

REGISTRATION NO. 333-90359

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1
TO

FORM S-4
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

SCG HOLDING CORPORATION
(Exact name of registrant as specified in its charter)
DELAWARE
(State or other jurisdiction of incorporation or
organization)
36-3840979
(I.R.S. Employer Identification No.)

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
(Exact name of registrant as specified
in its charter)
DELAWARE
(State or other jurisdiction of
incorporation or organization)
36-4292817
(I.R.S. Employer Identification No.)

5005 E. MCDOWELL ROAD
PHOENIX, AZ 85008
(602) 244-6600
(Address and telephone number of principal executive
offices)

5005 E. MCDOWELL ROAD
PHOENIX, AZ 85008
(602) 244-6600
(Address and telephone number of
principal executive offices)

AND THE GUARANTORS IDENTIFIED IN FOOTNOTE (1) BELOW
(Exact name of registrant as specified in its charter)

3674
(Primary standard industrial classification code number)

GEORGE H. CAVE, ESQ.
SCG HOLDING CORPORATION
5005 E. MCDOWELL ROAD
PHOENIX, AZ 85008
(602) 244-5226
(Name, address, including zip code, and telephone number, including area code,
of agent for service)

COPIES OF CORRESPONDENCE TO:
STEPHEN H. SHALEN, ESQ.
CLEARY, GOTTLIB, STEEN & HAMILTON
ONE LIBERTY PLAZA
NEW YORK, NEW YORK 10006

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as
practicable after the Registration Statement becomes effective.

(1)The following domestic direct subsidiaries of SCG Holding Corporation, each
of which is incorporated or organized in Delaware and has the I.R.S. employer
identification number indicated, are guarantors of the notes and are
co-registrants: SCG (Malaysia SMP) Holding Corporation (36-4307329), SCG (China)
Holding Corporation (36-4265717) and SCG (Czech) Holding Corporation
(36-4292303). The following domestic direct subsidiaries of Semiconductor
Components Industries, LLC, each of which is incorporated or organized in
Delaware and has the I.R.S. employer identification number indicated, are also
guarantors of the notes and are co-registrants: Semiconductor Components
Industries Puerto Rico, Inc. (36-4304551) and SCG International Development, LLC
(36-4292819).

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR
DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS
SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION
STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF
THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME
EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A),
MAY DETERMINE.

THE INFORMATION CONTAINED IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE AMENDED. THESE SECURITIES MAY NOT BE SOLD UNTIL THE RELATED REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY APPLICABLE STATE SECURITIES COMMISSION BECOMES EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL NOR IS IT SEEKING AN OFFER TO BUY THESE SECURITIES IN ANY JURISDICTION WHERE THE OFFER OR SALE IS NOT PERMITTED.

SUBJECT TO COMPLETION, DATED JANUARY 11, 2000

PROSPECTUS

EXCHANGE OFFER FOR

\$400,000,000

SCG HOLDING CORPORATION

[LOGO]

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
12% SENIOR SUBORDINATED NOTES DUE 2009

TERMS OF THE EXCHANGE OFFER

- - We are offering to exchange the notes that we sold in private and offshore offerings for new registered exchange notes.
- - The exchange offer expires at 5:00 p.m., New York City time on _____, unless extended.
- - Tenders of outstanding notes may be withdrawn at any time prior to the expiration of the exchange offer.
- - All outstanding notes that are validly tendered and not validly withdrawn will be exchanged.
- - We believe that the exchange of notes will not be a taxable exchange for U.S. federal income tax purposes.
- - We will not receive any proceeds from the exchange offer.
- - The terms of the notes to be issued are identical to the outstanding notes, except for the transfer restrictions and registration rights relating to the outstanding notes.

INVESTING IN THE NOTES ISSUED IN THE EXCHANGE OFFER INVOLVES RISKS. SEE "RISK FACTORS" BEGINNING ON PAGE 8.

WE ARE NOT MAKING AN OFFER TO EXCHANGE NOTES IN ANY JURISDICTION WHERE THE OFFER IS NOT PERMITTED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED THE NOTES TO BE DISTRIBUTED IN THE EXCHANGE OFFER, NOR HAVE ANY OF THESE ORGANIZATIONS DETERMINED THAT THIS PROSPECTUS IS TRUTHFUL AND COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE EXCHANGE NOTES WILL BE GUARANTEED BY THE FOLLOWING DOMESTIC SUBSIDIARIES OF SCG HOLDING CORPORATION: SCG (MALAYSIA SMP) HOLDING CORPORATION, SCG (CHINA) HOLDING CORPORATION, SCG (CZECH) HOLDING CORPORATION, SEMICONDUCTOR COMPONENTS INDUSTRIES PUERTO RICO, INC. AND SCG INTERNATIONAL DEVELOPMENT, LLC.

The date of this Prospectus is _____, 2000.

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PROSPECTUS SUMMARY

The following summary highlights selected information from this prospectus and may not contain all of the information that is important to you. This prospectus includes specific terms of the notes we are offering, as well as information regarding our business and detailed financial data. We encourage you to read this prospectus in its entirety.

SCG HOLDING CORPORATION

SCG Holding Corporation, together with its subsidiaries, is the largest independent supplier of semiconductor components in the world. Formerly known as the Semiconductor Components Group of the Semiconductor Products Sector of Motorola, Inc., we recently became an independent company as a result of our August 1999 recapitalization, which is described below.

We have recently begun marketing our products under our new trade name, ON Semiconductor-TM-.

The chart below illustrates the ownership and structure of our company and shows each of our wholly-owned direct and indirect subsidiaries, including foreign joint ventures in which we have a substantial interest.

[ORGANIZATIONAL CHART]

THE RECAPITALIZATION

Immediately prior to its August 4, 1999 recapitalization, SCG Holding Corporation was a wholly-owned subsidiary of Motorola. SCG Holding held, and continues to hold, through direct and indirect subsidiaries, substantially all of the assets and operations of the Semiconductor Components Group of Motorola's Semiconductor Products Sector.

The recapitalization comprised several transactions, the most significant of which were

the following. An affiliate of Texas Pacific Group purchased common shares of SCG Holding Corporation from Motorola for \$337.5 million. Semiconductor Components Industries, LLC, SCG Holding's primary domestic operating subsidiary, borrowed \$740.5 million under senior secured bank facilities. SCG Holding and Semiconductor Components issued \$400 million of the initial notes, which are the subject of the exchange offer described in this prospectus. Semiconductor Components issued a \$91 million junior subordinated note to Motorola. SCG Holding issued mandatorily redeemable preferred stock with a total initial liquidation preference of \$209 million to Motorola and Texas Pacific Group's affiliate. SCG Holding redeemed common stock held by Motorola for a total of approximately \$952 million.

As a result of this recapitalization, Texas Pacific Group's affiliate now owns approximately 91%, and Motorola owns approximately 9%, of the voting common stock of SCG Holding. Motorola agreed to provide transition and manufacturing services to SCG Holding in order to facilitate its transition into a stand-alone company independent of Motorola.

THE EXCHANGE OFFER

On August 4, 1999, we issued \$400,000,000 aggregate principal amount of 12% Senior Subordinated Notes due 2009 to Chase Securities Inc., Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc. in private and offshore offerings. These initial purchasers sold the notes to institutional investors and non-U.S. persons in transactions exempt from the registration requirements of the Securities Act of 1933. The notes are guaranteed by all five of our domestic subsidiaries: SCG (Malaysia SMP) Holding Corporation, SCG (China) Holding Corporation, SCG (Czech) Holding Corporation, Semiconductor Components Industries Puerto Rico, Inc. and SCG International Development, LLC.

EXCHANGE OFFER AND REGISTRATION RIGHTS AGREEMENT

When we issued the initial notes, we entered into an Exchange Offer and Registration Rights Agreement in which we agreed, among other things, to use our best efforts to complete the exchange offer for the initial notes on or prior to March 1, 2000.

THE EXCHANGE OFFER

Under the terms of the exchange offer, you are entitled to exchange the initial notes for registered exchange notes with substantially identical terms. You should read the discussion under the heading "Description of Exchange Notes" for further information regarding the exchange notes. As of this date, there are \$400,000,000 aggregate principal amount of the initial notes outstanding. The initial notes may be tendered only in integral multiples of \$1,000.

RESALE OF EXCHANGE NOTES

We believe that the exchange notes issued in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act of 1933, provided that:

- you are acquiring the exchange notes in the ordinary course of your business,
- you are not participating, do not intend to participate and have no arrangement or understanding with any person to participate in the distribution of the exchange notes and
- you are not an "affiliate" of ours.

If any of the foregoing are not true and you transfer any exchange note without delivering a prospectus meeting the requirements of the Securities Act or without an exemption from the registration requirements of the Securities Act, you may incur liability under the Securities Act. We do not assume or indemnify you against such liability.

If you are a broker-dealer and receive exchange notes for your own account in

exchange for initial notes that you acquired as a result of market making or other trading activities, you must acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the exchange notes. A broker-dealer may use this prospectus for an offer to resell, resale or other transfer of the exchange notes.

CONSEQUENCES OF FAILURE TO EXCHANGE INITIAL NOTES

If you do not exchange your initial notes for exchange notes, you will no longer be able to force us to register the initial notes under the Securities Act. In addition, you will not be able to offer or sell the initial notes unless:

- the offer or sale is registered under the Securities Act or
- you offer or sell them under an exemption from the requirements of, or in a transaction not subject to, the Securities Act.

EXPIRATION DATE

The exchange offer will expire at 5:00 p.m., New York City time, on _____, unless we decide to extend the expiration date.

INTEREST ON THE EXCHANGE NOTES

The exchange notes will accrue interest at 12% per year, beginning on the last date we paid interest on the initial notes you exchanged. We will pay interest on the exchange notes on February 1 and August 1 of each year through the maturity date of August 1, 2009.

PROCEDURES FOR TENDERING INITIAL NOTES

If you wish to accept the exchange offer, you must:

- complete, sign and date the letter of transmittal or a facsimile of it and
- send the letter of transmittal accompanying this prospectus and all other documents required by it, including the initial notes to be exchanged, to State Street Bank and Trust Company, as exchange agent. Alternatively, you can tender your initial notes by following the procedures for book-entry transfer described in this prospectus.

WITHDRAWAL RIGHTS

You may withdraw the tender of your initial notes at any time prior to 5:00 p.m., New York City time, on the expiration date. To withdraw, you must send a written or facsimile transmission notice of withdrawal to the exchange agent by 5:00 p.m., New York City time, on the expiration date.

ACCEPTANCE OF INITIAL NOTES AND DELIVERY OF EXCHANGE NOTES

If all of the conditions to the exchange offer are satisfied or waived, we will accept any and all initial notes that are properly tendered in the exchange offer prior to 5:00 p.m., New York City time, on the expiration date. We will deliver the exchange notes promptly after the expiration date.

TAX CONSIDERATIONS

We believe that the exchange of initial notes for exchange notes will not be a taxable exchange for federal income tax purposes. You should consult your tax adviser about the tax consequences of this exchange as they apply to your individual circumstances.

EXCHANGE AGENT

State Street Bank and Trust Company is serving as exchange agent for the exchange offer.

FEES AND EXPENSES

We will bear all expenses related to consummating the exchange offer and complying with the Exchange Offer and Registration Rights Agreement.

DESCRIPTION OF EXCHANGE NOTES

ISSUERS

SCG Holding Corporation and Semiconductor Components Industries, LLC.

NOTES OFFERED

\$400,000,000 aggregate principal amount of 12% Senior Subordinated Notes due 2009. The form and terms of the exchange notes are the same as the form and terms of the initial notes, except that the offering and distribution of the exchange notes have been registered under the Securities Act. Therefore, the exchange notes will not bear legends restricting their transfer and will not be entitled to registration under the Securities Act. The exchange notes will evidence the same debt as the initial notes and both the initial notes and the exchange notes are governed by the same indenture.

MATURITY

August 1, 2009.

INTEREST PAYMENT DATES

February 1 and August 1 of each year.

SINKING FUND

None.

OPTIONAL REDEMPTION

At any time on or after August 1, 2004, we may redeem some or all of the exchange notes at the redemption prices listed under the heading "Description of Exchange Notes--Optional Redemption." In addition, at any time and from time to time prior to August 1, 2002, we may redeem up to \$140,000,000 of the aggregate principal amount of the exchange notes with the proceeds of public offerings of equity in our company.

CHANGE OF CONTROL

Upon a change of control, you will have the right to require us to repurchase all or a portion of your exchange notes at a price in cash equal to 101% of their original aggregate principal amount, together with accrued and unpaid interest and liquidated damages, if any, to the date of repurchase.

EXCHANGE NOTE GUARANTEES

Some of our subsidiaries will guarantee the exchange notes. If we cannot make payments on the exchange notes when they are due, the guarantor subsidiaries are obligated to make them.

RANKING

The exchange notes will be unsecured and subordinated in right of payment to all of our existing and future senior debt, including borrowings under our senior secured bank facilities. The exchange notes will rank equal in right of payment with all of our existing and future senior subordinated debt and senior in right of payment to all of our existing and future subordinated debt.

The exchange note guarantees will be unsecured and subordinated in right of payment to all existing and future senior debt of the exchange note guarantors, including all guarantees of the exchange note guarantors under our senior bank facilities. The exchange note guarantees will rank equal in right of payment with all existing and future senior subordinated debt of the exchange note guarantors and senior in right of payment to all existing and future subordinated debt of the exchange note guarantors.

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes.

FORWARD-LOOKING STATEMENTS

Information contained in this prospectus, such as information with respect to our plans and strategy for our business and its financing, includes forward-looking statements. For a discussion of important factors that could cause actual results to differ materially from the forward-looking statements, see "Risk Factors."

PRINCIPAL EXECUTIVE OFFICE

Our headquarters are located at 5005 E. McDowell Road, Phoenix, Arizona 85008 and our telephone number is (602) 244-6600.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-4 under the Securities Act relating to the exchange offer. This prospectus does not contain all of the information included in the registration statement. We have filed agreements and other documents as exhibits to the registration statement. Statements regarding these agreements and other documents are qualified by reference to the actual documents.

Following the exchange offer, we will be required to file periodic reports and other information with the SEC under the Securities Exchange Act of 1934, as amended. In addition, the indenture governing the exchange notes requires us to deliver to you, or to State Street Bank and Trust Company for forwarding to you, copies of all reports that we file with the SEC. We will also furnish such other reports as we may determine or as the law requires.

You may read and copy the registration statement, including the exhibits thereto, and any reports, statements or other information that we file at the SEC's public reference room in Washington, D.C. You can request copies of these documents, upon payment of a duplicating fee, by writing the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. Our SEC filings will also be available to the public on the SEC Internet site ([http:// www.sec.gov](http://www.sec.gov)).

You should rely only on the information provided in this prospectus. No person has been authorized to provide you with different information. Neither Motorola nor any of its subsidiaries, nor Texas Pacific Group nor any of its affiliates is responsible for, or is making any representation to you concerning, our future performance or the accuracy or completeness of this prospectus.

The information in this prospectus is accurate as of the date on the front cover. You should not assume that the information contained in this prospectus is accurate as of any other date.

SUMMARY HISTORICAL AND PRO FORMA FINANCIAL DATA

The following table sets forth our summary historical and pro forma financial data for the periods indicated. We based this summary historical financial data on our audited historical combined financial statements for the fiscal years ended December 31, 1996, 1997 and 1998, our unaudited historical combined financial statements for the period January 1, 1999 through August 3, 1999 and our unaudited historical consolidated financial statements for the period from August 4, 1999 through October 2, 1999. See "Index to Financial Statements." The summary pro forma financial data are based on the Unaudited Pro Forma Financial Data for the fiscal year ended December 31, 1998 and the nine-month period ended October 2, 1999. Our fiscal year ends on December 31st of each year, and each of the first three fiscal quarters of each fiscal year ends on the Saturday closest to the calendar quarter-end. As a result, the nine-month period ended October 2, 1999 was longer than the nine-month period ended September 26, 1998. You should read this information in conjunction with the financial statements included elsewhere in this prospectus and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	HISTORICAL YEARS ENDED DECEMBER 31,			PRO FORMA YEAR ENDED DECEMBER 31, 1998	HISTORICAL JANUARY 1, 1999 THROUGH AUGUST 3, 1999	HISTORICAL AUGUST 4, 1999 THROUGH OCTOBER 2, 1999	PRO FORMA NINE MONTHS ENDED OCTOBER 2, 1999
	1996	1997	1998				
(DOLLARS IN MILLIONS, EXCEPT FOR RATIOS)							
STATEMENT OF INCOME INFORMATION:							
REVENUES							
Net sales--trade (product revenues)...	\$1,748.0	\$1,815.2	\$1,493.4	\$1,473.8	\$894.3	\$301.2	\$1,195.2
Foundry sales(1).....	--	--	--	162.3	--	28.0	119.0
Total revenues.....	1,748.0	1,815.2	1,493.4	1,636.1	894.3	329.2	1,314.2
DIRECT AND ALLOCATED COSTS AND EXPENSES:							
Cost of sales.....	1,128.8	1,119.6	1,068.8	1,198.0	626.7	241.1	949.0
Research and development.....	71.7	65.7	67.5	38.4	34.3	6.9	27.7
Selling and marketing.....	94.4	110.7	92.4	92.4	39.0	8.8	47.8
General and administrative.....	150.8	239.8	201.6	193.2	85.0	26.1	123.1
Restructuring and other charges.....	--	--	189.8	189.8	--	6.4	6.4
Operating income (loss).....	302.3	279.4	(126.7)	(75.7)	109.3	39.9	160.2
OTHER INCOME (EXPENSES):							
Equity in earnings from joint ventures.....	2.4	1.6	8.4	4.7	3.0	0.8	1.0
Interest expense(2)....	(15.0)	(11.0)	(18.0)	(132.5)	(7.5)	(23.0)	(100.3)
Minority interest(3)...	--	--	--	(6.2)	--	(0.3)	(1.2)
Other expenses, net....	(12.6)	(9.4)	(9.6)	(134.0)	(4.5)	(22.5)	(100.5)
Revenues less direct and allocated expenses before taxes.....	\$ 289.7	\$ 270.0	\$ (136.3)	\$ (209.7)	\$104.8	17.4	\$ 59.7
Provision for income taxes.....						(14.9)	
Net income.....						\$ 2.5	
OTHER FINANCIAL INFORMATION:							
Depreciation and amortization.....	\$ 142.4	\$ 144.7	\$ 141.2	\$ 149.6	\$ 77.4	\$ 25.3	\$ 109.4
Capital expenditures...	190.7	157.8	81.2	126.2	27.5	19.7	47.2

	HISTORICAL YEARS ENDED DECEMBER 31,			PRO FORMA YEAR ENDED DECEMBER 31,	HISTORICAL JANUARY 1, 1999 THROUGH AUGUST 3, 1999	HISTORICAL AUGUST 4, 1999 THROUGH OCTOBER 2, 1999	PRO FORMA NINE MONTHS ENDED OCTOBER 2, 1999
	1996	1997	1998	1998			
(DOLLARS IN MILLIONS, EXCEPT FOR RATIOS)							
SUPPLEMENTAL DATA:							
Adjusted EBITDA(4).....	\$ 447.1	\$ 425.7	\$ 212.7	\$ 268.4	\$189.7	\$ 72.4	\$ 277.0
Pro forma cash interest expense.....				115.6			87.9
Cash flow from operating activities, excluding Motorola financing and taxes(5).....	424.0	307.5	130.3		111.4	--	
Cash flow used in investing activities(5).....	(190.7)	(157.8)	(81.2)		(27.5)	(19.7)	
Net financing provided to Motorola(5).....	233.3	149.7	49.1		83.9	--	
Cash flow from operating activities.....	--	--	--		--	7.2	
Cash flow from financing activities.....	--	--	--		--	119.6	
Ratio of pro forma Adjusted EBITDA to pro forma cash interest expense(6).....				2.3x			3.2x
Ratio of pro forma earnings to pro forma fixed charges(7).....				--			1.6x

(1) Foundry sales represent products manufactured for other divisions of Motorola's Semiconductor Products Sector. Historically, Motorola recorded these foundry sales as an offset to cost of sales at cost. We now record such sales in a manner consistent with other third-party sales. We and Motorola have agreed to continue providing manufacturing services to each other for limited periods of time following our recapitalization at fixed prices that are intended to approximate each party's cost of providing the services. Foundry sales increase both revenues and cost of sales in our unaudited pro forma combined financial statements.

(2) Historically, Motorola had net interest expense on a consolidated basis for all periods presented. Motorola allocated these amounts to its Semiconductor Products Sector and in turn its Semiconductor Products Sector allocated a portion of these amounts to us primarily on the basis of our net adjusted assets for the years ended December 31, 1996, 1997 and 1998.

(3) Prior to our recapitalization, three of our joint ventures, were accounted for in our combined financial statements using the equity method and were financed with equity contributions from joint venture partners and third-party non-recourse borrowings. In connection with our recapitalization, the third-party borrowings were refinanced with intercompany loans from us. The pro forma financial data reflects the adjustments to consolidate these joint venture investments and to record minority interests in the joint ventures upon consolidation.

(4) Adjusted EBITDA represents earnings before taxes on income, interest expense, depreciation and amortization, restructuring and other charges and minority interests. We are including Adjusted EBITDA data because we understand that some investors consider such information as an additional basis on which to evaluate our ability to pay interest, repay debt and make capital expenditures. Because all companies do not calculate Adjusted EBITDA identically, the presentation of Adjusted EBITDA herein is not necessarily comparable to similarly entitled measures of other companies. Adjusted EBITDA is not intended to represent, and should not be considered more meaningful than or an alternative to, measures of operating performance.

(5) Motorola's cash management system is not designed to track centralized cash and related financing transactions to the specific cash requirements of our business. In addition, Motorola's transaction systems are not designed to track receivables, liabilities, cash receipts and payments on a business-specific basis. Given these constraints, supplemental cash flow information is included in our audited historical combined financial statements and our unaudited historical combined financial statements to facilitate analysis of key components of cash flow activity. Net financing provided to Motorola does not necessarily represent our cash flows, or the

timing of such flows, had we operated on a stand-alone basis.

- (6) We have calculated our ratio of pro forma Adjusted EBITDA to pro forma cash interest expense using pro forma Adjusted EBITDA for the year ended December 31, 1998 and the nine-month period ended October 2, 1999, divided by the pro forma cash interest expense for each period, respectively.
- (7) We have calculated our ratio of pro forma earnings to pro forma fixed charges as earnings, which are revenues less direct and allocated expenses before taxes and before adjustments for income or loss from equity investments and fixed charges, divided by fixed charges, which are expensed and capitalized interest, amortized premiums, discounts and capitalized expenses related to indebtedness and estimated interest included in rental expense. The pro forma deficiency for 1998 of \$206.4 million is primarily due to the charge recorded in June 1998 to cover one-time costs associated with a cost restructuring initiated in 1998.

RISK FACTORS

YOU SHOULD CAREFULLY CONSIDER THE RISKS DESCRIBED BELOW AND OTHER INFORMATION IN THIS PROSPECTUS BEFORE MAKING ANY DECISION TO INVEST IN THE NOTES.

RISKS ASSOCIATED WITH THE EXCHANGE OFFER AND THE NOTES

TRANSFER RESTRICTIONS--IF YOU DO NOT PARTICIPATE IN THE EXCHANGE OFFER, YOU WILL CONTINUE TO BE SUBJECT TO TRANSFER RESTRICTIONS.

If you do not exchange your initial notes for exchange notes pursuant to the exchange offer, you will continue to be subject to the restrictions on transfer of your initial notes. We do not intend to register the initial notes under the Securities Act. To the extent initial notes are tendered and accepted in the exchange offer, the trading market, if any, for the initial notes would be adversely affected. See "The Exchange Offer."

NO PRIOR MARKET--THERE IS NO PRIOR MARKET FOR THE EXCHANGE NOTES. IF ONE DEVELOPS, IT MAY NOT BE LIQUID.

The exchange notes are new securities for which there currently is no market. We do not intend to apply for listing of the exchange notes on any securities exchange or for quotation through any automated quotation system. It is not certain that any market for the exchange notes will develop or that any such market would be liquid.

UNSECURED NOTES--BECAUSE THE NOTES ARE NOT SECURED, OUR ASSETS MAY BE INSUFFICIENT TO PAY AMOUNTS DUE ON YOUR NOTES.

The exchange notes will be, and the initial notes are, unsecured senior subordinated obligations of our company, while indebtedness outstanding under our senior bank facilities is secured by substantially all of our assets and those of our subsidiary guarantors. In addition, we and some of our subsidiaries may incur other senior indebtedness, which may be substantial in amount, including secured indebtedness. See "--Additional Borrowing Capacity."

Because the exchange notes will be, and the initial notes are, unsecured obligations, your right of repayment may be compromised in the following situations:

- we or some of our subsidiaries enter into bankruptcy, liquidation, reorganization, or other winding-up;
- there is a default in payment under our senior bank facilities or other secured indebtedness; or
- there is an acceleration of any indebtedness under our senior bank facilities or other secured indebtedness.

If any of these events occurs, our assets and those of our subsidiary guarantors may not be sufficient to pay amounts due on any of the notes and the note guarantees.

FRAUDULENT CONVEYANCE--FEDERAL AND STATE FRAUDULENT TRANSFER STATUTES ALLOW COURTS, UNDER SPECIFIC CIRCUMSTANCES, TO VOID SUBORDINATE INDEBTEDNESS SUCH AS THE NOTES AND NOTE GUARANTEES IN FAVOR OF OTHER CREDITORS.

Under federal or state fraudulent transfer laws, a court could take actions detrimental to you if it found that, at the time the initial notes or the guarantees of our subsidiaries were issued:

- we or a note guarantor issued the initial notes or a note guarantee with the intent of hindering, delaying or defrauding current or future creditors; or
- we or a note guarantor received less than fair consideration or reasonably equivalent value for incurring the indebtedness represented by the initial notes or the note guarantees and:
 - we or a note guarantor were insolvent or rendered insolvent by issuing the initial notes or the note guarantees; or
 - we or a note guarantor were engaged or about to engage in a business or transaction for which our assets were unreasonably small; or

- we or a note guarantor intended to incur indebtedness beyond our ability to pay, or believed or should have believed that we would incur indebtedness beyond our ability to pay.

If a court made this finding, it could:

- void all or part of our obligations or a note guarantor's obligations to the holders of notes; or
- subordinate our obligations or a note guarantor's obligations to the holders of notes to other indebtedness of ours or of the note guarantor.

In that event, there would be no assurance that we could pay amounts due on the notes.

Under fraudulent transfer statutes, it is not certain whether a court would determine that we or a note guarantor were insolvent on the date that the initial notes and note guarantees were issued. However, we or a note guarantor generally would be considered insolvent at the time we or the note guarantor incurred the debt constituting the initial notes or the note guarantees if:

- the fair saleable value of the relevant assets was less than the amount required to pay our total existing debts and liabilities, including contingent liabilities, or those of a note guarantor, as they become absolute and mature; or
- we or a note guarantor incurred debts beyond our or its ability to pay as such debts mature.

To the extent a court voids a note guarantee of payment of the initial notes as a fraudulent conveyance or holds it unenforceable for any other reason, holders of exchange notes would cease to have any claim against the note guarantor. If a court allowed such a claim, the note guarantor's assets would be applied to the note guarantor's liabilities and preferred stock claims. We cannot assure you that a note guarantor's assets would be sufficient to satisfy the claims of the holders of exchange notes relating to any voided portions of any of the note guarantees.

LEGAL SUBORDINATION--IN THE EVENT OF A BANKRUPTCY, LIQUIDATION OR DISSOLUTION OF EITHER OF THE ISSUERS OR ANY NOTE GUARANTOR, THE ASSETS OF THE ISSUER OR GUARANTOR WILL NOT BE AVAILABLE TO PAY OBLIGATIONS TO YOU UNDER THE NOTES UNTIL THE ISSUER OR GUARANTOR HAS MADE ALL PAYMENTS ON ITS SENIOR INDEBTEDNESS.

The exchange notes and the guarantees of the exchange notes will be, and the initial notes and the guarantees of the initial notes are, subordinated to the prior payment in full of all of our senior indebtedness and all of the senior indebtedness of the guarantors, respectively, including our senior bank facilities and any future senior indebtedness we or they incur. See "Description of Exchange Notes--Ranking."

Because of the subordination provisions of the notes, in the event of the bankruptcy, liquidation or dissolution of either of the issuers or any note guarantor, the assets of the issuer or guarantor will not be available to pay obligations under the notes until the issuer or guarantor has made all payments on its senior indebtedness. We cannot assure you that sufficient assets will remain after all such payments have been made to make any payments on the notes, including payments of interest when due. The term "senior indebtedness" is defined in "Description of Exchange Notes--Ranking."

As of October 2, 1999, the issuers had approximately \$800.5 million of senior indebtedness (excluding unused commitments), all of which is secured. As of October 2, 1999, the note guarantors had no indebtedness other than intercompany indebtedness (excluding their note guarantees, guarantees under our senior bank facilities and trade payables and unused commitments).

STRUCTURAL SUBORDINATION--CLAIMS OF CREDITORS OF OUR NON-GUARANTOR SUBSIDIARIES WILL HAVE PRIORITY WITH RESPECT TO THE ASSETS AND EARNINGS OF SUCH SUBSIDIARIES OVER YOUR CLAIMS.

SCG Holding Corporation conducts all, and Semiconductor Components Industries, LLC conducts a substantial portion, of their

operations through their respective subsidiaries. Our foreign subsidiaries are not and are unlikely to become guarantors of the notes. See "Description of Exchange Notes--Note Guarantees." Claims of creditors of these non-guarantor subsidiaries, including trade creditors, secured creditors and creditors holding indebtedness or guarantees issued by such subsidiaries, will generally have priority with respect to the assets and earnings of such subsidiaries over the claims of creditors of the issuers, including holders of the notes, even if the obligations of such subsidiaries do not constitute senior indebtedness.

The ability of the issuers' and note guarantors' subsidiaries to pay dividends and make other payments to them may be restricted by, among other things, applicable corporate and other laws and regulations and agreements of the subsidiaries. Although the indenture relating to the notes limits the ability of subsidiaries to enter into consensual restrictions on their ability to pay dividends and make other payments, such limitations are subject to a number of significant qualifications and exceptions. See "Description of Exchange Notes--Indenture Covenants--Limitations on Restrictions on Distributions from Restricted Subsidiaries."

INABILITY TO REPURCHASE THE NOTES PRIOR TO MATURITY--BECAUSE OUR SENIOR BANK FACILITIES PROHIBIT US FROM REPURCHASING THE NOTES, A DEFAULT MAY BE TRIGGERED IF YOU EXERCISE YOUR RIGHT TO REQUIRE US TO REPURCHASE YOUR NOTES IN THE EVENT WE EXPERIENCE A CHANGE OF CONTROL OR MAKE ASSET SALES THAT DO NOT MEET SPECIFIED CONDITIONS.

If we experience a change of control, you will have the right to require us to repurchase your notes at a purchase price in cash equal to 101% of the principal amount of your notes plus accrued and unpaid interest. In addition, if we make asset sales that do not meet specified conditions, you will have the right to require us to repurchase some or all of your notes at a purchase price in cash equal to 100% of the principal amount of your notes plus accrued and unpaid interest. However, we are prohibited by our senior bank facilities from repurchasing any notes. Our senior bank facilities also provide that change of control events and asset sales that do not meet specified conditions constitute a default. Any future credit agreement or other agreements relating to senior indebtedness to which we become a party may contain similar restrictions or provisions.

If we experience a change of control or make asset sales that do not meet specified conditions when we are prohibited from repurchasing notes, we could seek the consent of our lenders to purchase the notes or could attempt to refinance the borrowings that contain such a prohibition. In the event that we do not obtain such a consent and do not refinance such borrowings, we would remain prohibited from purchasing the notes. In such case, our failure to purchase tendered notes would constitute a default under the indenture relating to the notes, which, in turn, could result in amounts outstanding under our senior bank facilities and other senior indebtedness being declared due and payable. Any such declaration could have adverse consequences both to you and to us.

In the event we experience a change of control or make asset sales that do not meet specified conditions, there can be no assurance that we would have sufficient assets to satisfy all of our obligations under our senior bank facilities and the notes. If a default occurs with respect to any senior indebtedness, the subordination provisions in the indenture would likely restrict payments to you. The provisions relating to a change of control included in the indenture may increase the difficulty of a potential acquiror obtaining control of us. See "Description of Other Indebtedness," "Description of Exchange Notes--Change of Control" and "Description of Exchange Notes--Indenture Covenants--Limitations on Sales of Assets and Subsidiary Stock."

RISKS ASSOCIATED WITH OUR BUSINESS

SUBSTANTIAL LEVERAGE--OUR SUBSTANTIAL LEVERAGE COULD ADVERSELY AFFECT OUR ABILITY TO FULFILL OUR OBLIGATIONS UNDER THE NOTES AND OPERATE OUR BUSINESS.

We are highly leveraged and have significant debt service obligations. As of October 2, 1999, we had total indebtedness of approximately \$1,293.0 million (excluding unused commitments) and negative equity of approximately \$284.9 million.

Our substantial indebtedness could have important consequences to you, including the risks that:

- we will be required to use a substantial portion of our cash flow from operations to pay principal and interest on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, product development efforts and strategic acquisitions;
- our interest expense could increase if interest rates in general increase because a substantial portion of our debt will bear interest rates based on market rates;
- our level of indebtedness will increase our vulnerability to general economic downturns and adverse industry conditions;
- our debt service obligations could limit our flexibility in planning for, or reacting to, changes in our business and the semiconductor components industry;
- our indebtedness may restrict us from raising additional financing on satisfactory terms to fund working capital, capital expenditures, product development efforts and strategic acquisitions;
- our level of indebtedness may prevent us from raising the funds necessary to repurchase all of the notes tendered to us upon the occurrence of a changes of control, which would constitute an event of default under the notes;
- our substantial leverage could place us at a competitive disadvantage compared to our competitors that have less debt; and
- our failure to comply with the financial and other restrictive covenants in our indebtedness, which, among other things, require us to maintain specified financial ratios and limit our ability to incur debt and sell assets, could result in an event of default that, if not cured or waived, could have a material adverse effect on our business or prospects.

See "--Additional Borrowing Capacity," "--Restrictive Covenants in Our Debt Instruments," "Description of Other Indebtedness," "Description of Exchange Notes--Events of Default" and "Description of Exchange Notes--Indenture Covenants."

ABILITY TO SERVICE DEBT--WE MAY NOT BE ABLE TO SERVICE THE OBLIGATIONS UNDER THE NOTES IF WE CANNOT OBTAIN A SUFFICIENT AMOUNT OF CASH FROM OUR OPERATIONS AND OUR SUBSIDIARIES DUE TO FACTORS BEYOND OUR CONTROL.

We obtain money to pay our expenses and to pay principal and interest on the notes, our senior bank facilities and other debt from our operations and the operations of our subsidiaries. Our ability to make payments on and to refinance our indebtedness, including the notes, our senior bank facilities and our junior subordinated note, and to fund working capital, capital expenditures, product development efforts and strategic acquisitions, therefore, depends on our ability to generate cash. Our ability to generate cash is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

On a pro forma basis after giving effect to our recapitalization, our interest expense for the year ended December 31, 1998 and the nine months ended October 2, 1999 would have been \$132.5 million and \$100.3 million, respectively. On a pro forma basis after giving effect to our recapitalization, our fixed charges for the year ended December 31, 1998 would

have exceeded earnings, resulting in a deficiency of \$206.4 million, and for the nine-month period ended October 2, 1999, our ratio of earnings to fixed charges would have been 1.6x. On a historical basis, for the year ended December 31, 1998, fixed charges exceeded earnings, resulting in a deficiency of \$144.7 million. For the period from January 1, 1999 to August 3, 1999 and for the period from August 4, 1999 to October 2, 1999, our ratio of earnings to fixed charges was 12.9x and 1.7x, respectively. We need to improve our operating results from these pro forma and historical results in order to service all of our indebtedness and to fund other expenditures. Our historical financial results have been, and we anticipate our future financial results will be, subject to substantial fluctuations.

We cannot assure you that our business will generate sufficient cash flow from operations, that we will realize currently anticipated cost savings, revenue growth and operating improvements on schedule or at all or that future borrowings will be available to us under our senior bank facilities, in each case, in amounts sufficient to enable us to service our indebtedness, including the notes, or to fund our other liquidity needs. If we cannot service our indebtedness we will have to take actions such as reducing or delaying capital expenditures, product development efforts, acquisitions, investments and/or strategic alliances, selling assets, restructuring or refinancing our indebtedness (which could include the notes), or seeking additional equity capital or bankruptcy protection. We cannot assure you that any of these remedies can be effected on commercially reasonable terms, if at all. In addition, the terms of existing or future debt agreements, including the credit agreement relating to our senior bank facilities and the indenture relating to the notes, may restrict us from adopting any of these alternatives.

See "--Substantial Leverage," "--Additional Borrowing Capacity," "--Cyclical Industry" and "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

ADDITIONAL BORROWING CAPACITY--DESPITE OUR SUBSTANTIAL LEVERAGE WE ARE ABLE TO INCUR MORE DEBT, WHICH COULD INCREASE THE EXISTING RISKS RELATED TO OUR CURRENT LEVELS OF DEBT.

We anticipate drawing down most or all of the \$74.5 million of additional indebtedness available under our delayed draw term facility before the end of February 2000. We are also able to incur additional indebtedness in the future, including \$135.3 million of additional debt that remains available under our \$150 million revolving facility. See "Description of Other Indebtedness." In addition, the credit agreement relating to our senior bank facilities, the indenture relating to the notes and the terms of our junior subordinated note will allow us to incur further additional indebtedness. See "Description of Other Indebtedness" and "Description of Exchange Notes--Indenture Covenants--Limitation on Indebtedness." If we incur additional debt above our current levels, the risks associated with such levels of debt could intensify. See "--Substantial Leverage" and "--Ability to Service Debt."

CYCLICAL INDUSTRY--DOWNTURNS IN THE BUSINESS CYCLE COULD ADVERSELY AFFECT OUR REVENUES.

The semiconductor industry is highly cyclical and is generally characterized by average selling price fluctuations. Since the fourth quarter of 1997, we have experienced significant declines in the pricing of our products as customers reduced demand and manufacturers reduced prices to avoid a significant decline in capacity utilization. We believe these pricing declines were due primarily to the Asian economic crisis and excess semiconductor manufacturing capacity. Although the semiconductor market has recently improved, we cannot assure you that these improvements are sustainable or will continue or that the semiconductor market will not experience subsequent, and possibly more severe and/or prolonged, downturns in the future. We cannot assure you that any future downturn in the semiconductor market will not have a material adverse effect on our revenues.

NEW PRODUCT DEVELOPMENT AND TECHNOLOGICAL CHANGE--OUR INABILITY TO INTRODUCE NEW PRODUCTS COULD ADVERSELY AFFECT US, AND NEW TECHNOLOGIES COULD REDUCE THE DEMAND FOR OUR PRODUCTS.

Rapidly changing technologies and industry standards, along with frequent new product introductions, characterize the industries that are currently the primary end-users of semiconductors. As these industries evolve and introduce new products, our success will depend on our ability to adapt to such changes in a timely and cost-effective manner by designing, developing, manufacturing, marketing and providing customer support for our own new products and technologies.

We cannot assure you that we will be able to identify changes in the product markets of our customers and end-users and adapt to such changes in a timely and cost-effective manner. Nor can we assure you that products or technologies that may be developed in the future by our competitors and others will not render our products or technologies obsolete or noncompetitive.

In addition, because our components are often "building block" semiconductors that in some cases can be integrated into more complex integrated circuits, we face competition from manufacturers of standard semiconductors, application-specific integrated circuits and fully customized integrated circuits, as well as customers who develop their own integrated circuit products. A fundamental shift in technologies in our product markets or the product markets of our customers or end-users could have a material adverse effect on our business or prospects.

COMPETITION--COMPETITION IN OUR INDUSTRY COULD PREVENT US FROM MAINTAINING OUR LEVEL OF REVENUES AND FROM RAISING PRICES TO REFLECT INCREASES IN COSTS.

The semiconductor industry, particularly the market for general purpose semiconductor products like ours, is highly competitive. Although only a few companies compete with us in all of our product lines, we face significant competition within each of our product lines from major international semiconductor companies as well as smaller companies focused on specific market niches. Many of these competitors have substantially greater financial and other resources than we have with which to pursue development, engineering, manufacturing, marketing and distribution of their products and are better able than we are to withstand adverse economic or market conditions. In addition, companies not currently in direct competition with us may introduce competing products in the future. Significant competitors in the discrete market include International Rectifier, Philips, Rohm, Siliconix, ST Microelectronics and Toshiba. Significant competitors in the standard analog markets include Analog Devices, Fairchild, Linear Technology, Maxim Integrated Products, National Semiconductor, ST Microelectronics and Texas Instruments. Significant competitors in the standard logic product market include Fairchild, Hitachi, Philips, Texas Instruments, and Toshiba. The semiconductor components industry has also been undergoing significant restructuring and consolidations that could adversely affect our competitiveness.

Because our components are often "building block" semiconductors that in some cases can be integrated into more complex integrated circuits, we also face competition from manufacturers of integrated circuits, application-specific integrated circuits and fully customized integrated circuits, as well as customers who develop their own integrated circuit products.

We compete in different product lines to various degrees on the basis of price, quality, technical performance, product features, product system compatibility, customized design, availability, delivery timing and reliability and sales and technical support. Gross margins in the industry vary by geographic region depending on local demand for the products in which semiconductors are used, such as personal computers, industrial and telecommunications equipment, consumer electronics and automotive goods. In regions where there is a strong demand for such products, price pressures may also emerge as competitors attempt to gain a greater market

share by lowering prices. Our ability to compete successfully depends on elements both within and outside of our control, including industry general economic trends.

MANUFACTURING RISKS--A FAILURE TO MAINTAIN MANUFACTURING EFFICIENCY AND AVOID MANUFACTURING DIFFICULTIES COULD ADVERSELY AFFECT OUR FUTURE PROFITABILITY.

Manufacturing semiconductor components involves highly complex processes that require advanced and costly equipment. We and our competitors continuously modify these processes in an effort to improve yields and product performance. Impurities or other difficulties in the manufacturing process can lower yields. Our manufacturing efficiency will be an important factor in our future profitability, and we cannot assure you that we will be able to maintain our manufacturing efficiency or increase manufacturing efficiency to the same extent as our competitors.

From time to time we have experienced difficulty in beginning production at new facilities or in effecting transitions to new manufacturing processes that have caused us to suffer delays in product deliveries or reduced yields. We cannot assure you that we will not experience manufacturing problems in achieving acceptable yields or experience product delivery delays in the future as a result of, among other things, capacity constraints, construction delays, upgrading or expanding existing facilities or changing our process technologies, any of which could result in a loss of future revenues. Our results of operations could also be adversely affected by the increase in fixed costs and operating expenses related to increases in production capacity if revenues do not increase proportionately.

RESTRICTIVE COVENANTS IN OUR DEBT INSTRUMENTS--RESTRICTIONS IMPOSED BY OUR SENIOR BANK FACILITIES AND THE INDENTURE RELATING TO THE NOTES MAY LIMIT OUR ABILITY TO FINANCE FUTURE OPERATIONS OR CAPITAL NEEDS OR ENGAGE IN OTHER BUSINESS ACTIVITIES THAT MAY BE IN OUR INTEREST.

The credit agreement relating to our senior bank facilities and the indenture relating to the notes contain various provisions that limit our management's discretion in the operation of our business by restricting our ability to:

- incur additional indebtedness;
- pay dividends and make other distributions;
- prepay subordinated debt;
- make restricted payments;
- enter into sale and leaseback transactions;
- create liens;
- sell and otherwise dispose of assets; and
- enter into transactions with affiliates.

We cannot assure you that these restrictions will not adversely affect our ability to finance our future operations or capital needs or engage in other business activities that may be in our interest. In addition, our senior bank facilities require us to maintain compliance with specified financial ratios. Our ability to comply with these ratios may be affected by events beyond our control.

A breach of any of these restrictive covenants or our inability to comply with the required financial ratios could result in a default under our senior bank facilities. In the event of any such default, the lenders under our senior bank facilities may elect to declare all borrowings outstanding, together with accrued interest and other fees, to be immediately due and payable, to require us to apply all of our available cash to repay such borrowings or to prevent us from making debt service payments on the notes and on our junior subordinated note, any of which would result in an event of default under the notes and our junior subordinated note. The lenders will also have the right in such circumstances to terminate any commitments they have to provide further financing, including under our revolving facility.

If we are unable to repay any such borrowings when due, the lenders under our

senior bank facilities will also have the right to proceed against their collateral, which consists of substantially all of the assets of SCG Holding Corporation and each of its direct and indirect wholly-owned domestic subsidiaries, including Semiconductor Components Industries, LLC, and up to 65% of the capital stock of each direct and indirect wholly-owned foreign subsidiary of SCG Holding Corporation. If the indebtedness under our senior bank facilities and the notes were to be accelerated, we cannot assure you that our assets would be sufficient to repay such indebtedness in full.

See "Description of Exchange Notes--Indenture Covenants" and "Description of Other Indebtedness."

LACK OF INDEPENDENT IDENTITY--WE ARE IN THE PROCESS OF ESTABLISHING A TRADE NAME IDENTITY INDEPENDENT OF MOTOROLA. OUR FAILURE TO ESTABLISH THE SAME LEVEL OF GOODWILL AS MOTOROLA COULD HARM OUR LONG TERM BUSINESS PROSPECTS.

Our future success and competitive position depend, in part, on our ability to establish goodwill in our products and services and to associate that goodwill with our trade name, ON Semiconductor-TM-. In order for us to establish goodwill, customers must acknowledge the quality of our products and services and associate our trade name with that quality and those products and services. Prior to our recapitalization, all of the products and services we offered were sold, distributed and advertised under the Motorola trade name. Consequently, the goodwill of the Motorola trade name may have been associated, in part, with success of those products and services.

We have begun marketing our products under the ON Semiconductor-TM- name. However, for two years after our recapitalization, an agreement we have with Motorola gives us the limited ability to use the Motorola trade name in connection with the sale, distribution and advertisement of some products we offer. We are presently using our best efforts to cease using licensed Motorola trademarks as soon as commercially reasonable. If the removal of the Motorola trade name from any of these products would require the product to be requalified by any of our customers, we may continue to use the Motorola trade name for up to two years after our recapitalization, to allow us to continue selling the product pending its requalification. In addition, for two years after our recapitalization, we also have the ability to utilize the transition statement, "formerly a division of Motorola," in connection with the sale, distribution and advertisement of some products we offer. The impact of our no longer using the Motorola trade name cannot be fully predicted and it could have a material adverse effect on our business or our prospects. Although we intend to establish our trade name and brands independent of Motorola, we cannot assure you that, prior to the expiration of these transitional arrangements, we will have established the same level of goodwill in our trade name as Motorola has established in its trade name.

See "Business--Patents, Trademarks, Copyrights and Other Intellectual Property Rights."

LACK OF INDEPENDENT OPERATING HISTORY--IF THE ASSUMPTIONS WE HAVE USED TO ESTIMATE FUTURE OPERATING RESULTS ARE INCORRECT OR IF WE ENCOUNTER UNEXPECTED COSTS OR OTHER PROBLEMS, OUR PROFITABILITY COULD BE ADVERSELY AFFECTED.

Prior to our recapitalization, Motorola allocated to us, as one of several divisions within its Semiconductor Products Sector, a percentage of the expenses related to services Motorola provided to us and other divisions of its Semiconductor Products Sector. During 1998, we incurred approximately \$294 million in costs for general, administrative, selling and marketing expenses, of which Motorola allocated to us approximately \$119 million for services shared with other divisions of its Semiconductor Products Sector. As part of our recapitalization, we identified the specific services that we believed were necessary to our business and that we would not be able initially to provide ourselves.

As part of our recapitalization, Motorola agreed to provide or arrange for the provision of these services, including information technology, human resources, supply management and finance services, for a limited period of time to facilitate our transition to a stand-alone company. We estimate that we will incur not more than \$75 million under these arrangements for general, administrative, selling and marketing related expenses during the first year after our recapitalization and that our aggregate general, administrative, selling and marketing expenses will be less than those directly charged and allocated in 1998. In addition, Motorola agreed to continue to provide worldwide shipping and freight services to us for a period of up to three years after our recapitalization using the cost allocation method Motorola previously used with us. Under this arrangement, we anticipate paying Motorola approximately \$30 million in the first year following our recapitalization.

We believe that the scope of the agreements we entered into with Motorola as part of our recapitalization and the time frames, pricing and other terms should provide us sufficient time to effect our transition to a stand-alone company with minimal disruption to our business, and that we will ultimately be able to provide these services ourselves or identify third-party suppliers to provide such services on terms not materially less favorable to us than the terms of our arrangements with Motorola. We cannot, however, assure you that we have correctly anticipated the required levels of services to be provided by Motorola or that we will be able to obtain similar services on comparable terms upon termination of our agreements with Motorola. Any material adverse change in Motorola's ability to supply these services could have a material adverse effect on our business or prospects.

As part of Motorola, we had a number of formal and informal arrangements with other divisions of Motorola's Semiconductor Products Sector that provided us with equipment, finished products and other goods and services. Except as provided for in the agreements between Motorola and us, which are described under "Business--Sales, Marketing and Distribution" and "Business--Manufacturing," future business dealings between Motorola and us will be on an arm's length basis. There can be no assurance that the arm's length nature of any future business relationship with Motorola will be as beneficial for us as our past relationship to Motorola.

See "--Dependence on Motorola and Other Key Customers for Our Products and Services," "--Dependence on Motorola and Other Contractors for Manufacturing Services," "--Dependence on Supply of Raw Materials."

DEPENDENCE ON MOTOROLA AND OTHER KEY CUSTOMERS FOR OUR PRODUCTS AND SERVICES--
THE LOSS OF OUR LARGE CUSTOMERS COULD ADVERSELY AFFECT REVENUES AND
PROFITABILITY.

Motorola has historically constituted our largest customer, accounting for approximately 7% of our pro forma product revenues in 1998. As a result of our recapitalization, we are no longer part of Motorola, and our current and future product sales to Motorola and its affiliates will be on an arm's length basis. We cannot assure you that we will be able to maintain the level of historical product sales to Motorola or that we will be able to sell any products to Motorola or its affiliates. Notwithstanding our broad customer base, the loss of Motorola or any other sizable customer could harm our results of operations and could potentially thereby harm our ability to service our debt.

Product sales to three other customers accounted in the aggregate for approximately 20% of our pro forma product revenues in 1998. Many of our customers operate in cyclical industries, and in the past we have experienced significant fluctuations from period to period in the volume of our products ordered. We have no agreements with any of our customers that impose minimum or continuing obligations to purchase our products. We cannot assure you that any of our customers will not significantly reduce orders or seek price reductions in the future or that the loss of one or more of such customers would not have a material adverse effect on our business or our

prospects. See "Business--Customers and Applications."

Prior to our recapitalization, we and other divisions of Motorola's Semiconductor Products Sector provided manufacturing services to each other at cost (as calculated for financial accounting purposes). We and Motorola have agreed to continue providing manufacturing services to each other for limited periods of time following our recapitalization at fixed prices that are intended to approximate each party's cost of providing the services. Subject to its right to cancel upon six months' written notice, Motorola has minimum commitments to purchase manufacturing services from us of approximately \$24.9 million, \$66 million and \$26 million in the last three months of 1999, and in fiscal years 2000 and 2001, respectively, and has no purchase obligations thereafter. We anticipate that Motorola will actually purchase manufacturing services from us of approximately \$100 million in 2000. We could be adversely affected if Motorola does not purchase manufacturing services from us at the levels we have anticipated, cancels these arrangements or discontinues using our manufacturing services after these agreements expire or if we are unable to find other uses for, or dispose of, the manufacturing facilities we currently use to provide these services in a manner that allows us to cover our fixed costs. See "Business--Manufacturing."

DEPENDENCE ON MOTOROLA AND OTHER CONTRACTORS FOR MANUFACTURING SERVICES--THE LOSS OF OUR SOURCES FOR MANUFACTURING SERVICES, OR INCREASES IN THE PRICES OF SUCH SERVICES, COULD ADVERSELY AFFECT OUR OPERATIONS AND PROFITABILITY.

Prior to our recapitalization, we and other divisions of Motorola's Semiconductor Products Sector provided manufacturing services to each other at cost (as calculated for financial accounting purposes). In 1996, 1997 and 1998, the costs charged by other divisions of Motorola's Semiconductor Products Sector to us for these services amounted to \$322.7 million, \$310.5 million and \$266.8 million, respectively. Motorola manufactures our emitter-coupled logic products, which are high margin products that accounted for 10% of our pro forma product revenues in 1998. We currently have no other manufacturing source for these emitter-coupled logic products. We expect emitter-coupled logic products to remain one of our single most important product families over the next several years.

We and Motorola have agreed to continue providing manufacturing services to each other (including Motorola's manufacturing of our emitter-coupled logic products) for limited periods of time following our recapitalization at fixed prices that are intended to approximate each party's cost of providing these services. Subject to our right to cancel upon six months' written notice, we have minimum commitments to purchase manufacturing services from Motorola of approximately \$29.5 million, \$88 million, \$51 million, \$41 million and \$40 million in the last three months of 1999, and in fiscal years 2000, 2001, 2002 and 2003, respectively, and have no purchase obligations thereafter. Based on our current budget, we anticipate that we will actually purchase manufacturing services from Motorola of approximately \$150 million in 2000. We could be adversely affected if Motorola is unable to provide these services on a timely basis or if we are unable to relocate these manufacturing operations to our own facilities or to other third-party manufacturers on cost-effective terms or make other satisfactory arrangements prior to the time when these agreements expire. See "Business--Manufacturing."

We also use other third-party contractors for manufacturing activities, primarily for the assembly and testing of final goods. In 1998, these contract manufacturers, including Astra, AAPI and ASE, accounted for approximately 20% of our costs of goods sold. Our agreements with these manufacturers typically require us to forecast product needs and commit to purchase services consistent with these forecasts, and in some cases require longer-term commitments in the early stages of the relationship. Our operations could be adversely affected if these contract relationships were disrupted or terminated, the cost of such services increased significantly, the quality of the services provided deteriorated or our forecasts

proved to be materially incorrect. See "Business--Manufacturing."

DEPENDENCE ON SUPPLY OF RAW MATERIALS--THE LOSS OF OUR SOURCES OF RAW MATERIAL, OR INCREASES IN THE PRICES OF SUCH GOODS, COULD ADVERSELY AFFECT OUR OPERATIONS AND PROFITABILITY.

Our results of operations could be adversely affected if we were unable to obtain adequate supplies of raw materials in a timely manner or if the costs of our raw materials increased significantly or their quality deteriorated. Our manufacturing processes use many raw materials, including silicon wafers, copper lead frames, mold compound, ceramic packages and various chemicals and gases. We have no agreements with any of our suppliers that impose minimum or continuing supply obligations, and we obtain our raw materials and supplies from a large number of sources on a just-in-time basis. From time to time, suppliers may extend lead times, limit supplies or increase prices due to capacity constraints or other factors. Although we believe that our current supplies of raw materials are adequate, shortages could occur in various essential materials due to interruption of supply or increased demand in the industry. Prior to our recapitalization, most of our supplies were purchased jointly with Motorola. As part of our recapitalization we entered into an agreement with Motorola to provide for the transition of our supply management functions to a stand-alone basis. We are currently implementing this transition, which we expect to be complete by August 3, 2000. We cannot assure you that we will be able to continue to procure adequate supplies of raw materials in a timely manner on terms comparable to those on which we procured raw materials as part of Motorola.

INABILITY TO IMPLEMENT OUR BUSINESS STRATEGY--IF WE ARE UNABLE TO IMPLEMENT OUR BUSINESS STRATEGY, OUR REVENUES, PROFITABILITY AND OUR ABILITY TO SERVICE OUR INDEBTEDNESS MAY BE ADVERSELY AFFECTED.

Our future financial performance and success are largely dependent on our ability to implement successfully our business strategy. We cannot assure you that we will successfully implement the business strategy described in this prospectus or that implementing our strategy will sustain or improve our results of operations. In particular, we cannot assure you that we will be able to increase our sales and market share, lower our production costs, increase our manufacturing efficiency, enhance our current portfolio of products or capitalize on our status as an independent company.

Our business strategy is based on our assumptions about the future demand for our current products and the new products and applications we are developing and on our continuing ability to produce our products profitably. Each of these factors depends, among other things, on our ability to finance our operating and product development activities, maintain high quality and efficient manufacturing operations, relocate and close manufacturing facilities as part of our ongoing cost restructuring with minimal disruption to our operations, access quality raw materials and contract manufacturing services in a cost-effective and timely manner, protect our intellectual property portfolio and attract and retain highly-skilled technical, managerial, marketing and finance personnel. Our strategy also depends on our ability to implement our transition to a stand-alone company, which depends to a certain extent on Motorola's ability to provide transition services to us for limited periods of time and on our ability to provide or procure such services thereafter. Several of these and other factors that could affect our ability to implement our business strategy, such as risks associated with international operations, increased competition, legal developments and general economic conditions, are beyond our control. In addition, circumstances beyond our control and changes in our business or industry may require us to change our business strategy.

Any failure to implement our business strategy or to revise our business strategy in a timely and effective manner may adversely affect our ability to service our indebtedness, including our ability to make principal and interest payments on the Notes. See "Business--Business Strategy."

RISKS ASSOCIATED WITH INTERNATIONAL OPERATIONS--OUR INTERNATIONAL OPERATIONS SUBJECT US TO RISKS INHERENT IN DOING BUSINESS ON AN INTERNATIONAL LEVEL THAT COULD ADVERSELY IMPACT OUR RESULTS OF OPERATIONS.

In the first three fiscal quarters of 1999, we generated approximately 46%, 33% and 21% of our product revenues from customers in the Americas, the Asia/Pacific region and Europe (including the Middle East), respectively. We maintain significant operations in Guadalajara, Mexico; Seremban, Malaysia; Carmona, the Philippines; Aizu, Japan; Leshan, China; Roznov, the Czech Republic; and Piestany, Slovakia. In addition, we rely on a number of contract manufacturers (primarily for assembly and testing) whose operations are primarily located in the Asian/Pacific region.

We cannot assure you that we will be successful in overcoming the risks that relate to or arise from operating in international markets. Risks inherent in doing business on an international level include, among others, the following:

- economic and political instability;
- changes in regulatory requirements, tariffs, customs, duties and other trade barriers;
- transportation delays;
- power supply shortages and shutdowns;
- difficulties in staffing and managing foreign operations and other labor problems;
- fluctuations in currency exchange rates;
- currency convertibility and repatriation;
- taxation of our earnings and the earnings of our personnel; and
- other risks relating to the administration of or changes in, or new interpretations of, the laws, regulations and policies of the jurisdictions in which we conduct our business.

Our activities outside the United States are subject to additional risks associated with fluctuating currency values and exchange rates, hard currency shortages and controls on currency exchange. Motorola historically engaged in hedging activities to reduce the risk of adverse currency rate fluctuations affecting its overall business, but as a stand-alone company we now bear the risks and costs associated with any such hedging activities. Additionally, while our sales are primarily denominated in U.S. dollars, worldwide semiconductor pricing is influenced by currency rate fluctuations, and the recent devaluations of the currencies of several countries in southeast Asia could have a negative impact on the demand for, and thus the price of, our products. See also "--Cyclical Industry."

DEPENDENCE ON HIGHLY-SKILLED PERSONNEL--FAILURE TO ATTRACT AND RETAIN SKILLED PERSONNEL COULD ADVERSELY IMPACT OUR ABILITY TO COMPETE SUCCESSFULLY IN OUR INDUSTRY.

Our success depends upon our ability to attract and retain highly-skilled technical, managerial, marketing and finance personnel. The market for personnel with such qualifications is highly competitive. In particular, analog component designers are difficult to attract and retain, and the failure to attract and retain analog component designers could compromise our ability to keep pace with our competitors in the market for analog components. We cannot assure you that we will be able to continue to attract and retain individuals with the qualifications necessary to operate our company most effectively.

OUR OWNERSHIP--THE INTERESTS OF OUR CONTROLLING SHAREHOLDER MAY DIFFER FROM THE INTERESTS OF NOTE HOLDERS, WHICH COULD RESULT IN OUR CONTROLLING SHAREHOLDER TAKING STEPS TO ADVANCE ITS INTERESTS THAT COULD ADVERSELY AFFECT THE NOTEHOLDERS.

As a result of our recapitalization an affiliate of Texas Pacific Group controls us and has the power to elect all of the directors of SCG Holding Corporation and its subsidiaries, approve all amendments to their charter documents and effect fundamental corporate transactions such as mergers and asset sales. The

interests of our controlling shareholder may differ from the interests of holders of the notes. See "Ownership of Capital Stock."

DEPENDENCE ON INTELLECTUAL PROPERTY--WE USE A SIGNIFICANT AMOUNT OF INTELLECTUAL PROPERTY IN OUR BUSINESS. IF WE ARE UNABLE TO PROTECT THIS INTELLECTUAL PROPERTY, OUR BUSINESS MAY BE ADVERSELY AFFECTED.

We rely on patents, trade secrets, trademarks, mask works and copyrights to protect our products and technologies. Some of our products and technologies are not covered by any patents or pending patent applications, and we cannot assure you that:

- any of the more than approximately 280 U.S. and 280 foreign patents and pending patent applications that Motorola has assigned, licensed or sublicensed to us in connection with our recapitalization will not lapse or be invalidated, circumvented, challenged or licensed to others;
- the license rights granted by Motorola in connection with our recapitalization will provide competitive advantages to us; or
- any of our pending or future patent applications will be issued or, if issued, will contain claims within the scope originally sought.

Moreover, we cannot assure you that:

- any of the trademarks, copyrights, trade secrets, know-how or mask works that Motorola has assigned, licensed or sublicensed to us in connection with our recapitalization will not lapse or be invalidated, circumvented, challenged, or licensed to others; or
- any of our pending or future trademark, copyright, or mask work applications will be issued or have the coverage originally sought.

Some of our products are currently the subject of a patent infringement lawsuit pending in United States District Court in Wilmington, Delaware that was commenced by Power Integrations against Motorola prior to our August 1999 recapitalization. For a discussion of this lawsuit as it relates to SCG Holding, see "Business--Legal Proceedings."

Furthermore, we cannot assure you that our competitors or others will not develop products or technologies that are similar or superior to our products or technologies, duplicate our products or technologies or design around our protected technologies. In addition, effective patent, trademark, copyright and trade secret protection may be unavailable, limited or not applied for in the United States and in foreign countries.

Also, we may, from time to time, in the future be notified of claims that we may be infringing third-party patents or other intellectual property rights. Motorola has agreed to indemnify us for a limited period of time with respect to some claims that our activities infringe on the intellectual property rights of others. If necessary or desirable, we may seek licenses under such patents or intellectual property rights. However, we cannot assure you that we will obtain such licenses or that the terms of any offered licenses will be acceptable to us. The failure to obtain a license from a third party for technologies we use could cause us to incur substantial liabilities or to suspend the manufacture or shipment of products or our use of processes requiring the technologies. Litigation could cause us to incur significant expense, by adversely affecting sales of the challenged product or technologies and diverting the efforts of our technical and management personnel, whether or not such litigation is resolved in our favor. In the event of an adverse outcome in any such litigation, we may be required to:

- pay substantial damages;
- cease the manufacture, use, sale or importation of infringing products;
- expend significant resources to develop or acquire non-infringing technologies;
- discontinue the use of processes; or
- obtain licenses to the infringing technologies.

We cannot assure you that we would be successful in any such development or acquisition

or that any such licenses would be available to us on reasonable terms. Any such development, acquisition or license could require the expenditure of substantial time and other resources.

We will also seek to protect our proprietary technologies, including technologies that may not be patented or patentable, in part by confidentiality agreements and, if applicable, inventors' rights agreements with our collaborators, advisors, employees and consultants. We cannot assure you that these agreements will not be breached, that we will have adequate remedies for any breach or that persons or institutions will not assert rights to intellectual property arising out of our research.

ENVIRONMENTAL LIABILITIES; OTHER GOVERNMENTAL REGULATION--REGULATORY MATTERS COULD ADVERSELY AFFECT OUR ABILITY TO CONDUCT OUR BUSINESS AND COULD REQUIRE EXPENDITURES THAT COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR RESULTS OF OPERATION OR FINANCIAL CONDITION.

Our manufacturing operations are subject to various environmental laws and regulations relating to the management, disposal and remediation of hazardous substances and the emission and discharge of pollutants into the air and water. Our operations are also subject to laws and regulations relating to workplace safety and worker health which, among other things, regulate employee exposure to hazardous substances. Motorola has agreed to indemnify us for environmental and health and safety liabilities related to the conduct or operations of our business or Motorola's ownership, occupancy or use of real property occurring prior to our recapitalization. We cannot assure you that such indemnification arrangements will cover all material environmental costs relating to pre-closing matters. Moreover, the nature of our operations exposes us to the continuing risk of environmental and health and safety liabilities related to events or activities occurring after our recapitalization.

We believe that the future cost of compliance with existing environmental and health and safety laws and regulations (and liability for currently known environmental conditions) will not have a material adverse effect on our business or prospects. However, we cannot predict:

- changes in environmental or health and safety laws or regulations;
- the manner in which environmental or health and safety laws or regulations will be enforced, administered or interpreted; or
- the cost of compliance with future environmental or health and safety laws or regulations or the costs associated with any future environmental claims, including the cost of clean-up of currently unknown environmental conditions.

See "Business--Environmental Matters."

THE EXCHANGE OFFER

The foregoing is a summary of the Exchange Offer and Registration Rights Agreement dated as of August 4, 1999 among SCG Holding Corporation, Semiconductor Components Industries, LLC and SCG (Malaysia SMP) Holding Corporation, SCG (Czech) Holding Corporation, SCG (China) Holding Corporation, Semiconductor Components Industries Puerto Rico, Inc. and SCG International Development LLC, Chase Securities Inc., Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc. A copy of the Exchange Offer and Registration Rights Agreement is available as set forth under the heading "Prospectus Summary--Where You Can Find More Information."

TERMS OF THE EXCHANGE OFFER

In connection with the issuance of the initial notes pursuant to the Purchase Agreement dated as of August 4, 1999 among the SCG Holding, Semiconductor Components, the note guarantors Chase Securities Inc., Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc., these initial purchasers and their respective assignees became entitled to the benefits of the Exchange Offer and Registration Rights Agreement.

The Exchange Offer and Registration Rights Agreement requires SCG Holding, Semiconductor Components and the note guarantors to file the registration statement, of which this prospectus is a part, for a registered exchange offer relating to an issue of new exchange notes identical in all material respects to the initial notes but containing no restrictive legends. Under the Exchange Offer and Registration Rights Agreement, SCG Holding, Semiconductor Components and the note guarantors are required to:

- file the registration statement with the Securities and Exchange Commission on or prior to 120 days following the date of original issuance of the initial notes;
- use their reasonable best efforts to cause the registration statement to be declared effective by the SEC no later than 180 days after the date of issuance of the initial notes;
- use their reasonable best efforts to cause the exchange offer to be consummated no later than 210 days after the date of issuance of the initial notes; and
- keep the registration statement effective for not less than 30 days (or longer, if required by applicable law) after the date on which notice of the exchange offer is mailed to holders of the initial notes, which period may be renewed in our reasonable judgment to enable more holders to exchange their initial notes, provided, that the exchange offer is consummated no later than 210 days after the date of issuance of the initial notes.

The exchange offer that this prospectus describes, if commenced and consummated within the time periods described in this paragraph, will satisfy those requirements under the Exchange Offer and Registration Rights Agreement.

We will accept for exchange all initial notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date. We will issue exchange notes for an equal principal amount of outstanding initial notes accepted in the exchange offer. Holders may tender initial notes only in integral multiples of \$1,000. This prospectus, together with the accompanying letter of transmittal, is being sent to all record holders of initial notes as of _____, _____. The exchange offer is not conditioned upon the tender of any minimum principal amount of initial notes. Our obligation to accept initial notes for exchange is, however, subject to the conditions as set forth herein under "--Conditions."

Initial notes will be deemed accepted when, as and if we have given written notice of acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders of initial notes for the purposes of receiving the exchange notes and delivering them to the holders.

Based on interpretations by the staff of the SEC, as set forth in no-action letters issued to other issuers, we believe that the exchange notes issued in the exchange offer may be offered for resale, resold or otherwise transferred by each holder without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

- the holder is not a broker-dealer who acquires the initial notes directly from the issuers for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act;
- the holder is not an "affiliate" of either of the issuers, as that term is defined in Rule 405 under the Securities Act; and
- the exchange notes are acquired in the ordinary course of the holder's business and the holder is not engaged in, and does not intend to engage in, a distribution of the exchange notes and has no arrangement or understanding with any person to participate in a distribution of the exchange notes.

By tendering the initial notes in exchange for exchange notes, each holder, other than a broker-dealer, will represent that:

- any exchange notes to be received by it will be acquired in the ordinary course of its business;
- it is not engaged in, and does not intend to engage in, a distribution of such exchange notes and has no arrangement or understanding to participate in a distribution of the exchange notes; and
- it is not an affiliate, as defined in Rule 405 under the Securities Act, of either of the issuers.

If a holder of initial notes is engaged in or intends to engage in a distribution of the exchange notes or has any arrangement or understanding with respect to the distribution of the exchange notes to be acquired pursuant to the exchange offer, the holder may not rely on the applicable interpretations of the staff of the SEC and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction. Each broker-dealer that receives exchange notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The accompanying letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for initial notes where such initial notes were acquired by the broker-dealer as a result of market-making activities or other trading activities. We have agreed to make this prospectus available to any broker-dealer for a period of time not to exceed 180 days after the registration statement is declared effective, subject to extension in specified circumstances, for use in connection with any such resale. See "Plan of Distribution."

In the event that:

- because of any change in law or applicable interpretations thereof by the SEC's staff, the issuers and the note guarantors are not permitted to effect the exchange offer;
- any initial notes validly tendered pursuant to the exchange offer are not exchanged for exchange notes within 210 days after the date of issuance of the initial notes;
- the initial purchasers so request with respect to initial notes not eligible to be exchanged for exchange notes in the exchange offer;

- any applicable law or interpretations do not permit a holder of initial notes to participate in the exchange offer;
- any holder of initial notes that participates in the exchange offer does not receive freely transferable exchange notes in exchange for tendered initial notes; or
- the issuers so elect;

then, in any such case, the issuers and the note guarantors shall as promptly as practicable, file with the SEC a shelf registration statement covering resales of the initial notes by holders who satisfy the conditions relating to the provision of information in connection with the shelf registration statement.

LIQUIDATED DAMAGES

Under the Exchange Offer and Registration Rights Agreement, the issuers must pay liquidated damages to holders of the initial notes in the event of any of the following registration defaults:

- the registration statement or the shelf registration statement is not filed with the SEC on or prior to 120 days following the date that the initial notes were issued;
- the registration statement or the shelf registration statement is not declared effective within 180 days after the date of issuance of the initial notes;
- the exchange offer is not consummated on or prior to 210 days after the date of issuance of the initial notes; or
- the shelf registration statement is filed and declared effective within 180 days after the date of issuance of the initial notes (or in the case of the shelf registration statement, within 60 days after the publication of the change in law or interpretation) but shall thereafter cease to be effective (at any time that the issuers and the note guarantors are obligated to maintain the effectiveness thereof) without being succeeded within 30 days by an additional registration statement filed and declared effective;

During the period of one or more such registration defaults, the issuers and the note guarantors will be obligated to pay liquidated damages to each holder of Transfer Restricted Securities (as such term is defined in the Exchange Offer and Registration Rights Agreement), in an amount equal to \$0.192 per week per \$1,000 principal amount of Transfer Restricted Securities held by such holder until:

- the applicable registration statement is filed;
- the exchange offer registration statement is declared effective and the exchange offer is consummated;
- the shelf registration statement is declared effective; or
- the shelf registration statement again becomes effective, as the case may be.

Following the cure of all registration defaults, the accrual of liquidated damages will cease.

Holders who do not tender their initial notes before the expiration of the exchange offer will not, subject to limited exceptions, be entitled to exchange these untendered initial notes for exchange notes. Holders of initial notes will not be able to offer or sell their initial notes, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws, unless the initial notes are subsequently registered under the Securities Act. Subject to limited exceptions, the issuers will have no obligation to register the initial notes.

EXPIRATION DATE; EXTENSIONS; AMENDMENTS; TERMINATION

The term "expiration date" shall mean _____, (30 days following the commencement of the exchange offer), unless the exchange offer is extended, in which case the term "expiration date" shall mean the latest date to which the exchange offer is extended.

In order to extend the expiration date, the issuers will notify the exchange agent of any extension by written notice and may notify the holders of the initial notes by mailing an announcement or by means of a press release or other public announcement prior to 9:00 A.M., New York City time, on the next business day after the previously scheduled expiration date.

In addition, the issuers reserve the right to delay acceptance of any initial notes, to extend the exchange offer or to terminate the exchange offer and not permit acceptance of initial notes not previously accepted if any of the conditions set forth herein under "--Conditions" shall have occurred and shall not have been waived by the issuers (if permitted to be waived), by giving written notice of such delay, extension or termination to the exchange agent. The issuers also reserve the right to amend the terms of the exchange offer in any manner deemed by them to be advantageous to the holders of the initial notes. If the issuers make any material change to terms of the exchange offer, the exchange offer shall remain open for a minimum of an additional five business days, if the exchange offer would otherwise expire during such period. Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by written notice of the delay to the exchange agent. If the issuers amend the exchange offer in a manner that constitutes a material change, the issuers will promptly disclose the amendment in a manner reasonably calculated to inform the holders of the initial notes of the amendment, including by providing public announcement or giving oral or written notice to the holders of the initial notes. A material change in the terms of the exchange offer could include, among other things, a change in the timing of the exchange offer, a change in the exchange agent and other similar changes in the terms of the exchange offer.

INTEREST ON THE EXCHANGE NOTES

The exchange notes will accrue interest payable in cash at 12% per annum, from the later of:

- the last interest payment date on which interest was paid on the initial notes surrendered in exchange therefor; and
- if the initial notes are surrendered for exchange on a date subsequent to the record date for an interest payment date to occur on or after the date of such exchange and as to which interest will be paid, the date of such interest payment.

PROCEDURES FOR TENDERING

In order to tender initial notes in the exchange offer, a holder must complete one of the procedures described below.

- The holder must cause The Depository Trust Company ("DTC") to deliver to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date, a confirmation that such holder's initial notes have been transferred from the account of a DTC participant to the exchange agent's account at DTC. The confirmation should include a message stating that DTC has received express acknowledgment from such DTC participant that it has received, and agrees to be bound by, the terms of the accompanying letter of transmittal and that the issuers may enforce such agreement against such DTC participant.
- The holder must complete, sign and date the letter of transmittal or a facsimile of it, have the signature guaranteed, if required by the letter of transmittal, and mail or otherwise deliver the letter of transmittal or facsimile of it, together with certificates for the initial notes being

tendered, to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date.

- The holder must comply with the guaranteed delivery procedure described below under "--Guaranteed Delivery Procedure."

THE METHOD OF DELIVERY OF INITIAL NOTES, LETTERS OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE ELECTION AND RISK OF THE HOLDERS. IN THE CASE OF ANY TENDER OF CERTIFICATED NOTES, WE RECOMMEND THAT HOLDERS USE AN OVERNIGHT OR HAND-DELIVERY SERVICE RATHER THAN TENDERING BY MAIL. IF A HOLDER DOES DELIVER BY MAIL, WE RECOMMEND USING REGISTERED MAIL, PROPERLY INSURED, WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE TIMELY DELIVERY. NO LETTERS OF TRANSMITTAL OR INITIAL NOTES SHOULD BE SENT TO THE ISSUERS.

Holders of initial notes may also request that their respective brokers, dealers, commercial banks, trust companies or nominees tender initial notes for them.

The tender by a holder of initial notes will constitute an agreement between such holder and the issuers in accordance with the terms and subject to the conditions set forth here and in the accompanying letter of transmittal.

Only a holder of initial notes may tender the initial notes in the exchange offer. The term "holder" for this purpose means any person in whose name initial notes are registered on the books of the Issuers or any other person who has obtained a properly completed bond power from the registered holder.

Any beneficial owner whose initial notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct the registered holder to tender on his or her behalf. If the beneficial owner wishes to tender on his or her own behalf, such beneficial owner must, prior to completing and executing the letter of transmittal and delivering his or her initial notes, either make appropriate arrangements to register ownership of the initial notes in such beneficial owner's name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

SIGNATURE REQUIREMENTS AND SIGNATURE GUARANTEES

Except in the two situations described below, signatures on a letter of transmittal or a notice of withdrawal must be guaranteed by:

- a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc.;
- a commercial bank or trust company having an office or correspondent in the United States; or
- an "eligible guarantor" institution within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature guarantees are not required if the initial notes are tendered:

- by a registered holder of the initial notes or a DTC participant whose name appears on the security position listing as holder, in either case who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal and the exchange notes are being issued directly to such registered holder or are being deposited into such DTC participant's account at DTC, as applicable; or
- for the account of an eligible guarantor institution.

If the letter of transmittal is signed by the record holder(s) of the initial notes tendered thereby, the signature must correspond with the name(s) written on the face of the initial notes without alteration, enlargement or any change whatsoever. If the letter of transmittal is signed by a DTC participant, the signature must correspond with the name as it appears on the security position listing as the holder of the initial notes.

If the registered holder of the initial notes does not sign the letter of transmittal, but rather the letter of transmittal is signed by someone else, those initial notes must be

- endorsed by the registered holder, with the signature on that letter guaranteed by an eligible guarantor institution; or
- accompanied by a bond power in form satisfactory to the issuers, signed by the registered holder, with that signature guaranteed by an eligible guarantor institution.

If the letter of transmittal, endorsement, bond power, power of attorney or any other documents required by the letter of transmittal are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, these persons must:

- indicate their status when signing; and
- submit evidence that satisfies the issuers of their authority to act in this capacity with respect to the letter of transmittal.

VALIDITY, FORM, ELIGIBILITY, ACCEPTANCE OF TENDERED INITIAL NOTES

All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of the tendered initial notes will be determined by the issuers in their sole discretion, which determination will be final and binding. The issuers reserve the absolute right to reject any and all initial notes not properly tendered or any initial notes which, if accepted, would, in the opinion of the issuers or their counsel, be unlawful. The issuers also reserve the absolute right to waive any conditions of the exchange offer or irregularities or defects in tender as to particular initial notes. The issuers' interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties.

Unless waived, any defects or irregularities in connection with tenders of initial notes must be cured within such time as the issuers shall determine. Neither the issuers, the exchange agent nor any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of initial notes, nor shall any of them incur any liability for failure to give such notification. Tendere of initial notes will not be deemed to have been made until such irregularities have been cured or waived. Any initial notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost by the exchange agent to the tendering holders of such initial notes, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

In addition, the issuers reserve the right in their sole discretion, subject to the provisions of the indenture relating to the initial notes and the exchange notes, to:

- purchase or make offers for any initial notes that remain outstanding subsequent to the expiration date or, terminate the exchange offer in accordance with the terms of the Exchange Offer and Registration Rights Agreement; and
- to the extent permitted by applicable law, purchase initial notes in the open market, in privately negotiated transactions or otherwise.

The terms of any such purchases or offers could differ from the terms of the exchange offer.

GUARANTEED DELIVERY PROCEDURE

If a registered holder of initial notes desires to tender initial notes but cannot complete the procedures for tendering described above in a timely manner, such holder may tender initial notes by causing an "eligible guarantor" institution, within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, to mail or otherwise deliver to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date, a properly completed and duly signed notice of guaranteed delivery and letter of transmittal, substantially in the form accompanying this prospectus. Such notice of guaranteed delivery must:

- set forth the registered holder's name and address, the certificate number of the initial notes being tendered, if available, and the principal amount of the initial notes being tendered;
- state that the tender is being made by an eligible guarantor institution; and
- guarantee that, within, five business days after the expiration date, the eligible guarantor institution will deposit with the exchange agent (1) a confirmation that the initial notes being tendered have been transferred from the account of a DTC participant to the exchange agent's account at DTC and any other documents required by the letter of transmittal or (2) certificates for the initial notes being tendered in proper form for transfer and (3) any other documents required by the letter of transmittal.

Any such tender will be valid if, within, five business days after the expiration date, the eligible guarantor institution makes such deposit as guaranteed.

ACCEPTANCE OF INITIAL NOTES FOR EXCHANGE; DELIVERY OF EXCHANGE NOTES

After all of the conditions to the exchange offer have been satisfied or waived, all initial notes properly tendered will be accepted, promptly after the expiration date, and the exchange notes will be issued promptly after acceptance of the initial notes. See "--Conditions" below. For purposes of the exchange offer, initial notes shall be deemed to have been accepted as validly tendered for exchange when, as and if the issuers have given written notice thereof to the exchange agent.

In all cases, issuance of exchange notes for initial notes that are accepted for exchange pursuant to the exchange offer will be made only after the exchange agent's timely receipt of:

- certificates for such initial notes or a timely confirmation of a book-entry transfer of such initial notes into the exchange agent's account at DTC,
- a properly completed and duly executed letter of transmittal, and
- all other required documents required by the letter of transmittal.

If any tendered initial notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if initial notes are submitted for a greater principal amount than the holder desires to exchange, such unaccepted or non-exchanged initial notes will be returned without expense to the tendering holder as promptly as practicable after the expiration or termination of the exchange offer. In the case of initial notes tendered by the book-entry transfer procedures described below, the non-exchanged initial notes will be credited to an account maintained with DTC.

BOOK-ENTRY TRANSFER

The exchange agent will make a request to establish an account with respect to the initial notes at DTC for purposes of the exchange offer within two business days after the date of this prospectus. Any financial institution that is a DTC participant may make book-entry delivery of initial notes by causing DTC to transfer such initial notes into the exchange agent's account at DTC in

accordance with DTC's procedures for transfer. However, although delivery of initial notes may be effected through book-entry transfer into the exchange agent's account at DTC, a confirmation of book-entry transfer or the letter of transmittal or facsimile thereof with any required signature guarantees and any other required documents must, in any case, be transmitted to and received by the exchange agent at one of the addresses set forth below under "--Exchange Agent" on or prior to the expiration date or the guaranteed delivery procedures described below must be complied with. DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT. All references in this prospectus to deposit of initial notes shall be deemed to include DTC's book-entry delivery method.

WITHDRAWAL OF TENDERS

Except as otherwise provided herein, tenders of initial notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

A holder may withdraw initial notes it has tendered in the exchange offer by delivering a written notice of withdrawal to the exchange agent prior to 5:00 p.m., New York City time on the expiration date. Any such notice of withdrawal must:

1. specify the name of the person that tendered the initial notes to be withdrawn;
2. identify the initial notes to be withdrawn, including, if applicable, the registration number or numbers and total principal amount of such initial notes;
3. be signed by the holder in the same manner as the original signature on the letter of transmittal by which such initial notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to permit the trustee with respect to the initial notes to register the transfer of such initial notes into the name of the person withdrawing the tender;
4. specify the name in which any such initial notes are to be registered, if different from that of the person that deposited them initially; and
5. if the initial notes have been tendered pursuant to the book-entry procedures, specify the name and number of the DTC participant's account at DTC to be credited, if different than that of the person withdrawing the tender.

The issuers will determine all questions as to the validity, form and eligibility, time of receipt of such notices, which shall be final and binding on all parties. Any initial notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any initial notes that have been tendered for exchange and that are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of initial notes tendered by book-entry transfer, such initial notes will be credited to an account maintained with the Book-Entry Transfer Facility for the initial notes) as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn initial notes may be re-tendered by following one of the procedures described under "--Procedures for Tendering" and "--Book-Entry Transfer" above at any time on or prior to the expiration date.

CONDITIONS

Notwithstanding any other term of the exchange offer, initial notes will not be required to be accepted for exchange, nor will exchange notes be issued in exchange for any initial notes, and the

issuers may terminate or amend the exchange offer as provided herein before the acceptance of such initial notes, if:

1. because of any change in law, or applicable interpretations thereof by the SEC, the issuers determine that it is not permitted to effect the exchange offer;
2. an action is proceeding or threatened that would materially impair the issuers' ability to proceed with the exchange offer; or
3. not all government approvals that the issuers deem necessary for the consummation of the exchange offer have been received.

The issuers have no obligation to, and will not knowingly, permit acceptance of tenders of initial notes:

- from affiliates of the issuers within the meaning of Rule 405 under the Securities Act;
- from any other holder or holders who are not eligible to participate in the exchange offer under applicable law or interpretations by the SEC; or
- if the exchange notes to be received by such holder or holders of initial notes in the exchange offer, upon receipt, will not be tradable by such holder without restriction under the Securities Act and the Exchange Act and without material restrictions under the "blue sky" or securities laws of substantially all of the states of the United States.

ACCOUNTING TREATMENT

The exchange notes will be recorded at the same carrying value as the initial notes, as reflected in the issuers' accounting records on the date of the exchange. Accordingly, no gain or loss for accounting purposes will be recognized by the issuers. The costs of the exchange offer and the unamortized expenses related to the issuance of the initial notes will be amortized over the term of the exchange notes.

EXCHANGE AGENT

State Street Bank and Trust Company has been appointed as exchange agent for the exchange offer. Questions and requests for assistance and requests for additional copies of this prospectus, the letter of transmittal or notice of guaranteed delivery should be directed to the exchange agent addressed as follows:

BY MAIL:

State Street Bank and Trust Company
Corporate Trust Department
P.O. Box 778
Boston, Massachusetts
02102-0078

Attn: Mackenzie Elijah
BY COURIER OR HAND DELIVERY:
State Street Bank and Trust Company
Corporate Trust Window, 5th Floor
2 Avenue de Lafayette
Boston, Massachusetts 02111
Attn: Mackenzie Elijah

BY HAND IN NEW YORK UNTIL 5:00PM
(AS DROP AGENT)
State Street Bank and Trust Company
Corporate Trust Window
61 Broadway
15th Floor
New York, New York 10006

BY FACSIMILE: (617) 662-1452
Confirm by Telephone: (617) 662-1525

FEES AND EXPENSES

The issuers will pay the expenses of soliciting tenders under the exchange offer. The principal solicitation for tenders pursuant to the exchange offer is being made by mail; however, additional solicitations may be made by telegraph, telephone, teletype or in person by officers and regular employees of the issuers.

The issuers will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. The issuers, however, will pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable documented out-of-pocket expenses in connection therewith. The Issuers may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, the letter of transmittal and related documents to the beneficial owners of the initial notes, and in handling or forwarding tenders for exchange.

The expenses to be incurred in connection with the exchange offer will be paid by the Issuers, including fees and expenses of the exchange agent and trustee and accounting, legal, printing and related fees and expenses.

The issuers will pay all transfer taxes, if any, applicable to the exchange of initial notes pursuant to the exchange offer. If, however:

- certificates representing exchange notes or initial notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the initial notes tendered;
- tendered initial notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of initial notes pursuant to the exchange offer;

then the amount of any such transfer taxes, whether imposed on the registered holder or any other persons, will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of the transfer taxes will be billed directly to the tendering holder.

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes under the exchange offer. In consideration for issuing the exchange notes as contemplated in this prospectus, we will receive initial notes in like principal amount, the terms of which are identical in all material respects to the exchange notes. The initial notes surrendered in exchange for the exchange notes will be retired and canceled and cannot be reissued. Accordingly, the issuance of the exchange notes will not result in any increase in our indebtedness. The proceeds received from the sale of the initial notes were used to help finance our recapitalization.

SELECTED HISTORICAL FINANCIAL DATA

The following table sets forth our summary historical financial data. These data are based on our unaudited historical combined financial statements as of and for the fiscal years ended December 31, 1994 and 1995, which are not included herein, our audited historical combined financial statements as of and for the fiscal years ended December 31, 1996, 1997 and 1998 (the "Audited Combined Financial Statements") our unaudited historical combined financial statements for the nine-month period ended September 26, 1998 and the period from January 1, 1999 through August 3, 1999 (the "Unaudited Interim Combined Financial Statements"), and our unaudited historical consolidated financial statements for the period from August 4, 1999 through October 2, 1999 (the "Unaudited Interim Consolidated Financial Statements"). Our fiscal year ends on December 31st of each year, and each of the first three fiscal quarters of each fiscal year ends on the Saturday closest to the calendar quarter end. As a result, the nine-month period ended October 2, 1999 was longer than the nine-month period ended September 26, 1998. You should read this information in conjunction with "Management's Discussion and Analysis of Financial Position and Results of Operations," the Unaudited Interim Consolidated Financial Statements, the Unaudited Interim Combined Financial Statements and the Audited Combined Financial Statements included elsewhere in this prospectus.

	YEARS ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 26, 1998	JANUARY 1, 1999 THROUGH AUGUST 3, 1999	AUGUST 4, 1999 THROUGH OCTOBER 2, 1999
	1994	1995	1996	1997	1998			
(dollars in millions, except for ratios)								
STATEMENT OF INCOME INFORMATION:								
OPERATING REVENUES:								
Net sales--trade (product revenues).....	\$1,702.7	\$2,011.1	\$1,748.0	\$1,815.2	\$1,493.4	\$1,133.3	\$894.3	\$ 301.2
Foundry sales.....	--	--	--	--	--	--	--	28.0
Total revenues.....	1,702.7	2,011.1	1,748.0	1,815.2	1,493.4	1,133.3	894.3	329.2
DIRECT AND ALLOCATED COSTS AND EXPENSES:								
Cost of sales.....	1,047.9	1,209.5	1,128.8	1,119.6	1,068.8	810.1	626.7	241.1
Research and development....	65.3	78.1	71.7	65.7	67.5	53.1	34.3	6.9
Selling and marketing.....	84.7	99.7	94.4	110.7	92.4	70.8	39.0	8.8
General and administrative.....	165.6	180.3	150.8	239.8	201.6	158.6	85.0	26.1
Restructuring and other charges.....	--	--	--	--	189.8	189.8	--	6.4
Operating income (loss).....	339.2	443.5	302.3	279.4	(126.7)	(149.1)	109.3	39.9
OTHER INCOME (EXPENSES):								
Equity in earnings from joint ventures.....	--	--	2.4	1.6	8.4	3.7	3.0	0.8
Interest expense.....	(15.0)	(17.7)	(15.0)	(11.0)	(18.0)	(11.4)	(7.5)	(23.0)
Minority interests.....	--	--	--	--	--	--	--	(0.3)
Other expenses, net.....	(15.0)	(17.7)	(12.6)	(9.4)	(9.6)	(7.7)	(4.5)	(22.5)
Revenues less direct and allocated expenses before taxes.....	\$ 324.2	\$ 425.8	\$ 289.7	\$ 270.0	\$ (136.3)	\$ (156.8)	\$104.8	17.4
Provision for income taxes.....								(14.9)
Net income.....								\$ 2.5

	YEARS ENDED DECEMBER 31,					NINE MONTHS	JANUARY 1,	AUGUST 4,
	1994	1995	1996	1997	1998	ENDED SEPTEMBER 26, 1998	1999 THROUGH AUGUST 3, 1999	1999 THROUGH OCTOBER 2, 1999
(dollars in millions, except for ratios)								
SUPPLEMENTAL DATA:								
Adjusted EBITDA(1).....	\$ 450.0	\$ 578.9	\$ 447.1	\$ 425.7	\$ 212.7	\$ 146.2	\$189.7	\$ 72.4
Depreciation and amortization.....	110.8	135.4	142.4	144.7	141.2	101.8	77.4	25.3
Capital expenditures.....	142.0	252.5	190.7	157.8	81.2	71.8	27.5	19.7
Cash flow from operating activities, excluding Motorola financing and taxes(2)....	N/A(4)	421.5	424.0	307.5	130.3	104.1	111.4	--
Cash flow used in investing activities(2).....	N/A(4)	(252.5)	(190.7)	(157.8)	(81.2)	(71.8)	(27.5)	(19.7)
Net financing provided to Motorola(2).....	N/A(4)	169.0	233.3	149.7	49.1	32.3	83.9	--
Cash flow from operating activities.....	--	--	--	--	--	--	--	7.2
Cash flow from financing activities.....	--	--	--	--	--	--	--	119.6
Ratio of earnings to fixed charges(3).....	N/A(5)	N/A(5)	N/A(5)	N/A(5)	--	--	12.9	1.7
BALANCE SHEET DATA (END OF PERIOD):								
Total assets.....	\$ 558.5	\$ 714.2	\$ 768.9	\$ 900.6	\$ 776.6			\$1,513.1
Total business equity.....	534.5	689.7	746.1	866.4	681.0			--
Total stockholders' equity (deficit).....								(284.9)

N/A - Not available

(1) Adjusted EBITDA represents earnings before taxes on income, interest expense, depreciation and amortization, restructuring and other charges and minority interests. We are including Adjusted EBITDA data because we understand that some investors consider such information as an additional basis on which to evaluate our ability to pay interest, repay debt and make capital expenditures. Because all companies do not calculate Adjusted EBITDA identically, the presentation of Adjusted EBITDA herein is not necessarily comparable to similarly entitled measures of other companies. Adjusted EBITDA is not intended to represent and should not be considered more meaningful than, or an alternative to, measures of operating performance as determined in accordance with generally accepted accounting principles.

(2) Motorola's cash management system is not designed to track centralized cash and related financing transactions to the specific cash requirements of our business. In addition, Motorola's transaction systems are not designed to track receivables, liabilities, cash receipts and payments on a business-specific basis. Given these constraints, supplemental cash flow information is included in our audited historical combined financial statements and our unaudited historical combined financial statements to facilitate analysis of key components of cash flow activity. Net financing provided to Motorola does not necessarily represent our cash flows, or the timing of such flows, had we operated on a stand-alone basis.

(3) We have calculated our ratio of earnings to fixed charges as earnings, which are revenues less direct and allocated expenses before taxes and before adjustments for income or loss from equity investments and fixed charges, divided by fixed charges, which are expensed and capitalized interest, amortized premiums, discounts and capitalized expenses related to indebtedness and estimated interest included in rental expense. The deficiencies for 1998 and the nine months ended September 26, 1998 of \$144.7 million and \$160.5 million, respectively, were primarily due to the charge recorded in June 1998 to cover one-time costs of Motorola's portion of our recent restructuring.

(4) The cash flow data for 1994 is not available because a carve out of the December 31, 1993 balance sheet from Motorola's accounting records was not prepared. It is impracticable for us to prepare the 1993 balance sheet in order to derive the cash flow data for 1994.

(5) The ratios of earnings to fixed charges for the years 1994 through 1997 have not been presented because, prior to our August 1999 recapitalization, we did not have any debt. Interest expense was allocated to us by Motorola and was not based on our actual fixed charges. We believe that such information computed on a historical basis is not meaningful to investors.

UNAUDITED PRO FORMA FINANCIAL DATA

We are presenting below our unaudited pro forma statements of revenues less direct and allocated expenses before taxes to show how our results of operations might have looked if we had been an independent company for the periods presented. We based these pro forma data on, and you should read them together with, the Audited Combined Financial Statements, the Unaudited Interim Combined Financial Statements and the Unaudited Interim Consolidated Financial Statements that are included elsewhere in this prospectus. See "Index to Financial Statements." We prepared these pro forma financial data using the assumptions described below and in the related notes thereto.

We prepared these pro forma statements of revenues less direct and allocated expenses before taxes for the nine months ended October 2, 1999 and September 26, 1998 and for the year ended December 31, 1998 as if our recapitalization and the related transactions had taken place on the first day of the periods presented. The financial statements give pro forma effect to:

(1) borrowings under our senior bank facilities (approximately \$740.5 million), the issuance and sale of the initial notes (\$400 million) and the issuance of our junior subordinated note (\$91 million);

(2) the exclusion of the Opto isolator product group, which Motorola sold to a third party during the third quarter of fiscal year 1998;

(3) the consolidation of majority-owned joint venture investments accounted for in our audited combined financial statements on the equity method;

(4) the inclusion of foundry sales and manufacturing expenses in our revenues and cost of sales as historically both sales and manufacturing expenses were included in cost of sales; and

(5) quantifiable adjustments to reflect our results of operations on a stand-alone basis.

Prior to our recapitalization, the joint ventures described above in clause (3) were financed with equity contributions from joint venture partners and third-party non-recourse borrowings. As part of our recapitalization, these third-party non-recourse borrowings were refinanced with intercompany loans from us.

The pro forma adjustments are based upon available information and assumptions that management believes are reasonable. We have not adjusted the pro forma financial statements operating efficiencies and additional cost savings that we may realize as a result of our stand-alone operations.

Prior to our recapitalization, we were a part of Motorola rather than a stand-alone company. As a result, Motorola allocated a portion of its corporate, marketing, administrative and development expenses to us, which is reflected in the Audited Combined Financial Statements and Unaudited Interim Combined Financial Statements. In the opinion of our management, these allocations are reasonable. However, these expenses may not be indicative of, and it is not feasible to estimate, the nature and level of expenses that might have been incurred had we operated as an independent company for the periods presented. Our management estimates that the aggregate general, administrative, selling and marketing expenses to be incurred during the first year after our recapitalization will be less than the total amount that we incurred directly and that Motorola allocated to us prior to the recapitalization.

We are providing the unaudited pro forma statements of revenues less direct and allocated expenses before taxes that follow for illustrative purposes only. They do not purport to represent what our results of operations would have been had our recapitalization actually occurred as of the dates indicated, and they do not purport to project our future results of operations.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)
FORMERLY,
SEMICONDUCTOR COMPONENTS GROUP OF MOTOROLA, INC.
UNAUDITED PRO FORMA STATEMENT OF REVENUES
LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES
For the nine months ended October 2, 1999
(dollars in millions)

JANUARY 1, 1999 THROUGH AUGUST 3, 1999

	HISTORICAL SCG	ADJUSTMENTS TO EXCLUDE OPTO	ADJUSTMENTS FOR CONSOLIDATION OF JOINT VENTURES	ADJUSTMENTS FOR FOUNDRY SALES	ADJUSTMENTS FOR RECAPITALIZATION AND RELATED TRANSACTIONS	SUBTOTAL	AUGUST 4, 1999 THROUGH OCTOBER 2, 1999
Total revenues.....	\$894.3	\$(1.8)(A)	\$ 1.4(B)	\$91.1(C)		\$985.0	\$329.2
Direct and allocated costs and expenses:							
Cost of sales.....	626.7	(1.5)(A)	(8.4)(B)	91.1(C)		707.9	241.1
Research and development.....	34.3				\$(13.5)(E)	20.8	6.9
Selling and marketing.....	39.0					39.0	8.8
General and administrative...	85.0		7.1(B)		4.9(E)	97.0	26.1
Restructuring charges.....	--					--	6.4
Total operating costs and expenses.....	785.0					864.7	289.3
Operating income.....	109.3					120.3	39.9
Other income (expenses):							
Equity in earnings from joint ventures.....	3.0 (7.5)		(2.8)(B) (2.2)(B)		(77.3)(F)	0.2	0.8
Interest expense...					9.7(G)	(77.3)	(23.0)
Minority interest..	--		(0.9)(B)			(0.9)	(0.3)
Other expenses, net.....	(4.5)					(78.0)	(22.5)
Revenues less direct and allocated expenses before taxes.....	\$104.8 =====					\$ 42.3 =====	\$ 17.4 =====

PRO
FORMA

Total revenues.....	\$1,314.2
Direct and allocated costs and expenses:	
Cost of sales.....	949.0
Research and development.....	27.7
Selling and marketing.....	47.8
General and administrative...	123.1
Restructuring charges.....	6.4
Total operating costs and expenses.....	1,154.0
Operating income.....	160.2
Other income (expenses):	
Equity in earnings from joint ventures.....	1.0
Interest expense...	(100.3)
Minority interest..	(1.2)
Other expenses, net.....	(100.5)
Revenues less direct and	

allocated
expenses before
taxes..... \$ 59.7
=====

See accompanying Notes to the Unaudited Pro Forma Statements
of Revenues Less Direct and Allocated Expenses Before Taxes.

SEMICONDUCTOR COMPONENTS GROUP OF MOTOROLA, INC.
 UNAUDITED PRO FORMA STATEMENT OF REVENUES
 LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES
 For the nine months ended September 26, 1998
 (dollars in millions)

	HISTORICAL SCG	ADJUSTMENTS TO EXCLUDE OPTO	ADJUSTMENTS FOR CONSOLIDATION OF JOINT VENTURES	ADJUSTMENTS FOR FOUNDRY SALES	ADJUSTMENTS FOR RECAPITALIZATION AND RELATED TRANSACTIONS	PRO FORMA
	-----	-----	-----	-----	-----	-----
Total revenues.....	\$1,133.3	\$(21.8)(A)	\$ 2.4(B)	\$126.3(C)		\$1,240.2
Direct and allocated costs and expenses:						
Cost of sales.....	810.1	(22.7)(A)	(7.9)(B)	126.3(C)	\$ 2.6(D)	908.4
Research and development.....	53.1				(22.8)(E)	30.3
Selling and marketing... General and administrative.....	70.8					70.8
Restructuring charges....	158.6	(0.3)	0.1(B)		0.3(E)	158.7
	189.8					189.8
	-----					-----
Total operating costs and expenses.....	1,282.4					1,358.0
	-----					-----
Operating loss.....	(149.1)					(117.8)
	-----					-----
Operating income (expenses):						
Equity in earnings from joint ventures.....	3.7		(0.5)(B)			3.2
Interest expense.....	(11.4)		(2.2)(B)		(99.4)(F) 13.6(G)	(99.4)
Minority interest.....	--		(2.8)(B)			(2.8)
	-----					-----
Other expenses, net.....	(7.7)					(99.0)
	-----					-----
Revenues less direct and allocated expenses before taxes.....	\$ (156.8)					\$ (216.8)
	=====					=====

See accompanying Notes to the Unaudited Pro Forma Statements
of Revenues Less Direct and Allocated Expenses Before Taxes.

SEMICONDUCTOR COMPONENTS GROUP OF MOTOROLA, INC.
 UNAUDITED PRO FORMA STATEMENT OF REVENUES
 LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES
 For the year ended December 31, 1998
 (dollars in millions)

	HISTORICAL SCG	ADJUSTMENTS TO EXCLUDE OPTO	ADJUSTMENTS FOR CONSOLIDATION OF JOINT VENTURES	ADJUSTMENTS FOR FOUNDRY SALES	ADJUSTMENTS FOR RECAPITALIZATION AND RELATED TRANSACTIONS	PRO FORMA
	-----	-----	-----	-----	-----	-----
Total revenues.....	\$1,493.4	\$(22.7)(A)	\$ 3.1(B)	\$162.3(C)		\$1,636.1
Direct and allocated costs and expenses:						
Cost of sales.....	1,068.8	(24.0)(A)	(12.7)(B)	162.3(C)	\$ 3.6(D)	1,198.0
Research and development.....	67.5				(29.1)(E)	38.4
Selling and marketing... General and administrative.....	92.4					92.4
Restructuring charges....	201.6	(0.5)(A)	(1.7)(B)		(6.2)(E)	193.2
	189.8					189.8
	-----					-----
Total operating costs and expenses.....	1,620.1					1,711.8
	-----					-----
Operating loss.....	(126.7)					(75.7)
	-----					-----
Equity in earnings from joint ventures.....	8.4		(3.7)(B)			4.7
Interest expense.....	(18.0)		(3.3)(B)		(132.5)(F) 21.3(G)	(132.5)
	-----		(6.2)(B)			(6.2)
Minority interest.....	--					(134.0)
	-----					-----
Other expenses, net.....	(9.6)					(134.0)
	-----					-----
Revenues less direct and allocated expenses before taxes.....	\$ (136.3)					\$ (209.7)
	=====					=====

See accompanying Notes to the Unaudited Pro Forma Statements
of Revenues Less Direct and Allocated Expenses Before Taxes.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)
FORMERLY,
SEMICONDUCTOR COMPONENTS GROUP OF MOTOROLA, INC.
NOTES TO THE UNAUDITED PRO FORMA STATEMENTS OF
REVENUES LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES
(dollars in millions)

(A) Represents the elimination of sales, cost of sales and general and administrative expenses related to Opto, which Motorola sold to a third-party during the third quarter of fiscal year 1998.

(B) Represents the net adjustments for the consolidation of Leshan-Phoenix Semiconductor Co., Ltd., Tesla Sezam, a.s., Terosil, a.s., and Slovakia Electronics Industries, a.s. (together, the "Combined Joint Ventures") with the Semiconductor Components Group of Motorola. The Combined Joint Ventures were accounted for in the Audited Combined Financial Statements and the Unaudited Interim Combined Financial Statements on the equity method. Prior to the recapitalization, the Combined Joint Ventures were financed independently, from equity contributions from joint venture partners and third-party non-recourse borrowings. As part of the recapitalization, SCG Holding refinanced these third-party non-recourse borrowings with intercompany loans from Semiconductor Components Industries, LLC.

As of October 2, 1999, SCG Holding beneficially owned a majority of the outstanding equity interests in Leshan and 100% of the outstanding equity interests in Slovakia Electronics Industries. At such date, it also held 49.9% of the outstanding equity interests in Tesla and Terosil, and Tesla and Terosil held cross-ownership stakes in each other which resulted in SCG Holding's beneficial ownership of 58.4% and 62.5%, respectively. The following sets forth the results for the Combined Joint Ventures and elimination entries for the nine months ended October 2, 1999 and September 26, 1998 and the year ended December 31, 1998, respectively. Amounts remaining in equity in earnings from joint ventures after the adjustment for consolidation of the Combined Joint Ventures represent earnings from Semiconductor Miniature Products Malaysia Sdn. Bhd., a joint venture in which we hold a 50% interest and which is accounted for on the equity basis for periods before and after the recapitalization.

FOR THE NINE MONTHS ENDED OCTOBER 2, 1999:

	LESHAN	TESLA	TEROSIL	SLOVAKIA ELECTRONICS INDUSTRIES	COMBINED JOINT VENTURES	ELIMINATIONS	ADJUSTMENTS FOR CONSOLIDATION OF JOINT VENTURES
Revenue.....	\$15.0	\$22.8	\$ 5.5	\$ 0.2	\$43.5	\$(42.1)(1)	\$1.4
Cost of sales.....	9.3	19.1	5.1	0.2	33.7	(42.1)(2)	(8.4)
Gross margin.....	5.7	3.7	0.4	--	9.8	--	9.8
General and administrative expenses.....	0.6	4.5	1.1	0.9	7.1	--	7.1
Earnings before interest and tax.....	5.1	(0.8)	(0.7)	(0.9)	2.7	--	2.7
Interest expenses.....	0.7	1.1	0.4	--	2.2	--	2.2
Minority interest.....	--	--	--	--	--	0.9 (3)	0.9
Profit before tax.....	\$ 4.4	\$(1.9)	\$(1.1)	\$(0.9)	\$ 0.5	\$ (0.9)	\$(0.4)

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)
FORMERLY,
SEMICONDUCTOR COMPONENTS GROUP OF MOTOROLA, INC.
NOTES TO THE UNAUDITED PRO FORMA STATEMENTS OF
REVENUES LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES
(dollars in millions) (Continued)

FOR THE NINE MONTHS ENDED SEPTEMBER 26, 1998:

	LESHAN	TESLA	TEROSIL	SLOVAKIA ELECTRONICS INDUSTRIES	COMBINED JOINT VENTURES	ELIMINATIONS	ADJUSTMENTS FOR CONSOLIDATION OF JOINT VENTURES
Revenue.....	\$12.3	\$20.2	\$ 7.8	\$ --	\$40.3	\$(37.9)(1)	\$ 2.4
Cost of sales.....	7.4	16.1	6.5	--	30.0	(37.9)(2)	(7.9)
Gross margin.....	4.9	4.1	1.3	--	10.3	--	10.3
General and administrative expenses.....	1.7	(1.2)	(0.4)	--	0.1	--	0.1
Earnings before interest and tax.....	3.2	5.3	1.7	--	10.2	--	10.2
Interest expenses.....	1.2	0.9	0.1	--	2.2	--	2.2
Minority interest.....	--	--	--	--	--	2.8 (3)	2.8
Profit before tax.....	\$ 2.0	\$ 4.4	\$ 1.6	\$ --	\$ 8.0	\$ (2.8)	\$ 5.2

FOR THE YEAR ENDED DECEMBER 31, 1998:

	LESHAN	TESLA	TEROSIL	SLOVAKIA ELECTRONICS INDUSTRIES	COMBINED JOINT VENTURES	ELIMINATIONS	ADJUSTMENTS FOR CONSOLIDATION OF JOINT VENTURES
Revenue.....	\$18.5	\$28.6	\$ 9.6	\$ --	\$56.7	\$(53.6)(1)	\$ 3.1
Cost of sales.....	9.3	23.1	8.5	--	40.9	(53.6)(2)	(12.7)
Gross margin.....	9.2	5.5	1.1	--	15.8	--	15.8
General and administrative expenses.....	2.1	(3.6)	(0.3)	0.1	(1.7)	--	(1.7)
Earnings before interest and tax.....	7.1	9.1	1.4	(0.1)	17.5	--	17.5
Interest expenses.....	1.5	1.5	0.2	0.1	3.3	--	3.3
Minority interest.....	--	--	--	--	--	6.2 (3)	6.2
Profit before tax.....	\$ 5.6	\$ 7.6	\$ 1.2	\$(0.2)	\$14.2	\$ (6.2)	\$ 8.0

The following items describe the adjustments for consolidation of the Combined Joint Ventures for the nine-month periods ended October 2, 1999 and September 26, 1998 and the year ended December 31, 1998:

- (1) Represents the adjustment to consolidate the Combined Joint Venture revenues (excluding sales from the Combined Joint Ventures to us) with our revenues.
- (2) Represents the elimination of the Combined Joint Venture sales to us from cost of goods sold, as we had already included purchases from the Combined Joint Ventures in our cost of goods sold.
- (3) Represents the adjustment to record the minority ownership interest for the Combined Joint Ventures upon consolidation.

Additionally, the statements reflect the adjustments to eliminate equity earnings of the Combined Joint Ventures included in the Audited Combined

Financial Statements and Unaudited Interim Combined Financial Statements of
\$2.8, \$0.5 and \$3.7 for the nine months ended October 2, 1999 and
September 26, 1998 and the year ended December 31, 1998.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

FORMERLY,
SEMICONDUCTOR COMPONENTS GROUP OF MOTOROLA, INC.
NOTES TO THE UNAUDITED PRO FORMA STATEMENTS OF
REVENUES LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES (CONTINUED)

(dollars in millions)

- (C) Historically, the Semiconductor Components Group manufactured products at cost for other divisions of Motorola's Semiconductor Products Sector. This adjustment reflects the foundry revenues and cost of sales associated with products manufactured for other divisions of Motorola's Semiconductor Products Sector, which on a historical basis had been recorded as an offset to cost of sales at cost. SCG Holding now records such sales in a manner consistent with other third-party sales.
- (D) Reflects the elimination of interest expense, which was charged to the Semiconductor Components Group by other divisions of Motorola's Semiconductor Products Sector in the cost of products purchased, to cost of sales.
- (E) Reflects the elimination of Motorola cost allocations for corporate and divisional research and development and other allocated costs that bear no direct or indirect relationship to our operations. These costs represent allocations in excess of what we will incur on a stand-alone basis.

	JANUARY 1, 1999 THROUGH AUGUST 3, 1999	NINE MONTHS ENDED SEPTEMBER 26, 1998	YEAR ENDED DECEMBER 31, 1998
	-----	-----	-----
Corporate research and development (1).....	\$ 3.2	\$ 4.8	\$ 6.4
Sector engineering (2).....	10.3	18.0	22.7
	-----	-----	-----
	\$13.5	\$22.8	\$29.1
	=====	=====	=====

	JANUARY 1, 1999 THROUGH AUGUST 3, 1999	NINE MONTHS ENDED SEPTEMBER 26, 1998	YEAR ENDED DECEMBER 31, 1998
	-----	-----	-----
Royalty income (3).....	\$(5.4)	\$(8.6)	\$(10.8)
Other (income) expenses (4)...	0.5	8.3	17.0
	-----	-----	-----
	\$(4.9)	\$(0.3)	\$ 6.2
	=====	=====	=====

The following describes the above cost allocation adjustments:

- (1) Represents the elimination of the portion of Motorola's expenses for its corporate research and development labs that was allocated to the Semiconductor Components Group. These costs are for Motorola projects. SCG Holding's management believes that SCG Holding will not incur costs relating to these projects in the future.
- (2) Represents the elimination of the portion of Motorola's expenses for sector engineering that was allocated to the Semiconductor Components Group, excluding the costs for the CDMC lab (which performed product research and development for Motorola's Semiconductor Components Group's TMOS products). SCG Holding's management believes that SCG Holding will not incur costs relating to these research and development activities in the future.
- (3) Represents the elimination of royalty income, which Motorola allocated to all of its businesses. This royalty income is not necessarily indicative of the income that SCG Holding receives as a stand-alone company.

(4) Represents the elimination of other income and expenses, which Motorola allocated to all of its businesses. These items principally include chemical decontamination costs and other expenses. SCG Holding's management believes that these costs or income will not recur in the future.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

FORMERLY,
SEMICONDUCTOR COMPONENTS GROUP OF MOTOROLA, INC.
NOTES TO THE UNAUDITED PRO FORMA STATEMENTS OF
REVENUES LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES (CONTINUED)

(dollars in millions)

- (F) Reflects the additional interest expense resulting from borrowings of \$1,231.5 under the credit agreement relating to the senior bank facilities, the notes and the junior subordinated note and includes \$3.7, \$4.8 and \$6.4 of deferred financing cost amortization for the approximate seven-month period ended August 3, 1999, the nine-month period ended September 26, 1998 and the year ended December 31, 1998, respectively. Such borrowings are expected to bear interest at the following:

Tranche A of senior bank facilities of \$65.5--LIBOR plus 3.00% (8.75%, assumed rate)

Tranche B of senior bank facilities of \$325.0--LIBOR plus 3.50% (9.25%, assumed rate)

Tranche C of senior bank facilities of \$350.0--LIBOR plus 3.75% (9.50%, assumed rate)

Notes of \$400.0 (12.00%, fixed rate)

Junior subordinated note of \$91.0 (10.00% fixed rate)

For purposes of the unaudited pro forma statements of revenues less direct and allocated expenses before taxes, the assumed interest rates have been used to calculate interest expense of \$77.3, \$99.4 and \$132.5 (including the above mentioned deferred financing cost amortization) for the seven-month period ended August 3, 1999, the nine-month period ended September 26, 1998 and the year ended December 31, 1998, respectively. Such interest rates are representative of the interest rates that would have been in effect under the credit agreement relating to the senior bank facilities had SCG Holding borrowed such amounts on January 1, 1998 and had such amounts remained outstanding throughout the periods presented. A 0.125% increase or decrease in LIBOR would have resulted in a \$0.5, \$0.7 and \$0.9 adjustment to interest expense for the seven-month period ended August 3, 1999, the nine-month period ended September 26, 1998 and the year ended December 31, 1998, respectively.

- (G) Reflects the elimination of corporate interest allocated to the Semiconductor Components Group.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

YOU SHOULD READ THE FOLLOWING DISCUSSION IN CONJUNCTION WITH THE AUDITED COMBINED FINANCIAL STATEMENTS, THE UNAUDITED INTERIM COMBINED FINANCIAL STATEMENTS, THE UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS AND THE UNAUDITED PRO FORMA FINANCIAL STATEMENTS, WHICH ARE INCLUDED ELSEWHERE IN THIS PROSPECTUS. THE UNAUDITED INTERIM COMBINED FINANCIAL STATEMENTS AND THE AUDITED COMBINED FINANCIAL STATEMENTS PRESENT THE COMBINED ASSETS, LIABILITIES AND BUSINESS EQUITY AND THE RELATED COMBINED REVENUES LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES OF THE BUSINESS OF MOTOROLA'S SEMICONDUCTOR COMPONENTS GROUP PRIOR TO THE RECAPITALIZATION AND THE RELATED TRANSACTION, AND ARE NOT INTENDED TO BE A COMPLETE PRESENTATION OF THE FINANCIAL POSITION, RESULTS OF OPERATIONS OR CASH FLOWS OF THE BUSINESS OF SCG HOLDING CORPORATION AND ITS CONSOLIDATED SUBSIDIARIES. THE RESULTS OF OPERATIONS BEFORE TAXES ARE NOT NECESSARILY INDICATIVE OF THE RESULTS OF OPERATIONS BEFORE TAXES THAT WOULD BE RECORDED BY SCG HOLDING ON A STAND-ALONE BASIS. THE UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS PRESENT THE CONSOLIDATED FINANCIAL POSITION AND RESULTS OF OPERATIONS OF SCG HOLDING CORPORATION AND ITS CONSOLIDATED SUBSIDIARIES ON A STAND-ALONE BASIS SUBSEQUENT TO ITS AUGUST 4, 1999 RECAPITALIZATION. OUR FISCAL YEAR ENDS ON DECEMBER 31ST OF EACH YEAR, AND EACH OF THE FIRST THREE FISCAL QUARTERS OF EACH FISCAL YEAR ENDS ON THE SATURDAY CLOSEST TO THE CALENDAR QUARTER END. AS A RESULT, THE NINE-MONTH PERIOD ENDED OCTOBER 2, 1999 WAS LONGER THAN THE NINE-MONTH PERIOD ENDED SEPTEMBER 26, 1998.

OVERVIEW

We are the largest independent supplier of semiconductor components in the world. Our total addressable market, consisting generally of discrete, standard analog and standard logic semiconductors, comprised approximately \$16.9 billion of revenues in 1998. Generically referred to as semiconductor "components," these devices are "building blocks" that provide the power control, power protection and interfacing necessary for almost all electronic systems, including computers, consumer electronics, communications equipment, automotive systems and industrial automation and control systems. With a portfolio of over 16,000 products, we offer our customers a single source of supply for virtually all their components needs, including the broadest selection of discrete semiconductor products in the industry and an extensive line of standard analog and standard logic products. Our products generally have long market life cycles, averaging 10 to 20 years, with some as long as 30 years. The long life of these products allows us to use our manufacturing assets for longer periods of time, leading to lower capital expenditures. Our total sales volume was approximately 15 billion units in 1998, and we expect our sales volume to be approximately 18 billion units during 1999.

RECENT RESTRUCTURING. In 1997, Motorola created the Semiconductor Components Group as a separate division within its Semiconductor Products Sector to concentrate on the manufacturing of discrete, standard analog and standard logic semiconductors. In 1998, Motorola initiated a company-wide restructuring with the goal of increasing the manufacturing efficiency of various operations within each of Motorola's business groups. In furtherance of this strategy, we have implemented ongoing cost-saving initiatives to rationalize our product portfolio, close plants and relocate or outsource related operations to take advantage of lower-cost labor markets and make our manufacturing processes more efficient. As part of this restructuring program, we have closed plants in Arizona and the Philippines. We expect to complete this restructuring program by the end of 2000 and, as a result, expect to realize annual cost savings of approximately \$210 million in 2000, as compared to our cost structure at the beginning of 1998. Motorola recorded a restructuring charge in the second quarter of 1998, of which \$189.8 million was allocated to us. We do not currently anticipate any significant additional costs in connection with this restructuring. See "Business--Recent Restructuring."

RECAPITALIZATION. On August 4, 1999, SCG Holding Corporation was recapitalized pursuant to an agreement among SCG Holding, its subsidiary, Semiconductor Components Industries, LLC, Motorola and affiliates of Texas Pacific Group. As a result of our recapitalization, an affiliate of Texas Pacific Group holds approximately 91% and Motorola holds approximately 9% of the outstanding voting stock of SCG Holding. In addition, as part of these transactions, Texas Pacific Group's affiliate received 1,500 shares and Motorola received 590 shares of SCG Holding's mandatorily redeemable preferred stock with a total liquidation value of \$209 million plus accrued and unpaid dividends. Motorola also received a \$91 million junior subordinated note issued by Semiconductor Components. Cash payments to Motorola in connection with our recapitalization were financed through equity investments by affiliates of Texas Pacific Group totaling \$337.5 million, borrowings totaling \$740.5 million under a \$875 million senior secured bank loan facilities and the issuance of \$400 million of 12% senior subordinated notes due August 2009. Because Texas Pacific Group's affiliate acquired less than substantially all of SCG Holding's common stock, the basis of SCG Holding's assets and liabilities for financial reporting purposes was not impacted by our recapitalization.

SEPARATION FROM MOTOROLA. When we were a division of Motorola, Motorola allocated to us expenses related to shared services provided by Motorola and its other divisions. During 1998, we incurred approximately \$294 million in general, administrative, marketing and selling expenses, of which Motorola and its other divisions allocated to us approximately \$124 million. During the seven-month period prior to our August 1999 recapitalization, we incurred \$124 million of general, administrative, marketing and selling expenses, of which Motorola and its other divisions allocated to us \$52 million. As part of our recapitalization, we identified the specific services that we believed were necessary to our business and that we would not be able initially to provide ourselves. Motorola agreed to provide or arrange for the provision of these services, including information technology, human resources, supply management and finance services, for periods of time sufficient to facilitate our transition to a stand-alone company. Our management estimates that we will incur not more than \$75 million under these arrangements for general, administrative, selling and marketing related expenses during the first year after our recapitalization and that our aggregate general, administrative, selling and marketing expenses will be less than those directly charged and allocated in 1998. In addition, Motorola agreed to continue to provide worldwide shipping and freight services to us for a period of up to three years using the cost allocation method currently in effect. Under this arrangement, we anticipate paying Motorola approximately \$30 million in the first year following our recapitalization. We believe that the scope of the agreements we entered into with Motorola as part of our recapitalization and the time frames, pricing and other terms should provide us sufficient time to effect the transition with minimal disruption to our business, and that we will ultimately be able to provide these services ourselves or identify third-party suppliers to provide such services on terms not materially less favorable to us than the terms of our arrangements with Motorola.

SCG Holding and Motorola have also agreed to continue providing manufacturing services to each other for limited periods of time following our recapitalization at fixed prices that are intended to approximate each party's cost of providing the services. Prior to our recapitalization, the cost of the services we provided to other divisions of Motorola's Semiconductor Products Sector was recorded as a credit to our cost of production, while the cost of the services other divisions of Motorola's Semiconductor Products Sector provided to us was included in our cost of goods sold. We now record foundry sales for services we provide to other divisions of Motorola's Semiconductor Products Sector as revenues, and this change has been reflected as an adjustment in our pro forma financial information contained in this prospectus. See "Unaudited Pro Forma Financial Information." In 1996, 1997, and 1998, the Semiconductor Components Group recorded \$159.5 million, \$177.4 million, and \$162.3 million, respectively, for the cost of foundry services it provided to other divisions of Motorola's Semiconductor Products Sector. For the nine months ended September 26,

1998, the Semiconductor Components Group recorded \$126.3 million for the cost of foundry services it provided to other divisions of Motorola's Semiconductor Products Sector, and for the period from January 1, 1999 through August 3, 1999, the Semiconductor Components Group recorded \$91.0 million for the cost of these foundry services. Each party has committed to purchases specified under these manufacturing services agreements. Subject to our right to cancel upon six months' written notice, we have minimum commitments to purchase manufacturing services from Motorola of approximately \$29.5 million, \$88 million, \$51 million, \$41 million and \$40 million in the last three months of 1999, and in fiscal years 2000, 2001, 2002 and 2003, respectively, and have no purchase obligations thereafter. We currently anticipate that we will purchase manufacturing services from Motorola of approximately \$150 million in 2000. Subject to its right to cancel upon six months' written notice, Motorola has minimum commitments to purchase manufacturing services from us of approximately \$24.9 million, \$66 million and \$26 million in the last three months of 1999, and in fiscal years 2000 and 2001, respectively, and has no purchase obligations thereafter. We currently anticipate that Motorola will purchase manufacturing services from us of approximately \$100 million in 2000. We believe that prior to the expiration of our manufacturing services agreements with Motorola, we will be able to relocate operations to our facilities, or make arrangements with third-party manufacturers to replace the manufacturing services provided by Motorola at costs not materially in excess of the amounts we expect to pay Motorola.

Before our recapitalization, we accounted for our investments in Leshan-Phoenix Semiconductor Co., Ltd., Tesla a.s., Terosil a.s. and Slovakia Electronics Industries a.s. using the equity method because these joint ventures were financed from equity contributions from joint venture partners (or, in the case of Slovakia Electronics, formed in anticipation of such a contribution) and third-party non-recourse borrowings. As part of our recapitalization, we refinanced these third-party non-recourse borrowings with intercompany loans totalling \$73.0 million. Additionally, we purchase substantially all of the output from these joint ventures. These joint ventures represented \$53.6 million of our cost of goods sold in 1998 and had external revenues of \$3.1 million. Subsequent to our recapitalization, these joint ventures have been consolidated in our financial statements and have been presented on a consolidated basis in the Unaudited Pro Forma Financial Statements contained in this prospectus. Had we consolidated these joint ventures on a historical basis, our sales and gross profit in 1998 would have been increased by \$3.1 million and \$15.8 million, respectively.

HISTORICAL QUARTERLY PERFORMANCE--1998 THROUGH THIRD QUARTER 1999

The following table sets forth our historical quarterly sales, gross profits and gross margin (gross profit as a percentage of sales) from January 1, 1998 through October 2, 1999:

	FOR THE THREE MONTHS ENDED						JULY 4, 1999	AUGUST 4 1999
	MARCH 28, 1998	JUNE 28, 1998	SEPTEMBER 28, 1998	DECEMBER 31, 1998	APRIL 3, 1999	JULY 3, 1999	THROUGH AUGUST 3, 1999	THROUGH OCTOBER 2, 1999
	(DOLLARS IN MILLIONS, UNAUDITED)							
Total revenues.....	\$414.1	\$373.3	\$345.9	\$360.1	\$372.9	\$400.7	\$120.7	\$ 329.2
Gross profit.....	\$139.6	\$ 97.3	\$ 86.3	\$101.4	\$102.9	\$121.8	\$ 42.9	\$ 88.1
Gross margin.....	34%	26%	25%	28%	28%	30%	36%	27%

In early 1998 we experienced strong sales and gross profit growth resulting principally from inventory buildups by our distribution customers due to a positive industry outlook. However, as a result of the Asian economic crisis, reduced average selling prices resulting from excess semiconductor manufacturing capacity and adjustments resulting from excess inventory, sales in the second and third quarters of 1998 were lower than expected. Since the fourth quarter of 1998, the industry has demonstrated continued improvement driven by the recovery of most Asian economies, better inventory balances and increasing demand for electronic devices. This positive trend is demonstrated in our sequential quarterly growth in sales and gross profit from the fourth quarter of 1998 through the third quarter of 1999. On a pro forma basis, gross margin for the three months ended October 2, 1999 was 29%. The slight decrease in gross margin resulted from inefficiencies during August 1999 as SCG Holding separated from Motorola and became a stand-alone entity. Management does not expect this situation to impact gross margin in the fourth quarter of 1999. World Semiconductor Trade Statistics, an industry association that collects and publishes sales statistics on products and regions for the industry, has forecasted revenue growth in our industry and our total addressable market from 1998 to 2002 at a compound annual growth rate of 15.5% and 10.4%, respectively.

RESULTS OF OPERATIONS

The following table sets forth line items from our statement of revenues less direct and allocated expenses before taxes, as a percentage of total revenues for the periods indicated:

	YEARS ENDED DECEMBER 31,			NINE MONTHS ENDED	JANUARY 1, 1999	AUGUST 4, 1999
	1996	1997	1998	SEPTEMBER 26, 1998	THROUGH AUGUST 3, 1999	THROUGH OCTOBER 2, 1999
	(EXPRESSED AS A PERCENTAGE OF TOTAL REVENUES)					
Total revenues.....	100%	100%	100 %	100 %	100%	100%
Direct and allocated costs and expenses:						
Cost of sales.....	64.6%	61.7%	71.6 %	69.9 %	70.9%	72.9%
Research and development.....	4.1%	3.6%	4.5 %	4.6 %	3.8%	2.1%
Selling and marketing....	5.4%	6.1%	6.2 %	6.1 %	4.4%	2.7%
General and administrative.....	8.6%	13.2%	13.5 %	13.9 %	9.3%	8.7%
Restructuring charges....	0.0%	0.0%	12.7 %	24.1 %	0.0%	1.9%
Total direct and allocated costs and expenses:.....	82.7%	84.6%	108.5 %	118.7 %	88.5%	88.3%
Other expenses, net.....	0.7%	0.5%	0.6 %	0.6 %	0.5%	6.5%
Revenues less direct and allocated expenses before taxes.....	16.6%	14.9%	(9.1)%	(19.3)%	11.0%	5.2%
	=====	=====	=====	=====	=====	=====

We experienced a decline in our market share from 1993 through 1998. Our market share as a percentage of our total addressable market was 11.0% in 1993, 10.5% in 1994, 9.7% in 1995, 9.4% in each of 1996 and 1997 and 8.7% in 1998. We believe this decline was attributable primarily to the emphasis of Motorola's Semiconductor Products Sector on the sale of more complex and higher-priced semiconductors, including the diversion of research and development, capital expenditures and manufacturing capacity to these products and incentives provided to this sales force and third-party distributors linked to the sale of these products. Our market share has stabilized at 8.7% of our total addressable market in the last three quarters of 1999. We expect to maintain our current market share through the end of 1999 and through 2000 by concentrating on products with significant growth potential, such as analog and high performance semiconductors, and products in markets with less price competition, such as bipolar discrete semiconductors.

NINE MONTHS ENDED OCTOBER 2, 1999 COMPARED TO NINE MONTHS ENDED SEPTEMBER 26, 1998

	PRE-RECAPITALIZATION		POST-	NINE MONTHS ENDED OCTOBER 2, 1999
	NINE MONTHS ENDED SEPTEMBER 26, 1998	JANUARY 1, 1999 THROUGH AUGUST 3, 1999	RECAPITALIZATION AUGUST 4, 1999 THROUGH OCTOBER 2, 1999	
REVENUES:				
Net product sales.....	\$1,133.3	\$894.3	\$301.2	\$1,195.5
Foundry sales.....	--	--	28.0	28.0
Total Revenues.....	1,133.3	894.3	329.2	1,223.5
OPERATING COSTS AND EXPENSES:				
Cost of sales.....	810.1	626.7	241.1	867.8
Research and development.....	53.1	34.3	6.9	41.2
Selling and marketing.....	70.8	39.0	8.8	47.8
General and administrative.....	158.6	85.0	26.1	111.1
Restructuring and other charges...	189.8	--	6.4	6.4
Total Operating Costs and Expenses.....	1,282.4	785.0	289.3	1,074.3
OPERATING INCOME (LOSS).....	(149.1)	109.3	39.9	149.2
OTHER EXPENSES, NET.....	(7.7)	(4.5)	(22.5)	(27.0)
REVENUES LESS DIRECT AND ALLOCATED EXPENSES BEFORE TAXES.....	\$ (156.8)	\$104.8	\$ 17.4	\$ 122.2

NET PRODUCT SALES. Net product sales increased \$62.2 million, or 5.5%, from \$1,133.3 million for the nine months ended September 26, 1998 to \$1,195.5 million for the nine months ended October 2, 1999. The overall increase in net product sales was primarily attributable to the rebound in the semiconductor market as well as the introduction of new products. Unit volume increased by 20.6% for the nine months ended October 2, 1999 compared to the nine months ended September 26, 1998, while average selling prices decreased by 11.0% for the same periods, primarily as a result of excess semiconductor manufacturing capacity and aggressive pricing actions taken to

maintain market share. Given recent increases in demand and capacity utilization, we expect average selling prices to stabilize or increase in the near term.

Net sales for standard analog products, which accounted for 20.0% of net product sales for the nine months ended October 2, 1999, increased 16.7% compared to the same period in 1998, primarily as a result of increased demand in the telecommunications industry and our focus on expanding the sales of this product line. Net sales for standard logic products, which accounted for 23.6% of net product sales for the nine months ended October 2, 1999, increased 5.8% compared to the same period in 1998, primarily due to increased demand for emitter-coupled logic products, which was offset by the discontinuation of our FAST product line as well as reduced emphasis on older standard logic product families. Net sales for discrete products, which accounted for 56.0% of net product sales for the nine months ended October 2, 1999, grew by 5.0% compared to the same period in 1998, mainly fueled by increased demand in the rectifiers and zener product families.

The geographic distribution of net product sales for the nine months ended October 2, 1999 was relatively consistent with the 1998 period, except for the increase in the proportion of our revenues attributable to the Asia/Pacific Region. Net product sales were derived 46%, 33% and 21% in the Americas, Asia/Pacific and Europe (including the Middle East), respectively, in the first nine months of 1999, compared to 47%, 29% and 24%, respectively, in the first nine months of 1998. Sales to the Asia/Pacific region have strengthened during 1999 and recently exceeded the \$500 million mark, due to a recovery in this market which we expect to continue over the next three years.

GROSS PROFIT. Gross profit, defined as total revenues less cost of sales, increased 10.1% from \$323.2 million for the nine months ended September 26, 1998 to \$355.7 million for the nine months ended October 2, 1999. As a percentage of total revenues, gross profit was 28.5% for the first nine months of 1998, compared to 29.1% for the first nine months of 1999. The improvement in gross profit resulted mainly from reductions in costs from the restructuring program initiated in June 1998, which were offset, in part, by lower average selling prices.

RESEARCH AND DEVELOPMENT. Research and development costs decreased \$11.9 million, or 22.4%, from \$53.1 million in the nine months ended September 26, 1998 to \$41.2 million in the nine months ended October 2, 1999, primarily as a result of our August 1999 recapitalization and the discontinuation of related expense allocations from Motorola. As a percentage of total revenues, these costs decreased from 4.7% for the first nine months of 1998 to 3.4% for the first nine months of 1999. Research and development costs that we incurred directly increased from \$26.4 million in the nine months ended September 26, 1998 to \$27.9 million in the nine months ended October 2, 1999, while research and development costs allocated from Motorola decreased from \$26.7 million to \$13.3 million for the same periods.

SELLING AND MARKETING. Selling and marketing expenses decreased by 32.5% from \$70.8 million in the nine months ended September 26, 1998 to \$47.8 million in the nine months ended October 2, 1999. As a percentage of total revenues, these costs decreased from 6.2% for the first nine months of 1998 to 3.9% for the first nine months of 1999. The decrease in selling and marketing expenses was primarily attributable to cost reductions resulting from the restructuring program.

GENERAL AND ADMINISTRATIVE. General and administrative expenses decreased by 29.9% from \$158.6 million in the nine months ended September 26, 1998 to \$111.1 million in the nine months ended October 2, 1999 primarily as a result of worldwide personnel reductions associated with the restructuring program and as a result of our recapitalization and the discontinuation of related expense allocations from Motorola. As a percentage of total revenues, these costs decreased from 14.0% for the first nine months of 1998 to 9.1% for the first nine months of 1999. General and administrative expenses allocated from Motorola decreased from \$94.4 million in the nine months ended September 26, 1998 to \$50.0 million in the nine months ended October 2, 1999.

RESTRUCTURING AND OTHER CHARGES. In June 1998, Motorola recorded a charge to cover one-time costs related to the restructuring program, including costs related to the consolidation of manufacturing operations, the exit of non-strategic or poorly performing businesses by discontinuance of selected product lines and the rationalization of our product portfolio, and a reduction in the number of our employees. Asset impairment and other charges were also recorded for the write-down of assets that had become impaired as a result of current business conditions or business portfolio decisions. Our one-time charges related to these actions were \$189.8 million, of which \$53.9 million represented asset impairments charged directly against machinery and equipment. The remaining charges consisted of \$13.2 million for the consolidation of manufacturing operations, \$20.7 million for business exits and \$102.0 million for employment reductions.

Motorola retained the employee separation accrual of \$28.8 million as of August 3, 1999, to cover approximately 900 employees who will remain employees of, and be released by Motorola.

At October 2, 1999, \$13.6 million of reserves relating to the restructuring program remain outstanding. The following table summarizes activity in these reserves during 1999:

	BALANCE AS OF DECEMBER 31, 1998	AMOUNTS USED	AMOUNTS RETAINED BY MOTOROLA	BALANCE AS OF OCTOBER 2, 1999
	-----	-----	-----	-----
	(IN MILLIONS)			
Consolidation of manufacturing operations.....	\$13.2	\$ (4.5)	\$ --	\$ 8.7
Business exits.....	11.3	(6.4)	--	4.9
Employee separations.....	43.5	(14.7)	(28.8)	--
	-----	-----	-----	-----
Total restructuring.....	\$68.0	\$(25.6)	\$(28.8)	\$13.6
	=====	=====	=====	=====

After our recapitalization, we incurred \$6.4 million of one-time costs mostly associated with the worldwide launch of our new trade name, ON Semiconductor-TM-, and related branding initiatives.

OPERATING INCOME (LOSS). We generated an operating loss of \$149.1 million, or 13.2% of total revenues, for the nine months ended September 26, 1998 compared to operating income of \$149.2 million, or 12.2% of total revenues, for the nine months ended October 2, 1999. This improvement is primarily attributable to the restructuring charge in 1998 as well as subsequent cost reductions resulting from the restructuring. Excluding the restructuring charge, we generated operating income of \$40.7 million, or 3.6% of total revenues, during the first nine months of 1998.

OTHER EXPENSES, NET. Other expenses, net increased from \$7.7 million for the nine months ended September 26, 1998 to \$27.0 million for the nine months ended October 2, 1999, primarily as a result of increased interest expense related to borrowings utilized to finance our recapitalization and related transactions.

YEAR ENDED DECEMBER 31, 1998 COMPARED TO YEAR ENDED DECEMBER 31, 1997

NET SALES--TRADE. Net product sales decreased \$321.8 million, or 17.7%, from \$1,815.2 million in 1997 to \$1,493.4 million in 1998. Our sales decreased in all major product categories. The decline in net product sales, which was greater than the decline in overall sales in our total addressable market of 11% over the same time period, was primarily attributable to a worldwide recessionary period in the semiconductor industry resulting from the Asian economic crisis, excess manufacturing capacity and excess inventory levels. Average sales prices declined 12.3% while total unit volume declined only 5.9%.

Net sales for discrete, standard analog and standard logic products, which accounted for 58%, 19% and 23%, respectively, of net product sales in 1998, decreased 16.5%, 7.3% and 27.1%, respectively, compared to 1997, primarily as a result of industry-wide declines in average selling

prices. The decrease in net sales of standard logic products was exacerbated by our discontinuation of a standard logic product line and reduced emphasis on older standard logic product families.

The geographic distribution of net product sales in 1998 is relatively consistent as compared to 1997. Net product sales were derived 46%, 30% and 24% in the Americas, the Asia/Pacific region and Europe (including the Middle East), respectively, in 1998, compared to 46%, 33% and 21%, respectively, in 1997.

GROSS PROFIT. Gross profit, defined as total revenues less cost of sales, decreased 39.0% from \$695.6 million in 1997 to \$424.6 million in 1998. As a percentage of total revenues, gross profit was 38.3% in 1997 compared to 28.4% in 1998. The decrease in gross profit as a percentage of total revenues resulted primarily from lower average sales prices as well as the underutilization of production capacity, causing fixed production costs to be spread over fewer units of production. These negative impacts on gross profit were offset, in part, by reductions in costs resulting from the restructuring program initiated in June 1998.

RESEARCH AND DEVELOPMENT. Research and development costs increased \$1.8 million, or 2.7%, from \$65.7 million in 1997 to \$67.5 million in 1998. As a percentage of total revenues, these costs increased from 3.6% in 1997 to 4.5% in 1998. Research and development costs historically consisted of allocations from Motorola and other divisions of its Semiconductor Products Sector as well as research and development costs incurred directly by us. Research and development expenses allocated to us by Motorola and other divisions of its Semiconductor Products Sector decreased by \$1.5 million from \$34.6 million in 1997 to \$33.1 million in 1998. Research and development cost increased by \$3.3 million from \$31.1 million in 1997 to \$34.4 million in 1998. This increase reflects our continued commitment to focus on new product development.

SELLING AND MARKETING. Selling and marketing expenses decreased by 16.5% from \$110.7 million in 1997 to \$92.4 million in 1998. The reduction in selling and marketing expenses is primarily attributable to the restructuring program. As a percentage of total revenues, these costs remained relatively consistent at just over 6% in 1997 and 1998 due to the decline in total revenues and the restructuring in 1998.

GENERAL AND ADMINISTRATIVE. General and administrative expenses decreased by 15.9% from \$239.8 million in 1997 to \$201.6 million in 1998. As a percentage of total revenues, these costs remained relatively consistent at just over 13% in 1997 and 1998 due to the decline in total revenues in 1998. In addition to general and administrative expenses incurred directly by us, general and administrative costs consist of an allocation of Motorola's corporate and sector costs. General and administrative expenses allocated to us by Motorola decreased by \$1.8 million, or 1.5%, to \$115.2 million for 1998. General and administrative expenses incurred directly by us decreased by \$36.4 million, or 29.6%, to \$86.4 million for 1998. The reduction in general and administrative expenses is primarily attributable to worldwide personnel reductions under the restructuring.

RESTRUCTURING AND OTHER CHARGES. In June 1998, Motorola recorded a charge to cover restructuring costs related to the consolidation of manufacturing operations, the exit of non-strategic or poorly performing businesses and a reduction in worldwide employment by 20,000 employees. Asset impairment and other charges were also recorded for the writedown of assets which had become impaired as a result of current business conditions or business portfolio decisions. Motorola recorded its charge in the following restructuring categories:

CONSOLIDATION OF MANUFACTURING OPERATIONS. Consolidation of manufacturing operations relates to the closing of production and distribution facilities and selling or disposing of the machinery and equipment that was no longer needed and, in some cases, scrapping excess assets that had no net realizable value. The buildings associated with these production facilities, in many cases, were sold to outside parties. Also included in this restructuring category were costs related to shutting

down or reducing the capacity of production lines. In most cases, older facilities with older technologies or non-strategic products were closed. Machinery and equipment write downs related to equipment that would no longer be utilized comprised the majority of these costs. These assets have been deemed to be held for use until such time as they are removed from service and, therefore, no longer utilized in manufacturing products. An assessment was made as to whether or not there was an asset impairment related to the valuation of these assets in determining what the amount of the write down included in the restructuring charge should be for this machinery and equipment. This assessment utilized the anticipated future undiscounted cash flows generated by the equipment as well as its ultimate value upon disposition.

The charges in this restructuring category do not include any costs related to the abandonment or sub-lease of facilities, moving expenses, inventory disposals or write downs, or litigation or environmental obligations.

As part of the consolidation of manufacturing operations, Semiconductor Products Sector facilities in North Carolina, California, Arizona and the Philippines are being closed as planned. The Semiconductor Products Sector is consolidating its production facilities into fewer integrated factories to achieve economies of scale and improved efficiencies and to capitalize on new technologies that should reduce operating costs.

BUSINESS EXITS. Business exit costs include costs associated with shutting down businesses that did not fit with Motorola's new strategy. In many cases, these businesses used older technologies that produced non-strategic products. The long-term growth and margins associated with these businesses were not in line with Motorola's expectations given the level of investment and returns. Included in these business exit costs were the costs of terminating technology agreements and selling or liquidating interests in joint ventures that did not fit with the new strategy of Motorola. Exit costs allocated to us related to the discontinuance of selected product lines and the rationalization of our product portfolio. Similar to consolidation of manufacturing operations, the charges in this restructuring category did not include any costs related to the abandonment or sublease of facilities, moving expenses, inventory disposals or write downs, or litigation or environmental obligations.

EMPLOYEE SEPARATIONS. Employee separation costs represent the costs of involuntary severance benefits for the 20,000 positions identified as subject to severance under the restructuring plan and special voluntary termination benefits offered beginning in the third quarter of 1998. The special voluntary termination benefits provided for one week of pay for each year of service between years 1-10, two weeks of pay for each year of service between years 11-19, and three weeks of pay for each year of service for year 20 and greater. The majority of employees who accepted special voluntary termination benefits did so by the end of the year, although severance payments were not completed by that time. The majority of the special voluntary termination benefits expired at the end of the fourth quarter of 1998.

As of December 31, 1998, approximately 13,800 employees have separated from Motorola through a combination of voluntary and involuntary severance programs. Of the 13,800 separated employees, approximately 8,200 were direct employees and 5,600 were indirect employees. Direct employees are primarily non-supervisory production employees, and indirect employees are primarily non-production employees and production managers.

ASSET IMPAIRMENTS AND OTHER CHARGES. As a result of current and projected business conditions, Motorola wrote down operating assets that became impaired. The majority of the assets written down were used manufacturing equipment and machinery.

The amount of impairment charge for the assets written down was based upon an estimate of the future cash flows expected from the use of the assets, as well as upon their eventual disposition. These undiscounted cash flows were then compared to the net book value of the equipment, and impairment was determined based on that comparison. Cash flows were determined at the

facility level for production facilities based upon anticipated sales value of the products to be produced and the costs of producing the products at those facilities. In cases in which sufficient cash flows were not going to be generated by the equipment at those facilities, the assets were written down to their estimated fair value. These estimated fair values were based upon what the assets could be sold for in a transaction with an unrelated third party. Since the majority of these assets were machinery and equipment, Motorola was able to utilize current market prices for comparable equipment in the marketplace in assessing what would be the fair value upon sale of the equipment.

Building writedowns were based on marketability factors of the building in the particular location.

Assets held for use continue to be depreciated based on an evaluation of their remaining useful lives and their ultimate values upon disposition. There were no assets held for sale at December 31, 1998 nor were any impaired assets disposed of prior to that date.

RESTRUCTURING CHARGE. A restructuring charge of \$189.8 million, of which \$53.9 million represented asset impairments charged directly against machinery and equipment, was allocated to us in 1998. Under our restructuring program, we expect to reduce our workforce by approximately 3,900 employees by the end of the first quarter of 2000. As of December 31, 1998, we had released approximately 2,500 employees as part of our restructuring program.

At December 31, 1998, \$68.0 million of restructuring accruals remain outstanding. The following table displays a rollforward to December 31, 1998 of the accruals established during the second quarter of 1998:

	INITIAL CHARGES	AMOUNTS USED	ACCRUALS AT DECEMBER 31, 1998
	(IN MILLIONS)		
Consolidation of manufacturing operations.....	\$ 13.2	\$ --	\$13.2
Business exits.....	20.7	(9.4)	11.3
Employee separations.....	102.0	(58.5)	43.5
	-----	-----	-----
Total restructuring.....	135.9	(67.9)	68.0
	-----	-----	-----
Asset impairments and other charges.....	53.9	(53.9)	--
	-----	-----	-----
Total.....	\$189.8	\$(121.8)	\$68.0
	=====	=====	=====

Our remaining accrual at December 31, 1998 of \$13.2 million for the consolidation of manufacturing operations represents the finalization of the plant closings in Arizona and the Philippines. Within the business exits category, the remaining accrual of \$11.3 million at December 31, 1998 relates to costs of exiting two unprofitable product lines. Our remaining accrual of \$43.5 million at December 31, 1998 for employee separations relates to the completion of severance payments in Japan, Asia, the U.K. and Arizona.

Our total amount used of \$121.8 million through December 31, 1998 reflects approximately \$63.6 million in cash payments and \$58.2 million in write-offs. The remaining \$68.0 million accrual balance at December 31, 1998 is expected to be liquidated via cash payments.

OPERATING INCOME. Operating income was \$279.4 million, or 15.4% of net sales, in 1997 compared to an operating loss of \$126.7 million, or 8.5% of net sales, in 1998. Excluding the restructuring charge, we would have had operating income of \$63.1 million, or 4.2% of net sales, in 1998. This decrease is primarily attributable to the deterioration in gross margins.

EQUITY IN EARNINGS FROM JOINT VENTURES. Equity in earnings from joint ventures increased from \$1.6 million in 1997 to \$8.4 million in 1998. During 1998, we recognized a greater benefit from our 1997 investments in Tesla and Terosil in the Czech Republic, as their manufacturing facilities

increased to full capacity in 1998. These investments were part of our global semiconductor expansion strategy to relocate manufacturing facilities out of the United States into markets with lower cost facilities.

INTEREST EXPENSE. Interest expense increased from \$11.0 million in 1997 to \$18.0 million in 1998. These amounts were allocated by Motorola to its Semiconductor Products Sector and in turn to us.

YEAR ENDED DECEMBER 31, 1997 COMPARED TO YEAR ENDED DECEMBER 31, 1996

NET SALES--TRADE. Net product sales increased \$67.2 million, or 3.8%, from \$1,748.0 million in 1996 to \$1,815.2 million for 1997. The increase was consistent with the total growth in overall sales in our addressable market of 4.3% over the same time period. Total unit volume increased 21.2% in 1997 compared to 1996, while average sales prices decreased by 14.9%, reflecting continued price pressure as a result of excess semiconductor manufacturing capacity in the industry.

Net sales for discrete products, which accounted for 56% of net product sales for 1997, decreased 0.4% compared to 1996. Net sales for standard analog products and standard logic products, which accounted for 17% and 27%, respectively, of net product sales for 1997, increased 11.3% and 10.5%, respectively, compared to 1996. The growth rates of discrete, standard analog and standard logic product families followed general market trends.

The geographic distribution of net product sales for 1997 is relatively consistent as compared to 1996. Net product sales were derived 46%, 33% and 21% in the Americas, the Asia/Pacific region and Europe (including the Middle East), respectively, during 1997, compared to 46%, 33% and 21%, respectively, in 1996.

GROSS PROFIT. Gross profit, defined as total revenues less cost of sales, increased 12.3% from \$619.2 million in 1996 to \$695.6 million in 1997. As a percentage of total revenues, gross profit was 35.4% in 1996 compared to 38.3% in 1997. This improvement in gross profit as a percentage of total revenues was primarily the result of improved manufacturing efficiencies and capacity utilization resulting from increased unit volume. Inventory levels were increased in 1997 in anticipation of a rebound of the semiconductor industry in 1998. As production was increased in 1997 to build inventory levels, fixed production costs were spread over higher unit volume and were capitalized into inventory, resulting in a positive impact on 1997 gross profit.

RESEARCH AND DEVELOPMENT. Research and development costs decreased \$6.0 million, or 8.4%, from \$71.7 million in 1996 to \$65.7 million in 1997. As a percentage of total revenues, these costs decreased from 4.1% in 1996 to 3.6% in 1997. Research and development costs historically consisted of allocations from Motorola and other divisions of its Semiconductor Products Sector as well as research and development costs incurred directly by us. The research and development costs allocated by Motorola and other divisions of its Semiconductor Products Sector were essentially flat at \$34.8 million in 1996 compared to \$34.6 million in 1997. The decrease in research and development costs is primarily attributable to a \$5.8 million reduction in the costs incurred directly by us. The decrease was primarily the result of a reorganization in 1997 of Motorola's Semiconductor Products Sector, when Motorola created the Semiconductor Components Group as a separate division within the Semiconductor Products Sector. As a result, a number of research and development personnel were reassigned to other groups within the sector, thus reducing our research and development resources in 1997.

SELLING AND MARKETING. Selling and marketing expenses increased by 17.3% from \$94.4 million in 1996 to \$110.7 million in 1997. As a percentage of total revenues, these costs increased from 5.4% in 1996 to 6.1% in 1997. The increase in selling and marketing expenses is primarily attributable to changes in processes and additional selling and marketing functions for which we assumed direct responsibility starting in 1997 as part of the reorganization of Motorola's Semiconductor Products Sector.

GENERAL AND ADMINISTRATIVE. General and administrative expenses increased by 59.0% from \$150.8 million in 1996 to \$239.8 million in 1997. As a percentage of total revenues, these costs increased from 8.6% in 1996 to 13.2% in 1997. In addition to general and administrative expenses incurred directly by us, general and administrative costs consist of an allocation of Motorola's corporate and sector costs. General and administrative expenses allocated to us by Motorola increased by \$29.8 million, or 34.2%, to \$117.0 million in 1997. General and administrative expenses incurred directly by us increased by \$59.2 million, or 93.1%, to \$122.8 million in 1997. The increase in general and administrative expenses is primarily attributable to costs resulting from the reorganization of Motorola's Semiconductor Products Sector in 1997.

OPERATING INCOME. Operating income as a percentage of total revenues decreased from 17.3%, or \$302.3 million, in 1996 to 15.4%, or \$279.4 million, in 1997. This decrease is attributable primarily to increased selling and marketing and general and administrative expenses resulting from the reorganization of Motorola's Semiconductor Products Sector in 1997, offset by improvements in gross profit in 1997.

EQUITY IN EARNINGS FROM JOINT VENTURES. Equity in earnings from joint ventures decreased by 33.3% from \$2.4 million in 1996 to \$1.6 million in 1997. The decrease in earnings was primarily attributable to our Malaysian joint venture, which incurred translation losses in 1997 on U.S. dollar denominated loans.

INTEREST EXPENSE. Interest expense decreased from \$15.0 million in 1996 to \$11.0 million in 1997. These amounts were allocated by Motorola to its Semiconductor Products Sector and in turn to us.

LIQUIDITY AND CAPITAL RESOURCES

Our senior bank facilities consist of a \$200.0 million tranche A facility (including a \$134.5 million delayed-draw term facility) that bears interest at LIBOR + 3.00% and fully amortizes within six years, a \$325.0 million tranche B facility that bears interest at 3.50% and fully amortizes within seven years and a \$350.0 million tranche C facility that bears interest at LIBOR + 3.75% and fully amortizes within eight years, together with a \$150.0 million revolving facility for working capital and general corporate purposes (of which \$14.7 million has been used for letters of credits and \$135.3 million remains available as of October 2, 1999). As part of our August 1999 recapitalization, in addition to borrowing \$740.5 million under our senior bank facilities, we also issued \$400.0 million of 12% senior subordinated notes due in 2009. We have subsequently borrowed an additional \$60.0 million under our \$134.5 million delayed-draw term facility, the remainder of which will remain available until February 4, 2000 to fund working capital.

The senior bank facilities and the notes contain various restrictions and covenants. As part of our recapitalization, Semiconductor Components Industries, LLC issued a \$91 million junior subordinated note, which bears interest at a rate of 10% per annum, payable semi-annually in kind. Interest will be payable in cash after the fifth anniversary of the issue date if, after giving effect to the payment of interest on any interest payment date, we will be in compliance with our obligations under our senior bank facilities and the indenture relating to the notes. Our junior subordinated note will mature on the twelfth anniversary of its issue date and be subordinated in right of payment to the notes and the loans under our senior bank facilities and *pari passu* in right of payment with unsecured trade debt.

As of October 2, 1999, we had \$800.5 million of indebtedness outstanding under our senior bank facilities (excluding unused commitments) and a stockholders' deficit of \$284.9 million. In addition, the credit agreement relating to our senior bank facilities, the indenture relating to the notes and the terms of our junior subordinated note will allow us to incur further additional indebtedness.

Prior to our recapitalization, Motorola performed cash management on a centralized basis, and its Semiconductor Products Sector processed receivables and payables, payroll and other activities for the Semiconductor Components Group. Most of these systems were not designed to track receivables, liabilities, cash receipts and payments on a division-specific basis. Accordingly, it is not practical to determine assets and liabilities associated with the Semiconductor Components Group prior to our recapitalization. Subsequent to our recapitalization, we had cash flow from operating activities of \$7.2 million. Net cash provided by financing activities totalled \$119.6 million, resulting primarily from the issuance of common and preferred stock to an affiliate of Texas Pacific Group and to the proceeds from the borrowings incurred in conjunction with our recapitalization less amounts paid to Motorola as part of our recapitalization.

Capital expenditures, net of transfers, were \$81.2 million in 1998. Gross capital expenditures are expected to be approximately \$110.0 million in 1999. Approximately \$61.7 million (before transfers) was spent as of October 2, 1999. We have been able to limit capital expenditures supporting our capacity expansions by buying depreciated assets from other Motorola divisions at their book value.

Our primary future cash needs, both in the short term and in the long term, will continue to be for working capital, capital expenditures, debt service and potential business acquisitions. In particular, we are required to begin making principal payments on our senior bank facilities in 2001. Our ability to make payments on and to refinance our indebtedness, including the notes, our senior bank facilities and the junior subordinated note and to fund working capital, capital expenditures, research and development efforts and strategic acquisitions will depend on our ability to generate cash in the future, which is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. Further, our senior bank facilities, the indenture relating to the notes and the terms of our junior subordinated note currently do, and other debt instruments we enter into in the future may, impose various restrictions and covenants on us that could limit our ability to respond to market conditions, to provide for unanticipated capital investments or to take advantage of business opportunities. We believe that currently anticipated costs savings, revenue growth and operating improvements will be sufficient to enable us to service our indebtedness and to fund our other liquidity needs for the next twelve months.

RECENT ACCOUNTING PRONOUNCEMENTS

In June 1998, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 133, "Accounting for Derivative Instruments and Hedging Activities," which establishes standards for the accounting and reporting for derivative instruments, including derivative instruments embedded in other contracts, and hedging activities. This statement generally requires recognition of gains and losses on hedging instruments, based on changes in fair value or the earnings effect of forecasted transactions. As issued, SFAS No. 133 is effective for all fiscal quarters of all fiscal years beginning after June 15, 1999. In June 1999, the FASB issued SFAS No. 137, "Accounting for Derivative Instruments and Hedging Activities--Deferral of the Effective Date of FASB Statement No. 133--An Amendment of FASB Statement No. 133," which deferred the effective date of SFAS No. 133 until June 15, 2000. We are currently evaluating the impact of SFAS No. 133.

INDUSTRY

INFORMATION REGARDING OUR MARKET INDUSTRY DATA

In this prospectus, we rely on and refer to information regarding the semiconductor market and our competitors that has been prepared by industry research firms, including Semiconductor Industry Association, World Semiconductor Trade Statistics, the Gartner Group's Dataquest division and Insight-Onsite Research, or compiled from market research reports, analyst reports and other publicly available information. All industry and total addressable market data that are not cited as being from a specified source are from World Semiconductor Trade Statistics.

All of our market share information presented in this prospectus refers to our total product sales revenues in our total addressable market, which comprises the following specific World Semiconductor Trade Statistics product categories: (1) discrete products (all discrete semiconductors other than sensors, RF and microwave power transistors and optoelectronics); (2) standard analog products (amplifiers, voltage regulators and references and comparators only); and (3) standard logic products (general purpose logic and MOS general purpose logic only). We believe that this information is reliable but have not independently verified it.

INDUSTRY OVERVIEW

Semiconductors are basic building blocks used to create an increasing variety of electronic products and systems. Since the invention of the transistor in 1948, continuous improvements in semiconductor process and design technologies have led to smaller, more complex and more reliable devices at a lower cost per function. The availability of low-cost semiconductors together with increased customer demand for sophisticated electronic systems has led to the proliferation of semiconductor devices into diverse end products such as computers, consumer electronics, communications equipment, automotive systems and industrial automation and control systems, together with an increase in the number of semiconductor devices in individual electronic systems and an increase in semiconductor value as a percentage of the total cost of electronic systems.

The semiconductor industry is comprised of three broad product segments: (1) logic devices, which process data and range from complex integrated circuits such as microprocessors and digital signal processors to standard logic products (approximately 50% of total industry sales); (2) memory devices, which store data (approximately 22% of total industry sales); and (3) analog and discrete devices, which process electronic signals and control electrical power (approximately 28% of total industry sales). Within these categories, semiconductors are classified as either standard components or application-specific components. Standard semiconductors are used by a large group of systems designers for a broad range of applications, while application-specific semiconductors are designed to perform specific functions in specific applications.

The manufacturing of a semiconductor device is a complex process that requires two primary stages: wafer fabrication and assembly/test. The wafer fabrication, or "front-end" process, is the more technologically demanding process in which the circuit patterns of the semiconductor are photolithographically etched on to raw silicon wafers. In the assembly/test, or "back-end" process, these wafers are cut into individual "die," which are then bonded to a substrate, have connectors attached to them and are encapsulated in a package. In the final step, the finished products are tested to ensure they meet their operating specifications. Historically, because the back-end process is less technology intensive (requiring, for example, less stringent clean room standards) these operations were often located in lower-cost facilities in emerging market countries while the front-end process remained near the manufacturer's primary facilities. As these countries' technology industries have matured, the front-end processes have been increasingly relocated abroad.

Worldwide semiconductor market revenues were \$125.6 billion in 1998, including revenues in our total addressable market of approximately \$16.9 billion. Since 1993, total industry revenues have grown at a compound annual growth rate of 10.2% and revenues in our total addressable market have grown at a compound annual growth rate of 7.3%. The industry is cyclical, however, and from 1995 to 1998 industry and revenues and revenues in our total addressable market declined from \$144.4 billion to \$125.6 billion and from \$19.7 billion to \$16.9 billion, respectively. This was the first three-year downturn in industry history and was driven primarily by reduced average selling prices resulting primarily from excess semiconductor manufacturing capacity and the Asian economic crisis.

Recent industry performance shows strong indications of a rebound. The following table shows revenues in the industry and for our total addressable market over the most recent six calendar quarters:

QUARTERLY WORLDWIDE SEMICONDUCTOR SALES

	THREE MONTHS ENDED					
	JUNE 30, 1998	SEPTEMBER 30, 1998	DECEMBER 31, 1998	MARCH 31, 1999	JUNE 30, 1999	SEPTEMBER 30, 1999
	(DOLLARS IN BILLIONS)					
Industry.....	\$29.6	\$30.7	\$33.9	\$33.5	33.7	38.1
Change from previous three months.....	(5.7)%	3.7%	10.4%	(1.2)%	0.6%	13.1%
Total addressable market.....	\$ 4.2	\$ 4.0	\$ 4.2	\$ 4.3	4.6	5.0
Change from previous three months.....	(6.7)%	(4.8)%	5.0%	2.4%	7.0%	9.7%

The following table sets forth the total industry revenues for the semiconductor industry from 1993 through 1998 and projected total industry revenues for 1999 through 2002:

WORLDWIDE SEMICONDUCTOR INDUSTRY SALES (1)

	HISTORICAL						CAGR (2)	PROJECTED	
	1993	1994	1995	1996	1997	1998		1999	2000
	(DOLLARS IN BILLIONS)								
Logic.....	\$34.1	\$ 42.1	\$ 56.0	\$ 61.9	\$ 70.4	\$ 67.0	14.5%	\$ 75.1	\$ 88.7
Analog.....	10.7	13.6	16.7	17.0	19.8	19.1	12.3%	21.2	24.8
Memory.....	21.3	32.5	53.5	36.0	29.3	23.0	1.6%	30.2	37.7
Discrete.....	11.3	13.7	18.4	17.0	17.7	16.5	7.9%	18.6	21.0
Total.....	\$77.3	\$101.9	\$144.4	\$132.0	\$137.2	\$125.6	10.2%	\$145.2	\$172.3

	PROJECTED		
	2001	2002	CAGR (3)
	(DOLLARS IN BILLIONS)		
Logic.....	\$102.8	\$117.0	15.0%
Analog.....	28.6	32.5	14.2%
Memory.....	44.5	48.8	20.7%
Discrete.....	23.2	25.3	11.3%
Total.....	\$199.1	\$223.5	15.5%

(1) According to the World Semiconductor Trade Statistics. Due to rounding, some totals are not arithmetically correct sums of their component figures.

(2) Represents the compound annual growth rate from 1993 through 1998.

(3) Represents the projected compound annual growth rate from 1998 through 2002.

OUR MARKET

Our market includes discrete, standard analog and standard logic semiconductors that provide power control, power protection and interfacing functions. Electronic systems, such as computers, cellular phones and video recorders, rely on a combination of discrete, analog, logic, microprocessor and

memory devices. In such a system, microprocessors and memory devices collectively operate as the "brains" of the system, and rely on discrete, standard analog and standard logic devices for usable electrical power and protection and to interface both between components within a system and with external power and signal sources. Despite the prominent role high-end microprocessors and memory products play in leading-edge computers and consumer electronic products, semiconductor components accounted for approximately 85% of total semiconductor unit

volume and 13% of semiconductor industry revenues in 1998, and most consumer electronic products use a variety of these semiconductors. For example, according to Dataquest and other industry analysts, a computer hard drive contains approximately 14 semiconductor component products, an automobile's control unit contains approximately 45 semiconductor component products, a computer printer contains approximately 30 semiconductor component products and a cellular phone contains between 30 and 50 semiconductor component products.

POWER CONTROL AND PROTECTION FUNCTIONS. Power control and protection is essential to virtually all electronic systems. Before sensitive electronic systems and semiconductors can use the "raw" electricity provided by external power sources, this electricity must be efficiently converted to a usable and regulated input. By the same token, these electronic systems must be able to control higher power outputs, such as when an automotive control box instructs a spark plug to fire or a starter engine to engage. Within an electronic system, the characteristics of this output must be further modified and regulated to meet the requirements of the different components within the system, and sensitive components must be protected from the output of other higher power components. Intelligent power control is also critical to meet consumer demands for long battery lives on increasingly complex and power hungry portable electronic devices. Power control is provided by discrete and standard analog products.

INTERFACE FUNCTIONS. In order for components within an electronic system to interact with each other and with the outside world, non-electronic inputs must be converted to and from an electronic format and electronic signals generated by individual integrated circuits within a system must be interconnected and routed to other integrated circuits. Although complex integrated circuits, such as microprocessors, ultimately consist of sophisticated architectures of thousands or millions of interfacing functions, these complex integrated circuits still rely on single-purpose components for a number of functions. First, although many of these discrete products provide simple logic functions of the type that could be integrated into a single chip, in many cases it is more cost-effective to continue to use discrete products combined with standard processors or memory devices rather than designing a custom chip. Second, even when application specific or other new integrated circuits are designed, the complexity of the design process and demanding time-to-market pressures means these designs are rarely perfect, and discrete devices continue to be used to fix these imperfections. Finally, there are a number of applications, such as high-speed networking devices, that require high power/high performance discrete interface functions that cannot be efficiently integrated into a single chip. Interface functions are provided by standard logic products that provide simple digital logic functions in which electronic signals are treated as either "one" or "zero" and by standard analog products that amplify or otherwise modify non-digital signals.

DISCRETE, STANDARD ANALOG AND STANDARD LOGIC PRODUCTS. Although our products provide power control, protection and interface functions, industry classifications are typically based on the product family on which specific semiconductors are based. Our market includes discrete, standard analog

and standard logic semiconductors. The following table sets forth total industry revenues for the product families in which we participate:

WORLDWIDE SEMICONDUCTOR SALES IN OUR TOTAL ADDRESSABLE MARKET (1)

	HISTORICAL							PROJECTED
	1993	1994	1995	1996	1997	1998	CAGR (2)	1999
	(DOLLARS IN BILLIONS)							
Discrete (4).....	\$ 7.9	\$ 9.5	\$12.8	\$11.9	\$12.0	\$10.8	6.3%	\$11.9
Standard Analog (5).....	2.1	2.6	3.5	3.2	3.7	3.6	11.3%	4.3
Standard Logic (6).....	1.8	3.1	3.5	3.0	3.2	2.5	6.7%	2.7
Total.....	\$11.8	\$15.3	\$19.7	\$18.1	\$18.9	\$16.9	7.3%	\$18.9
	=====	=====	=====	=====	=====	=====	=====	=====
	PROJECTED							
	2000	2001	2002	CAGR (3)				
	(DOLLARS IN BILLIONS)							
Discrete (4).....	\$13.2	\$14.3	\$15.2	8.9%				
Standard Analog (5).....	5.0	5.7	6.4	15.6%				
Standard Logic (6).....	2.9	3.3	3.5	8.9%				
Total.....	\$21.1	\$23.2	\$25.1	10.4%				
	=====	=====	=====	=====				

(1) According to World Semiconductor Trade Statistics. Due to rounding, some totals are not arithmetically correct sums of their component figures.

(2) Represents the compound annual growth rate from 1993 through 1998.

(3) Represents the projected compound annual growth rate from 1998 through 2002

(4) Includes the following specific World Semiconductor Trade Statistics product categories: all discrete semiconductors other than sensors, RF and microwave power transistors and optoelectronics.

(5) Includes the following specific World Semiconductor Trade Statistics product categories: amplifiers, voltage regulators and references and comparators only.

(6) Includes the following specific World Semiconductor Trade Statistics product categories: general purpose logic and MOS general purpose logic only.

GENERAL

We are the largest independent supplier of semiconductor components in the world. Our total addressable market, consisting generally of discrete, standard analog and standard logic semiconductors, comprised approximately \$16.9 billion of revenues in 1998. Discrete, standard analog and standard logic semiconductors are generically referred to as semiconductor "components" and are the "building blocks" that provide the power control, power protection and interfacing necessary for almost all electronic systems, including computers, consumer electronics, communications equipment, automotive systems and industrial automation and control systems. With a portfolio of over 16,000 products, we offer our customers a single source of supply for virtually all their components needs, including the broadest selection of discrete semiconductor products in the industry and an extensive line of standard analog and standard logic products. Our products generally have long market life cycles, averaging 10 to 20 years, with some as long as 30 years. The long life of these products allows us to use our manufacturing assets for longer periods of time, leading to lower capital expenditures.

We sell our semiconductors directly to over 500 customers, including original equipment manufacturers and electronic manufacturers service industry companies. In addition, we sell indirectly to tens of thousands of other customers through distributors. As a former division of Motorola, we have our roots in the very beginnings of the semiconductor industry and have participated in the industry for over 40 years. Headquartered in Phoenix, Arizona, we employ approximately 13,150 people worldwide, consisting of approximately 10,150 people employed directly and approximately 3,000 people employed through our joint ventures, most of whom are engaged in manufacturing services. We maintain 12 manufacturing facilities in Arizona, Mexico, Slovakia, the Czech Republic, Japan, the Philippines, Malaysia and China (directly or through our joint ventures).

RECENT RESTRUCTURING

In 1997, Motorola created the Semiconductor Components Group as a separate division within its Semiconductor Products Sector to concentrate on the manufacturing of discrete, standard analog and standard logic semiconductors. In 1998, Motorola initiated a company-wide restructuring with the goal of increasing the manufacturing efficiency of various operations within each of Motorola's business groups. In furtherance of this strategy, we have implemented ongoing cost-saving initiatives to rationalize our product portfolio, close plants and relocate or outsource related operations to take advantage of lower-cost labor markets, reduce worldwide personnel and make our manufacturing processes more efficient.

As a result of this restructuring, we expect to double our production capacity by the end of 2000, as compared to the beginning of 1998, while reducing the number of front-end manufacturing facilities we operate or rely upon from 29 to 15, reducing the number of back-end assembly facilities we operate or rely upon from 30 to 15, all of which will be located in low-cost overseas jurisdictions. In addition, we have reduced our original product portfolio from 25,000 to 16,000 products by eliminating products with poor sales performance. These reductions in our original portfolio have allowed us to increase efficiencies in the manufacture of our mainstream products while refining our portfolio to focus on new product development.

This restructuring is on schedule for completion by the end of 2000 and we expect these efforts to result in annual cost savings of approximately \$210 million in 2000, as compared to our cost structure at the beginning of 1998. Motorola recorded a restructuring charge in the second quarter of 1998, of which \$189.8 million was allocated to us. We do not currently anticipate any significant additional costs in connection with this restructuring. We believe that our current cost

structure is competitive within the semiconductor components industry and that upon completion of the restructuring we will be among the industry's lowest-cost manufacturers.

In connection with the restructuring, we have closed wafer fabrication, assembly and test facilities located in the Philippines and Arizona and have outsourced or moved related operations to other facilities in Malaysia, Mexico, the Czech Republic and Japan. Our total employment reductions in connection with the restructuring, including those in connection with facility closures, were approximately 3,000. Included in the employee reductions effected to date are approximately 1,200 employees in positions not directly involved in the manufacturing process, such as those in sales, marketing, quality assurance, customer service center, product engineering and research and development. Ongoing initiatives include plans to shrink dies and streets in order to increase die output, negotiate price reductions with third-party manufacturers and reduce freight carrier costs. For more information concerning aspects of this restructuring, see Note 9 to the Audited Combined Financial Statements included elsewhere in this prospectus.

Formerly a division of Motorola, we are now an independent company as a result of our August 4, 1999 recapitalization. An affiliate of Texas Pacific Group now owns approximately 91% and Motorola now owns approximately 9% of the outstanding voting stock of SCG Holding, which, together with its subsidiaries, holds substantially all of our assets. Motorola has agreed to provide manufacturing and transition services following our recapitalization in order to facilitate our ability to operate on a stand-alone basis independent of Motorola, and we have agreed to provide manufacturing services to Motorola following our recapitalization. We believe that the duration and terms of these arrangements are sufficient to allow us to successfully implement the transition.

OUR STRENGTHS

As a pioneer in the industry, we have established strong, long-term relationships with numerous customers that are leaders in their respective markets. Our franchise is built on several specific strengths, including the following:

LEADING MARKET POSITION. We are the largest independent supplier of semiconductor components in the world, with a market share of approximately 8.7% in the first three quarters of 1999 in our total addressable market. Our total addressable market, consisting generally of discrete, standard analog and standard logic semiconductors, comprised approximately \$16.9 billion of revenues in 1998. We believe that the combination of our broad product portfolio, high level of customer service and technological expertise has enabled us to attract and maintain long-term customer relationships with leading original equipment manufacturers, electronic manufacturers service industry companies and distributors.

EXTENSIVE PRODUCT PORTFOLIO. We offer our customers the largest selection in the industry of discrete semiconductors and an extensive portfolio of standard analog and standard logic products, which are necessary to complete almost every electronic system design (including those for computers, consumer electronics, communications equipment, automotive systems and industrial automation and control systems). Our portfolio of products is among the most stable within the semiconductor industry, as a result of its breadth, our long product market life cycles and the substantial diversity of our customers and end-market users. We believe that our ability to offer a broad range of products provides our customers single-source purchasing on a cost-effective and timely basis, which has become increasingly important as our customers seek to reduce the number of suppliers with whom they conduct business.

BROAD AND DIVERSE CUSTOMER BASE. We have a broad and diverse customer base that includes original equipment manufacturers, such as Alcatel, Ford, Hewlett Packard, Lucent, Motorola and Sony, companies in the increasingly important electronic manufacturers service industry sector,

such as Celestica, SCI and Solectron, and worldwide distributors. Overall, we serve more than 500 direct customers, and our products are ultimately purchased by tens of thousands of end users in a variety of markets. No one customer accounted for more than 10% of our revenues in 1997 or 1998. We are less dependent on either specific customers or specific end-use applications than most manufacturers of more specialized and complex integrated circuits. We have long-standing relationships with most of our significant customers, having served 47 of our 50 largest customers for more than ten years.

LOW-COST PRODUCTION. We believe that our current cost structure is competitive within the semiconductor components industry and that as a result of our recent restructuring we will be among the industry's lowest-cost manufacturers. This restructuring is scheduled for completion by the end of 2000. We expect these efforts to result in annual cost savings of approximately \$210 million in 2000, as compared to our cost structure at the beginning of 1998. In addition, we expect the restructuring to allow us to double our production capacity by the end of 2000, as compared to the beginning of 1998, while substantially reducing the number of facilities we operate or on which we rely.

SUPERIOR CUSTOMER SERVICE. High quality customer service is an essential element of our business. Our focused, dedicated and experienced sales and marketing organization consists of approximately 300 professionals with an average length of service in excess of 10 years. We meet our customers' demands for reliable delivery and quick responses to inquiries through efficient communication and inventory management, such as electronic data interchange functions for order and payment processing, just-in-time delivery facilities and internet-based communications. As a result of our success in meeting the challenging demands of our diverse customer base, we have received in January, February and March of 1999 a number of supplier-of-the-year awards reflecting our performance in 1998 from customers in the United States, Europe and Japan, including Celestica, Dovatron, Fuji-Xerox, IBM-Japan, Logitech, Motorola, Natsteel and Solectron.

EXPERIENCED MANAGEMENT TEAM. We have assembled a strong and experienced management team at both the administrative and the operating levels. Our management team is led by Steve Hanson, who has been with Motorola's semiconductor businesses since 1971. The 14 members of our management team who have presided over our recent restructuring have been with Motorola for an average of more than 20 years. We have recently implemented a stock option plan to provide key employees with the opportunity to purchase common stock of SCG Holding. Approximately 7.8% (on a fully diluted basis) of our common stock has been reserved for issuance under the plan. See "Management--1999 Founders Stock Option Plan."

BUSINESS STRATEGY

Our objective is to build on our position as the largest independent supplier of discrete, standard analog and standard logic semiconductor components in our total addressable market. As a stand-alone company dedicated to the semiconductor components business, we intend to pursue this goal by following several key strategies:

INCREASE CUSTOMER FOCUS. We are uniquely positioned, as the largest independent supplier of semiconductor components, to increase our sales and market share by focusing on the needs of our customers through the following initiatives:

- Leverage our dedicated sales force, which we selected from among the sales force of Motorola's Semiconductor Products Sector, to concentrate exclusively on our products and customers. Previously, our products were included among the many products sold by the sales force of Motorola's Semiconductor Products Sector.

- Further refine our portfolio of products so that we can capitalize on industry trends and continue to offer our customers a single source of supply for virtually all their component needs.
- Continue to develop and implement just-in-time delivery and leading edge customer support services, such as a full range of internet services that provide device specifications and order entry.

IMPROVE MANUFACTURING EFFICIENCY. We intend to build on the our recent restructuring by continuing to lower our production costs and by increasing our manufacturing efficiency through the following strategies:

- Continue to shift our front-end wafer fabrication facilities and back-end assembly operations to lower-cost international locations.
- Consolidate related front-end and back-end operations to promote inventory, logistics and cycle-time efficiencies and to allow for longer production runs and reduced change-over time.
- Significantly increase die output in a cost-effective manner by continuing to move production from 4" to 6" wafers and increasing the number of die per square inch, which will allow our factory lines to produce substantially more die.
- Continue to manage aggressively our existing portfolio of products in order to focus our production on profitable product lines while continuing to meet our customers' needs for a broad selection of component products.

PROMOTE EFFICIENT NEW PRODUCT DEVELOPMENT. In 1998, we introduced over 300 new products, and products introduced from 1996 through 1998 accounted for approximately 13% of our 1998 pro forma product revenues. We will continue to enhance our current portfolio of products through the following strategies:

- Reduce the number of separate research and development projects we pursue in order to make our product development efforts more efficient.
- Reduce the number of new product platforms and process flows, which will allow us to introduce new products in a more cost-effective manner and streamline manufacturing efficiency.
- Concentrate on the development of discrete power and high-margin analog semiconductors, which are the two fastest growing product families within our total addressable market.

CAPITALIZE ON OUR STATUS AS AN INDEPENDENT COMPANY. We believe that as an independent company we will be a stronger, more cost efficient and more focused competitor, and we intend to capitalize on the following strengths:

- Our dedicated sales force and marketing organization is now focused solely on the semiconductor components market and compensated based on the sales of our products.
- Our overhead costs are under the direct control of our management and will no longer be allocated on the basis of services provided by other Motorola divisions.
- Our transition to an independent company is being facilitated by interim arrangements under which Motorola is providing us services for limited periods of time.

CUSTOMERS AND APPLICATIONS

We have a broad and diverse customer base that includes original equipment manufacturers, companies in the increasingly important electronic manufacturers service industry sector and international distributors. Overall, we serve more than 500 direct customers, and our products are ultimately purchased by tens of thousands of end users for use in a variety of end-use markets in the consumer, industrial, networking, wireless and transportation industries. As a result, we are less dependent on either specific customers or specific end-use applications than most manufacturers of more specialized and complex integrated circuits.

ORIGINAL EQUIPMENT MANUFACTURERS. Direct sales to original equipment manufacturers accounted for approximately 55% of our pro forma product revenues in 1998. Total industry sales to these customers accounted for 53.7% of our total addressable markets in 1998. These customers include automotive manufacturers (including DaimlerChrysler, Ford and General Motors) and a variety of companies in the electronics industry (including Alcatel, Hewlett Packard, Lucent, Motorola, Nortel, Philips, Siemens and Sony). Motorola has historically constituted our largest customer, accounting for approximately 7% of our pro forma product revenues in 1998. We intend to focus on four types of original equipment manufacturers: multi-nationals, selected regional accounts, target market customers and house accounts. The large multi-nationals and selected regional accounts, which are significant in specific markets, will be our core original equipment manufacturer customers. The target market customers are original equipment manufacturers that are on the leading-edge of specific technologies and provide direction for technology and new product development. House accounts are mid-sized or small original equipment manufacturers whom we believe, either because of long-term relationships or the specific nature of their product needs, we can continue to serve directly in a cost-efficient manner. We expect overall sales to original equipment manufacturers to decline as a percentage of sales as these customers increasingly purchase component products through distributors or outsource their manufacturing to electronic manufacturers service industry companies. Because of this trend, electronic manufacturers service industry customers are representing a larger share of the market in general, and we expect these customers to represent a larger percentage of our total addressable market in the future. We expect increased sales to electronic manufacturers service industry customers to offset declining sales to original equipment manufacturers, and we do not anticipate any significant effect on our overall sales from this shift in our customer base.

DISTRIBUTORS. Sales to distributors accounted for 37% of our pro forma product revenues in 1998. Total industry sales to distributors accounted for 24.6% of our total addressable markets in 1998. Our distributors resell to mid-sized and smaller original equipment manufacturers and to electronic manufacturers service industry and other companies, and we expect larger original equipment manufacturers to become an increasingly important category of distributor's direct customers. Product sales to our three largest distributors accounted in the aggregate for approximately 20% of our pro forma product revenues in 1998.

ELECTRONIC MANUFACTURERS SERVICE INDUSTRY. Direct sales to electronic manufacturers service industry companies accounted for 8% of our pro forma product revenues in 1998. Total industry sales to these customers accounted for 21.7% of our total addressable markets in 1998. Our largest electronic manufacturers service industry customers are Celestica, Delta Electronics, Nanco Electronics, Solectron and SCI. These customers companies are manufacturers who typically provide contract manufacturing services for original equipment manufacturers. Originally, these companies were involved primarily in the assembly of printed circuit boards, but they now typically provide design, supply management and manufacturing solutions. Many original equipment manufacturers now outsource a large part of their manufacturing to electronic manufacturers service industry companies in order to focus on their core competencies. We are pursuing a number of strategies to

service this increasingly important marketplace, including the use of the internet not only for order and payment processing but also to promote more immediate communication among our sales and support staff and these customers. We expect increased sales to these customers to offset declining sales to original equipment manufacturers and we do not anticipate any significant effect on our overall sales from this shift in our customer base.

The following table sets forth our principal end-user markets, the percentage of our pro forma product revenues generated from each end-user market during 1998, applications for our products and representative original equipment manufacturers customers.

	END MARKETS				
	NETWORKING AND COMPUTING	INDUSTRIAL	TRANSPORTATION	WIRELESS	CONSUMER
APPROXIMATE PERCENTAGE OF OUR 1998 PRO FORMA PRODUCT REVENUES:.....	25%	25%	25%	13%	12%
SAMPLE APPLICATION:.....	<ul style="list-style-type: none"> - ATM machines - Automatic test equipment used to test semiconductors and high-speed logic boards - Cable modems - Cellular base stations and infrastructure - Computer monitors - Disk drives - Ethernet cards and other network controllers - High speed modems (ADSL & ISDN) - PBX telephone systems - PC Motherboards - Telephone sets (corded and cordless) 	<ul style="list-style-type: none"> - Surge protectors - Industrial automation and control systems - Lamp Ballasts (power systems for fluorescent lights) - Large household appliances - Electric motor controllers - Power supplies for manufacturing equipment - Thermostats for industrial and consumer applications 	<ul style="list-style-type: none"> - 4 wheel drive controllers - Airbags - Antilock braking systems - Automatic door locks and windows - Automatic transmissions - Automotive entertainment systems - Engine management and ignition systems - Fuel injection systems 	<ul style="list-style-type: none"> - Cellular phones (analog and digital) - Pagers - Wireless modems and wireless local area networks 	<ul style="list-style-type: none"> - Cable decoders, set-top boxes and satellite receivers - Home security systems - Photocopiers - Scanners - Small household appliances - Smartcards - TVs, VCRs, DVDs and other audio-visual equipment
REPRESENTATIVE ORIGINAL EQUIPMENT MANUFACTURERS CUSTOMERS:.....	ACER Alcatel Ericsson Fujitsu Intel Italtel Lucent Motorola NEC Nortel Siemens Tektronix Teradyne	Aztec Delta Eaton Emerson Electronic Honeywell HR Electronics Magnatek Reltec Timex	BMW Bosch Daimler Chrysler Ford General Motors TRW Valeo	Alcatel Ericsson Motorola NEC Nokia Philips Samsung	Hewlett Packard Philips Seagate Sony Toshiba

PRODUCTS AND TECHNOLOGY

We offer our customers the largest selection of discrete semiconductors and an extensive portfolio of standard analog and standard logic products, which are necessary to complete almost any electronic system design (including those for computers, consumer electronics, communications equipment, automotive systems and industrial automation and control systems). Our portfolio of products is among the most stable within the semiconductor industry as a result of its breadth, our long product market life cycles and the substantial diversity of our customers and end-market users. We believe that our ability to offer a broad range of products provides our customers single-source purchasing on a cost-effective and timely basis, which has become increasingly important as our customers seek to reduce the number of suppliers with whom they conduct business.

Within each of these product lines, we manufacture newer products that possess advanced performance characteristics as well as more mature products. Typical market life cycles for our products are generally as follows: between 20 and 30 years for bipolar discrete products, between five and 15 years for MOS gated discrete products, between 20 and 30 years for standard analog and between 20 and 25 years for standard logic products, although some high-performance products, such as emitter-coupled logic products, have shorter lifespans. Because of the long market life cycles of our products, we continue to generate significant revenues from mature products. Since it takes new products an average of three to five years to reach full market acceptance, SCG Holding continues to invest in new products to generate future revenue growth, primarily for MOS gated discrete products and analog products.

The following table provides information regarding our three primary product lines:

	DISCRETE -----	STANDARD ANALOG -----	STANDARD LOGIC -----
APPROXIMATE 1998 PRO FORMA PRODUCT REVENUES.....	\$847 million	\$282 million	\$345 million
APPROXIMATE PERCENTAGE OF 1998 PRO FORMA PRODUCT REVENUES.....	58%	19%	23%
MARKET SHARE IN 1998.....	7.8%	7.8%	13.8%
APPROXIMATE NUMBER OF DISTINCT PRODUCTS SOLD BY SCG HOLDING.....	9,000	2,000	6,000
PRIMARY PRODUCT FUNCTION.....	Power control and power protection functions in a broad range of products.	Power control and interfacing functions in portable and high- power applications.	Interfacing functions, such as interconnecting and routing (moving) electronic signals within electronic systems.
SAMPLE APPLICATIONS.....	Power management for computers, televisions, audio equipment, fluorescent lights, monitors and automotive control systems.	Intelligent power management and battery protection in portable applications such as pagers and portable computers.	Fast routing of signals used in telecommunications and high- end workstations.
TYPES OF PRODUCT.....	Bipolar and MOS gated power transistors, small signal transistors, zeners, thyristors, rectifiers.	Amplifiers, voltage references and regulators, comparators.	Bipolar and MOS general purpose logic.
REPRESENTATIVE ORIGINAL EQUIPMENT MANUFACTURERS CUSTOMERS.....	Ford Lucent Motorola Philips Seagate Siemens Valeo	Alcatel Intel Motorola Nokia Philips Siemens Sony Toshiba	Ericsson Fujitsu Hewlett Packard Lucent Motorola NCR NorTel Tektronix Teradyne

DISCRETE PRODUCTS (1998 PRO FORMA PRODUCT REVENUES OF \$847 MILLION). We are a leading supplier in the discrete semiconductor market. We produce almost all discrete semiconductors other than sensors, RF and microwave power transistors and optoelectronics. Discrete semiconductors are individual diodes or transistors that perform basic signal conditioning and switching functions in electronic circuits and are used primarily for power control and power protection. Because of the importance of power control and power protection within electronic circuits, discrete products are found in nearly every electronic product, including computers, cellular phones, mass storage devices, televisions, radios, VCRs, DVDs and pagers. Discrete devices are fabricated using two primary process technologies: MOS and bipolar.

MOS GATED DISCRETE PRODUCTS. MOS technologies allow for denser, more efficient and more rugged chips and are the prevalent technology for most modern power control functions. We produce TMOS (t-structure MOS) and IGBT (integrated gate bipolar transistors) MOS gated discrete products. TMOS devices are used to convert, switch, shape or condition electricity. We offer a wide range of TMOS power MOSFETs designed for low-end and medium voltage applications over a wide range of performance characteristics, power handling capabilities and package options. We also have a line of high voltage TMOS devices designed for high voltage applications such as power factor correction in switch-mode power supplies. IGBT devices utilize unique processing methods to create a rugged high-voltage characteristics and are used primarily for electric motor controls, lamp ballasts (such as fluorescent light power modules) and ignition modules for automotive engines.

Because of the trend towards smaller and lighter electronic products, longer battery lives, batteries with built-in smart function and the overall trend towards energy conservation, MOS gated discrete products have shown significant growth in recent years and we expect this trend to continue.

BIPOLAR DISCRETE PRODUCTS. Bipolar discrete products continue to be used for power protection functions because of their ability to limit and control current and/or voltage surges that would damage the more sensitive MOS circuits. We manufacture and sell a wide range of bipolar discrete products. Although these products are relatively mature, they are being rejuvenated as a result of packaging miniaturization technologies.

STANDARD ANALOG PRODUCTS (1998 PRO FORMA PRODUCT REVENUES OF \$282 MILLION). We are a leading independent supplier in the standard analog market. Standard analog devices are simple analog semiconductors (as opposed to more complex products, such as mixed-signal devices or customized analog products) that are used for both interface and power control and protection functions in electronic systems, such as cellular phones, handheld devices, personal computers and laptops. We are focusing our product development efforts on the miniaturization of our standard analog products through packaging technologies and on developing new amplifiers and comparators that operate at 3 volts and lower. We also recently introduced the industry's first 1 volt operational amplifiers in 1998. We produce standard analog products including amplifiers, voltage regulators and references and comparators using three primary process technologies: CMOS, Bipolar and BiCMOS.

CMOS. CMOS technology allows for a denser chip that consumes less power than Bipolar technology, and has therefore become the prevalent technology for low-voltage power, battery and thermal management in portable products such as cellular phones, pagers and laptops. We manufacture a wide variety of Analog CMOS products, and are focusing new product development on power converters.

BIPOLAR. Because of their long life spans, many operational amplifiers and voltage regulators continue to be designed using bipolar processes. These devices are used in a wide variety of electronic products ranging from computers to industrial automation and control systems.

BICMOS. BiCMOS products are designed for very high-power management applications such as the management of alternating current supplies and switch-mode power supplies that can be used to replace traditional transformers. Applications include portable external drives that plug directly into alternating current outlets and power supply units for fluorescent lights. BiCMOS analog products are also used for the distribution and control of power within battery operated systems. For example, cellular phones use these circuits to switch from standby mode to full power as needed, and battery chargers use these circuits to regulate the amount of charging power delivered to the battery and to protect the battery from overcharging.

STANDARD LOGIC PRODUCTS (1998 PRO FORMA PRODUCT REVENUES OF \$345 MILLION). We are a leading independent supplier in the standard logic semiconductor market. Standard logic devices are simple logic semiconductors as opposed to more complex products, such as microprocessors or application-specific integrated circuits that are used primarily for interfacing functions, such as interconnecting and routing electronic signals within an electronic system. These products are used in a variety of electronic systems, ranging from personal computer systems and consumer applications to specialized products, such as routers and other telecommunications applications, that require high-speed data movement solutions. We produce general purpose standard logic products using two primary process technologies: CMOS and Bipolar.

CMOS. As with standard analog products, CMOS technology allows for a denser chip that consumes less power than Bipolar technology, and has therefore become the prevalent technology for low power consumption devices used in personal computer systems and portable consumer applications. CMOS logic, in particular 3 volt products, is a growth area in the standard logic market. We have entered into an alliance with Fairchild and Toshiba to ensure that all new standard logic families have the same specifications to promote product standardization.

BIPOLAR. Bipolar devices typically operate at high speeds, require more power and are more expensive than CMOS devices. Bipolar logic products remain an important technology for high speed, high power applications, and continue to be used in other applications that do not require CMOS solutions. Emitter-coupled logic bipolar devices are our high performance logic product. Targeted applications include high-speed data communications and high-speed testers used in the communication, high-end workstation and automatic test equipment market. Because of these performance requirements, emitter-coupled logic products have shorter life-spans than other components we produce and we continue to develop and introduce new products on a regular basis. For example, this year we introduced the world's fastest logic family operating at 2.5 volts. According to Insight-Onsite Research, our market share for emitter-coupled logic products in 1998 was approximately 90%. We expect emitter-coupled logic products to remain one of our single most important product families over the next several years.

SALES, MARKETING AND DISTRIBUTION

In 1998, original equipment manufacturers, distributors and electronic manufacturers service industry companies accounted for 55.1%, 37.1% and 7.8% of our pro forma product revenues, respectively. We operate regional sales and marketing organizations in Europe, headquartered in the United Kingdom, the Americas, headquartered in Phoenix, Arizona, and the Asia/Pacific region, headquartered in Hong Kong. Each of these regional sales and marketing organizations is supported by logistics organizations that manage regional warehouses. These warehouses will be operated either directly to the customer or indirectly to the customer via the logistics warehouses. In addition, we maintain dedicated just-in-time warehouses for the benefit of our large original equipment manufacturers customers.

Motorola has agreed to continue to provide us with worldwide shipping and freight services for a period of up to three years following our August 1999 recapitalization using the cost allocation it used previously, which is based on the percentage of Motorola's overall sales that our sales represented. Because our products are sold in higher volumes than other Motorola products for comparable sales, this allocation may result in better prices than we could obtain from third parties. However, we believe we would be able to replace these services on comparable terms at the expiration of this agreement because of increased efficiencies resulting from a shipping and freight organization dedicated to our products and ongoing factory consolidations.

Our sales and marketing organization consists of approximately 300 professionals selected from among the sales force of Motorola's Semiconductor Products Sector operating out of 39 offices in 22 countries and serving customers in approximately 37 countries. Formerly, a single sales and marketing organization sold both component products and other higher-end Motorola semiconductors. Our dedicated and experienced sales and marketing organization will be grouped according to sales channel and customer type to provide a high degree of customer contact and to meet the different needs of both regional and international original equipment manufacturers, electronic manufacturers service industry customers companies and distributors. The average length of service within our sales and marketing organization is in excess of 10 years.

MANUFACTURING

The manufacturing of a semiconductor device is a complex process that requires two primary stages: wafer fabrication and assembly/test. The wafer fabrication, or "front-end" process, is the more technologically demanding process in which the circuit patterns of the semiconductor are photolithographically etched on to raw silicon wafers. In the assembly/test, or "back-end" process, these wafers are cut into individual "die", which are then bonded to a substrate, have connectors attached to them and are encapsulated in a package. In the final step, the finished products are tested to ensure they meet their operating specifications.

We operate twelve manufacturing facilities either directly or through joint ventures. Six of these are front-end wafer facilities located in the United States, Malaysia, Mexico, Japan, the Czech Republic and Slovakia and six are back-end assembly and test facilities in Malaysia, Mexico, the Philippines, the Czech Republic and China. See "--Joint Ventures." We have recently closed down three additional front-end facilities in Arizona. In addition to these manufacturing and assembly operations, our Terosil facility in Roznov, the Czech Republic, manufactures raw wafers that are used by a number of our facilities. We also use third-party contract manufacturers other than joint ventures. For the nine-month period ended October 2, 1999, expenses related to facilities directly owned and operated by us, joint ventures and third-party contractors accounted for 50%, 7% and 43%, respectively, of our total costs of goods sold. Our agreements with these contract manufacturers typically require us to forecast product needs and commit to purchase services consistent with these forecasts, and in some cases require longer-term commitments in the early stages of the relationship. As a result of our recapitalization, Motorola-owned facilities are considered third-party contractors.

Our manufacturing strategy is three-fold. First, we are continuing to reduce the number of front-end and back-end facilities through plant closures and the relocation or outsourcing of the related operations, including consolidating both steps into nearby low-cost facilities where possible, to promote inventory, logistics and cycle-time efficiencies. We currently operate or rely upon 29 active front-end facilities, including joint ventures and contract manufacturers. We plan to consolidate our front-end manufacturing into 15 facilities. Five of these facilities will be our facilities, two of these facilities will be operated by our joint ventures and eight of these facilities will be operated by

third-party contract manufacturers. We currently have 30 active back-end assembly facilities (including joint ventures and contract manufacturers) but plan to consolidate these activities into 15 facilities. Four of these facilities will be our facilities, three of these facilities will be operated by our joint ventures and eight of these facilities will be operated by third-party contract manufacturers. We expect these consolidations to be complete by the end of 2000.

Second, we will significantly increase die output in a cost-effective manner by continuing to move production from 4" to 6" wafers and increasing the number of die per square inch, which will allow our factory lines to produce substantially more die. We expect that by the end of 2000, approximately 50% of our manufacturing will have been converted to 6" wafers.

Third, in order to reduce research and development costs and streamline manufacturing effectiveness, we are in the process of amending our product development criteria to reduce the number of new product platforms from 17 to 12 and to reduce the number of process flows from 50 to 30. Platforms are major wafer processes used for the manufacturing of a variety of products and process flows are variations on these major processes. These reductions are underway and expected to be ongoing.

As a result of our recent restructuring, we expect to double our production capacity by the end of 2000, as compared to the beginning of 1998, while substantially reducing the number of facilities we operate.

We and Motorola have agreed to continue to provide manufacturing services to each other for limited periods of time following our recapitalization. We and Motorola negotiated prices for the services covered by these agreements to approximate each party's cost of providing the services and are fixed throughout the term of the agreements. Each party has committed to minimum purchases under these agreements. Subject to our right to cancel upon six months' written notice, we have minimum commitments to purchase manufacturing services from Motorola of approximately \$29.5 million, \$88 million, \$51 million, \$41 million and \$40 million in the last three months of 1999, and in fiscal years 2000, 2001, 2002 and 2003, respectively. Based on our current budget, we anticipate that we will actually purchase manufacturing services from Motorola of approximately \$150 million in 2000. Subject to its right to cancel upon six months' written notice, Motorola has minimum commitments to purchase manufacturing services from us of approximately \$24.9 million, \$66 million and \$26 million in the last three months of 1999, and in fiscal years 2000 and 2001, respectively, and has no purchase obligations thereafter. We anticipate that Motorola will actually purchase manufacturing services from us of approximately \$100 million in 2000. The purchaser of the services has the right to cancel these arrangements upon six months' written notice. Prior to the termination of these arrangements, we have plans to relocate the operations provided by Motorola to our own facilities, joint ventures or to third-party manufacturers or, in limited circumstances, to terminate the product line.

In July 1998, we achieved certification in a universally accepted quality system known as QS9000. This system, mandated by all U.S. automotive customers as a condition of doing business beginning in 2000, provides structure and discipline to ensure smooth and effective operations. The QS9000 certification process is more stringent than the ISO9000 certification process, and QS9000 certification automatically affords us ISO9000 qualification. Promptly following our recapitalization, we received QS9000 (3d edition standards) certification as a stand-alone entity.

The table below sets forth information with respect to the manufacturing facilities (excluding the three facilities that are expected to be closed before the end of 1999) we operate either directly or through our joint ventures, and the products produced at these facilities.

MANUFACTURING FACILITIES

LOCATION -----	PRODUCTS -----
FRONT-END FACILITIES:	
Phoenix, Arizona.....	Discrete products: zeners, rectifiers.
Seremban, Malaysia (ISMF).....	Discrete products: small signal products
Guadalajara, Mexico.....	Discrete products: thyristors, rectifiers
Aizu, Japan.....	Discrete products: TMOS Standard logic products
Roznov, Czech Republic (Tesla joint venture)....	Standard analog products
Piestany, Slovakia.....	Standard analog products: operational amplifiers, regulators Standard logic products: metal gate
BACK-END FACILITIES:	
Seremban, Malaysia (joint venture with Philips).....	Discrete products: small signal products, zeners
Guadalajara, Mexico.....	Standard analog products: operational amplifiers, regulators
Carmona, Philippines.....	Standard logic products Standard analog products
Roznov, Czech Republic (Tesla joint venture)....	Standard analog products: operational amplifiers, regulators
Leshan, China (Leshan joint venture).....	Discrete products: small signal products, power, rectifiers
Seremban, Malaysia.....	Discrete products: small signal products
OTHER:	
Roznov, Czech Republic (Terosil joint venture)	Raw wafer fabrication

Our manufacturing processes use many raw materials, including silicon wafers, copper lead frames, mold compound, ceramic packages and various chemicals and gases. We have no agreements with any of our suppliers that impose minimum or continuing supply obligations and we obtain our raw materials and supplies from a large number of sources on a just-in-time basis. From time to time, suppliers may extend lead times, limit supplies or increase prices due to capacity constraints or other factors. Although we believe that supplies of the raw materials used by us are currently available, shortages could occur in various essential materials due to interruption of supply or increased demand in the industry. Prior to our recapitalization, most of our supplies were purchased jointly with Motorola. We have entered into an agreement with Motorola to provide for the transition of our supply management functions to a stand-alone basis.

JOINT VENTURES

A portion of our manufacturing activity is conducted through our joint ventures in the Czech Republic, China and Malaysia. In 1998, purchases from the joint ventures represented \$53.6 million of total costs of goods sold by Motorola's Semiconductor Components Group.

In the Czech Republic, we operate two joint ventures, Tesla and Terosil. These joint ventures are publicly traded Czech companies in which we have equity interests. As of October 2, 1999, we owned 49.9% of each of Tesla and Terosil, respectively. The remaining shares were publicly traded in the Czech Republic. In addition, Tesla and Terosil have cross-ownership interests in each other resulting in our beneficially owning 58.4% and 62.5% of Tesla and Terosil, respectively, as of October 2, 1999. The Tesla joint venture operates a front-end manufacturing facility and a back-end assembly facility. The Terosil joint venture manufactures raw wafers that are used by a number of our facilities. We have committed to purchase all of the output of the Tesla joint venture or, to the extent we do not do so, pay for its fixed and semi-fixed costs of production. We also have fixed minimum commitments for the Terosil joint venture. In 1998, we purchased the total output of Tesla

and 80% of the sales of Terosil, which amount exceeded the minimum commitments. These commitments expire in February 2004.

In Leshan, China, we operate one joint venture, Leshan-Phoenix Semiconductor Company Ltd. We beneficially own a majority of the outstanding equity interests of Leshan, and the remainder is owned by Leshan Radio Company Ltd. Leshan operates a back-end manufacturing facility. We have committed to purchase a percentage of the total output commensurate with our ownership stake, and in 1998 actually purchased 90% of the total sales of Leshan. Sales percentages are generally equal to output percentages. The Leshan joint venture expires in 2045.

In Seremban, Malaysia, we have a 50% investment in Semiconductor Miniatures Products Malaysia Sdn. Bhd., a joint venture with Philips Semiconductors International B.V. Semiconductor Miniatures operates a back-end assembly facility. We have committed to purchase a percentage of the total output equal to 50% of this joint venture, and in 1998, under a negotiated arrangement, actually purchased 40% of its total sales. Sales percentages are generally equal to output percentages. We recently amended the terms of the joint venture agreement with Philips to provide for the transfer of Motorola's interest in this joint venture to us and to provide us with the right to sell our interest to Philips and to provide Philips with the right to purchase our interest, between January 2001 and July 2002.

RESEARCH AND DEVELOPMENT

Our expenditures for research and development in 1996, 1997 and 1998 were \$71.7 million, \$65.7 million and \$67.5 million, respectively. Such expenditures represented 4.1%, 3.6% and 4.5% of trade sales in 1996, 1997 and 1998, respectively. Of these amounts, \$36.9 million, \$31.1 million and \$34.4 million, respectively, was spent directly by us, and the remainder related to Motorola expenses that were allocated to us.

Our research and development efforts are focused on new product development and improvements in process technology in our growth areas: analog, MOS gated discrete and high performance digital logic. In the analog arena, we are focusing our development efforts on the miniaturization of our standard analog products through new packaging technologies and on developing new amplifiers and comparators that operate at 3 volts and lower. The target market for this research is primarily portable electronic systems. In the MOS gated discrete products arena, we are focusing on TMOS products and automotive IGBTs. TMOS products are low-power switches that allow portable applications to maximize battery life by efficiently directing electricity only to the components that need it. Automotive IGBTs are switches that are used in electronic ignition systems. In the high-performance digital logic arena, we are focusing on the development of semiconductors that support high-speed digital communication systems, a market that is growing as a result of increasing Internet traffic. These high-performance digital logic products are based on the same process platform as our traditional emitter-coupled logic products, which are primarily used in equipment that tests semiconductors and circuit boards. We expect new products, which include products introduced during the prior three years, to account for an increasing percentage of our revenues in the future.

In order to reduce research and development costs and streamline manufacturing effectiveness, we are in the process of amending our product development criteria to reduce the number of new product platforms from 17 to 12 and to reduce the number of process flows from 50 to 30.

New product development is located in Phoenix, Arizona, Toulouse, France, Hong Kong and Sendai, Japan. Process and product development is also conducted at our existing manufacturing facilities including at our pilot manufacturing line in Phoenix, Arizona. In addition to the research and development conducted by us, we rely on university research projects sponsored by us and partnerships with other semiconductor companies.

BACKLOG

Our trade sales are made primarily pursuant to standard purchase orders that are generally booked up to 26 weeks in advance of delivery. Generally, prices and quantities are fixed at the time of booking, while backlog as of a given date consists of existing orders and estimated orders based on customer forecasts, in each case scheduled to be shipped over the 13-week period following such date. Since mid-1997, backlog on average has represented between 80% and 90% of actual shipments. Backlog is influenced by several factors including market demand, pricing and customer order patterns in reaction to product lead times. Backlog on December 31, 1998 and October 2, 1999 was \$321.4 million and \$375.5 million, respectively.

We sell products to key customers pursuant to contracts that are typically annual fixed-price agreements subject, in some cases, to quarterly negotiations. These contracts allow us to schedule production capacity in advance and allow customers to manage their inventory levels consistent with just-in-time principles while shortening the cycle times required to produce ordered product. However, these contracts are typically amended to reflect changes in prices and customer demands.

SEASONALITY

Generally, we are affected by the seasonal trends of the semiconductor and related industries. As a result of these trends, we typically experience lower revenues in the first fiscal quarter, primarily due to customer demand adjustments as a result of holiday seasons around the world. Revenues usually have a seasonal peak in the third quarter. In 1998, we did not experience the typical seasonal peak in the third quarter primarily as a result of the Asian economic crisis.

COMPETITION

The semiconductor industry, particularly the market for general purpose semiconductor products like ours, is highly competitive. Although only a few companies compete with us in all of our product lines, we face significant competition within each of our product lines from major international semiconductor companies as well as smaller companies focused on specific market niches. Many of these competitors have substantially greater financial and other resources than we have with which to pursue development, engineering, manufacturing, marketing and distribution of their products and are better able than we are to withstand adverse economic or market conditions. In addition, companies not currently in direct competition with us may introduce competing products in the future. Significant competitors in the discrete market include International Rectifier, Philips, Rohm, Siliconix, ST Microelectronics and Toshiba. Significant competitors in the standard analog markets include Analog Devices, Fairchild, Linear Technology, Maxim Integrated Products, National Semiconductor, ST Microelectronics and Texas Instruments. Significant competitors in the standard logic product market include Fairchild, Hitachi, Philips, Texas Instruments, and Toshiba. The semiconductor components industry has also been undergoing significant restructuring and consolidations that could adversely affect our competitiveness.

Because our components are often "building block" semiconductors that in some cases can be integrated into more complex integrated circuits, we also face competition from manufacturers of integrated circuits, application-specific integrated circuits and fully customized integrated circuits, as well as customers who develop their own integrated circuit products.

We compete in different product lines to various degrees on the basis of price, quality, technical performance, product features, product system compatibility, customized design, availability, delivery timing and reliability and sales and technical support. Gross margins in the industry vary by geographic region depending on local demand for the products in which semiconductors are used, such as personal computers, industrial and telecommunications equipment, consumer electronics

and automotive goods. In regions where there is a strong demand for such products, price pressures may also emerge as competitors attempt to gain a greater market share by lowering prices. Our ability to compete successfully depends on elements both within and outside of our control, including industry general economic trends.

PATENTS, TRADEMARKS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

We own rights to a number of patents, trademarks, copyrights, trade secrets, and other intellectual property directly related to and important to our business. Motorola has also granted rights and licenses to other patents, trademarks, copyrights, trade secrets, and other intellectual property necessary for us to manufacture, market, and sell our existing products and products contemplated in our long range plans. Our policy is to protect our products and processes by asserting our intellectual property rights where appropriate and prudent and by obtaining patents, copyrights, and other intellectual property rights used in connection with our business when practicable and appropriate.

Under an intellectual property agreement we and Motorola entered into as part of our August 1999 recapitalization, Motorola has assigned to us approximately 280 U.S. patents and patent applications, approximately 280 foreign patents and patent applications, rights to over 50 trademarks (not including the Motorola name) previously used in connection with our products, rights in know-how relating to at least 39 semiconductor fabrication processes and rights in specified copyrightable materials. In addition, Motorola has licensed to us on a non-exclusive, royalty-free basis other patent, trademark, copyright and know-how rights used in connection with our existing products and products contemplated in our long range plans. We have perpetual, royalty free, worldwide rights under Motorola's patent portfolio and other intellectual property, existing as of the date of our recapitalization or created in the ensuing five years (the five-year period existing only with respect to patents), as necessary to manufacture, market, and sell our existing and long range plan product lines. Additionally, Motorola has provided us with a limited indemnity umbrella to protect us from some infringement claims by third parties who have granted Motorola licenses as of the date of our recapitalization, which will assist us in developing our own patent position and licensing program. We believe that we have the right to use all Motorola owned technology used in connection with the products we currently offer.

Some of our products are currently the subject of a patent infringement lawsuit pending in United States District Court in Wilmington, Delaware that was commenced by Power Integrations against Motorola prior to our recapitalization. For a discussion of this lawsuit as it relates to SCG Holding, see "Business--Legal Proceedings."

We have recently commenced marketing our products under the ON Semiconductor-TM- name. For one year after our recapitalization, we will retain the limited ability to use the Motorola trade name in connection with the sale, distribution and advertisement of some products we offer. If, however, the removal of the Motorola trade name from any of these products would require the product to be requalified by any of our customers, then we may continue to use the Motorola trade name, for up to two years after our recapitalization, to allow us to continue selling the product pending its requalification. In addition, for two years after our recapitalization, we have the ability to utilize the transition statement "formerly a division of Motorola" in connection with the sale, distribution and advertisement of some products we offer. For the first of those two years, in the transition statement we may reproduce the term "Motorola" in the stylized font used by Motorola.

ENVIRONMENTAL MATTERS

Our manufacturing operations are subject to environmental and worker health and safety laws and regulations. These laws and regulations include those relating to the emissions and discharges

into the air and water; the management and disposal of hazardous substances; the release of hazardous substances into the environment at or from our facilities and at other sites; and the investigation and remediation of resulting contamination.

Our manufacturing facility in Phoenix, Arizona is located on property that is listed on the National Priorities List under the Comprehensive Environmental Response, Compensation, and Liability Act. Motorola is actively involved in the cleanup of on-site solvent contaminated soil and groundwater and off-site contaminated groundwater pursuant to Consent Decrees with the State of Arizona. Motorola has retained responsibility for this contamination, and has agreed to indemnify us with respect to remediation costs and other costs or liabilities related to this matter.

The manufacturing facilities of the joint ventures in the Czech Republic and Slovakia have ongoing remediation projects to respond to releases of hazardous substances that occurred during the years that these facilities were operated by government-owned entities, prior to the formation of the joint ventures. In each case, these remediation projects consist primarily of monitoring groundwater wells located on-site and off-site with additional action plans developed to respond in the event activity levels are exceeded at each of the respective locations. The governments of the Czech Republic and Slovakia have agreed to indemnify, subject to specified limitations, the respective joint venture for remediation costs associated with this historical contamination. Based upon the information available, we do not believe that total future remediation costs to us will be material.

We believe that our operations are in substantial compliance with applicable environmental and health and safety laws and regulations. We do not expect the cost of compliance with existing environmental and health and safety laws and regulations (and liability for currently known environmental conditions) to have a material adverse effect on the Business or our prospects. It is possible, however, that future developments, including changes in laws and regulations, government policies, personnel and physical property conditions (including currently undiscovered contamination), could lead to material costs.

EMPLOYEES

We employ approximately 13,150 people worldwide, consisting of approximately 10,150 people employed directly and approximately 3,000 people employed through our joint ventures, most of whom are engaged in manufacturing services. We do not currently have any collective bargaining arrangements with our employees, except for those arrangements, such as works councils, that are obligatory for all employees or all employers in a particular industry under applicable foreign law. Of the total number of employees employed directly by us, approximately 9,000 were engaged in manufacturing and information services, over 400 were engaged in our sales and marketing organization and in customer service, 500 were engaged in administration and over 250 were engaged in research and development.

PROPERTIES

In the United States, our corporate headquarters as well as manufacturing, research and development and warehouse operations are located in approximately 1,528,000 square feet of space in properties that we own in Phoenix, Arizona. We also lease from Motorola approximately 100,000 square feet in Phoenix, Mesa, Tempe and Chandler, Arizona that is used for research and development, warehouse and office facilities. We have entered into lease and office sharing agreements with Motorola for approximately 80,000 square feet of space used for sales offices and warehouses in locations such as Huntsville, Alabama, Calabasas, Irvine, San Diego and Sunnyvale in California, Denver, Colorado, Wallingford Connecticut, Clearwater, Florida, Lawrenceville, Georgia, Schaumburg, Illinois, Carmel and Kokomo, Indiana, Woburn, Massachusetts, Columbia, Maryland, Northville, Michigan, Minnetonka, Minnesota, Raleigh, North Carolina, Fairfield, New Jersey, Fairport and

Hauppauge in New York, Beaverton, Oregon, Colmar and Horsham in Pennsylvania, Houston and Plano in Texas, Bellevue, Washington, and Brookfield, Wisconsin. Lease terms for the sales offices are for one year from July 31, 1999, and the other leases range between one year and two years. We have has plans to relocate the leased sales offices and other facilities before the end of the lease terms. Prices for the leases have been fixed throughout their terms at an amount intended to approximate the actual historical cost of the covered properties.

As part of our recapitalization, Motorola has conveyed to us the surface rights to a portion of the land located at our Phoenix facility, excluding the subsurface rights, and conveyed buildings located at the Phoenix facility. These buildings do not include any treatment facilities relating to Motorola's environmental clean-up operations at the Phoenix facility. We have executed a Declaration of Covenants, Easements and Restrictions with Motorola providing access easements for the parties and granting to us options to purchase or to lease the subsurface rights of the land.

We own our manufacturing facilities in Japan, Malaysia, Mexico, the Philippines and Slovakia. These facilities are primarily manufacturing operations, but also include office facilities and warehouse space. We own 770,000 square feet of manufacturing, warehouse and office space in Japan, Malaysia, the Philippines and Slovakia and owns a 254,000 square foot manufacturing and office complex in Guadalajara, Mexico. Recently, we entered into an agreement to move our production operations in Hong Kong to a new facility that will open in 2001.

In connection with our joint ventures, we also own manufacturing, warehouse and office space in Seremban, Malaysia, Leshan, China, Slovakia and the Czech Republic.

We have also entered into lease and office sharing agreements for approximately 67,000 square feet of space for research and development, warehouses, logistics centers and sales offices in locations including Australia, Brazil, Canada, China, France, Germany, India, Italy, Japan, Korea, Malaysia, Philippines, Puerto Rico, Spain, Sweden, Switzerland, Taiwan, Thailand, and the United Kingdom. Most of these properties are currently leased from Motorola. Lease terms for the sales offices are for one year from July 31, 1999, and the other leases range between one year and three years. We have plans to relocate the leased sales offices and other facilities before the end of their terms. Motorola will also lease space at our Phoenix facility and in the Czech Republic for a period of up to two years. In general, prices for these leases have been fixed throughout their term at an amount intended to approximate the actual historical cost of the covered properties.

We believe that our facilities around the world, whether owned or leased, are well-maintained. Our manufacturing facilities contain sufficient productive capacity to meet our needs for the foreseeable future.

LEGAL PROCEEDINGS

From time to time we are involved in legal proceedings arising in the ordinary course of business. We believe that none of these proceedings should have, individually or in the aggregate, a material adverse effect on our business or our prospects.

We manufacture and sell a family of high margin analog semiconductor products, a limited portion of which are the subject of a patent infringement lawsuit commenced by Power Integrations against Motorola prior to our recapitalization in August 1999. The future development of this product family is important to our business strategy. The Power Integrations lawsuit is pending in United States District Court in Wilmington, Delaware. On October 15, 1999 the jury returned a verdict against Motorola awarding damages of \$32.3 million, subject to trebling, prejudgment interest and attorneys' fees. Judgment on the jury's verdict has not been entered by the Court, and Motorola plans to file motions to set aside the verdict and, if necessary, to appeal. Although we are not a party to the suit, Power Integrations has filed a motion seeking to enjoin Motorola and SCG Holding

from making, using, offering to sell or selling products alleged to infringe its patents. We believe that there are a number of defenses to the imposition of an injunction against us. During the pendency of quality enhancement efforts, we have not sold any of the products previously sold by Motorola and found to have infringed Power Integrations' patent in certain applications. Nonetheless, we do not agree with the infringement finding and have not abandoned the market served by these products. We believe that our exposure, if any, arising in connection with the Power Integrations lawsuit relates to the risk of an injunction and the imposition of damages in the event that infringing post-recapitalization sales should occur. In the event an injunction is imposed, we would be unable to pursue the development of the products in question.

On December 6, 1999, International Rectifier filed an action against us in the United States District Court for the Central District of California alleging that our power-MOS products infringed eight of their patents. These power-MOS products were previously manufactured by Motorola under a license from International Rectifier that expired on December 31, 1999. We have not yet been served with process in this litigation and are engaged in good faith discussions with International Rectifier regarding a number of different aspects of our continuing business relationship, including development of a new license agreement. Although we are optimistic about the outcome of these discussions, we cannot assure you that we will be able to reach such an agreement on favorable terms.

MANAGEMENT

DIRECTORS AND EXECUTIVE ARRANGEMENTS

The following table sets forth certain information with respect to the persons who currently serve as members of the Board of Directors and executive officers of SCG Holding. Each of our directors will hold office until the next annual meeting of shareholders or until his successor has been elected and qualified.

NAME	AGE	COMPANY POSITION
Curtis J. Crawford...	52	Chairman of the Board of Directors
David Bonderman.....	56	Director
David M. Stanton.....	37	Director
Justin T. Chang.....	32	Director
Richard W. Boyce.....	43	Director
William A. Franke....	62	Director
Steve Hanson.....	52	Director and President
Michael Rohleder....	43	Senior Vice President and Director of Sales and Marketing
James Thorburn.....	43	Senior Vice President and Chief Operating Officer
William George.....	56	Senior Vice President and Chief Manufacturing and Technology Officer
Dario Sacomani.....	43	Senior Vice President and Chief Financial Officer
Collette T. Hunt.....	47	Vice President and General Manager of Bipolar Discrete Business Unit
Sandra Lowe.....	55	Vice President and General Manager of Logic Business Unit
James Stoeckmann....	44	Vice President and Director of Human Resources
Alistair Banham.....	43	Vice President and General Manager, Europe, Middle East and Africa
Henry Leung.....	46	Vice President and General Manager, Asia
Ralph Quinsey.....	43	Vice President and General Manager of Analog Division
Leon Humble.....	61	Vice President and General Manager of MOS Gates Business Unit
Chandramohan Subramaniam.....	43	Vice President and Director of Internal Manufacturing

CURTIS J. CRAWFORD, DIRECTOR. Mr. Crawford was elected Chairman of the Board of Directors of SCG Holding in September 1999. Since 1998, Mr. Crawford has served and continues to serve as President, Chief Executive Officer and Chairman of the Board of Directors of Zilog, Inc. From 1997 to 1998, Mr. Crawford was Group President of the Microelectronics Group and President of the Intellectual Property division of Lucent Technologies, a successor to some AT&T businesses. From 1995 to 1997, he was President of the Microelectronics Group. From 1993 to 1995, Mr. Crawford was President of AT&T Microelectronics, a business unit of AT&T Corporation. From 1991 to 1993, he held the position of Vice President and Co-Chief Executive Officer of AT&T Microelectronics. From 1988 to 1991, he held the position of Vice President, Sales, Service and Support for AT&T Computer Systems. Prior thereto, he served in various sales, marketing and executive management positions at various divisions of IBM. Mr. Crawford currently serves as a member of the Board of Trustees of DePaul University and as a member of the Board of Directors of ITT Industries, Inc. and E.I. du Pont de Nemours.

DAVID BONDERMAN, DIRECTOR. Mr. Bonderman became a director of SCG Holding in August 1999. Mr. Bonderman is a Managing Partner of Texas Pacific Group. Prior to forming Texas Pacific Group, Mr. Bonderman was chief operating officer and chief investment officer of Keystone Inc., a private investment firm, from 1983 to August 1992. Mr. Bonderman serves on the boards of directors of Continental Airlines, Inc., Bell & Howell Company, Beringer Wine Estates, Inc., Denbury Resources

Inc., Oxford Health Plans, Inc., Washington Mutual, Inc., Ryanair, Ltd., J. Crew Group, Inc., Paradyne Networks, Realty Information Group, Ducati Motor Holdings S.p.A., Punch Group Ltd., AerFi plc., Landis & Gyr Communications and UroGenesys Inc. Mr. Bonderman also serves in general partner advisory board roles for Newbridge Investment Partners, L.P., Newbridge Latin America, L.P. and Aqua International, L.P.

DAVID M. STANTON, DIRECTOR. Mr. Stanton became a director of SCG Holding in August 1999. Mr. Stanton is currently the founding partner of Francisco Partners, an investment partnership specializing in private technology companies. From 1996 until August 12, 1999, Mr. Stanton was a partner of Texas Pacific Group and, a limited partner in Communication Partners, L.P. During this time, he also served as Vice President of TPG Advisors, Inc. and as President of Communication Genpar, Inc., entities affiliated with Communication Partners, L.P. Prior to joining Texas Pacific Group, Mr. Stanton was a venture capitalist with Trinity Ventures, where he specialized in information technology, software and telecommunications investing. Mr. Stanton currently serves as a director of Denbury Resources Inc., GlobeSpan, Inc. and several private companies, including Paradyne Credit Corp., an affiliated entity of Paradyne.

JUSTIN T. CHANG, DIRECTOR. Mr. Chang became a director of SCG Holding in August 1999. Mr. Chang is a partner of Texas Pacific Group, where he has been employed since 1993.

RICHARD W. BOYCE, DIRECTOR. Mr. Boyce became a director of SCG Holding in September 1999. Mr. Boyce is President of CAF, Inc., a consulting firm that advises various companies controlled by Texas Pacific Group. Prior to founding CAF, Inc. in 1997, he served as Senior Vice President of Operations for Pepsi-Cola North America from 1996 to 1997 and its Chief Financial Officer from 1994 to 1996. From 1992 to 1994, Mr. Boyce served as Senior Vice President-Strategic Planning for PepsiCo. Prior to joining PepsiCo, Mr. Boyce was a director at the management consulting firm of Bain & Company, where he was employed from 1980 to 1992. Mr. Boyce also serves on the Boards of Directors of J. Crew Group, Inc., Del Monte Foods Company and Del Monte Corporation.

WILLIAM A. FRANKE, DIRECTOR. Mr. Franke became a director of SCG Holding in December 1999. Mr. Franke is currently the managing partner of Newbridge Latin America, LLP, an investment partnership specializing in Latin American companies and has served in this position since 1996. Mr. Franke also serves as the President, CEO and Chairman of the Board of Directors of America West Holdings Corp. and its subsidiary, America West Airlines, Inc., and has served in this position since 1992. He is also the President and owner of Franke & Company and has served in this position since 1987. In addition to being a director of the Company, Mr. Franke serves on the Boards of Directors of America West Holdings Corporation, Beringer Wine Estates, Inc., Phelps Dodge Corporation, Central Newspapers, Inc. and AerFi Group. plc.

STEVE HANSON, PRESIDENT AND DIRECTOR. Mr. Hanson served as the Senior Vice President and General Manager of Motorola's Semiconductor Components Group from June 1997 until he assumed this position in August 1999. Mr. Hanson has held several executive and management positions, including Corporate Vice President, since he joined Motorola in 1971.

MICHAEL ROHLEDER, SENIOR VICE PRESIDENT AND DIRECTOR OF SALES AND MARKETING. For two years prior to assuming this position in September 1999, Mr. Rohleder was President and Chief Executive Officer of Wyle Electronics, a member of the VEBA Electronics Group. Prior to his tenure at Wyle, Mr. Rohleder served as President of Insight Electronics, also a member of the VEBA electronics group, for a period of seven years.

JAMES THORBURN, SENIOR VICE PRESIDENT AND CHIEF OPERATING OFFICER. Prior to assuming this position in August 1999, Mr. Thorburn was the Chief Financial Officer of Zilog, a position he had

held since May 1998. Prior to his tenure at Zilog, Mr. Thorburn spent 17 years at National Semiconductor, most recently as Vice President of Operations Finance.

WILLIAM GEORGE, SENIOR VICE PRESIDENT AND CHIEF MANUFACTURING AND TECHNOLOGY OFFICER. For two years prior to assuming this position in August 1999, Mr. George held several executive and management positions, including directing investment and operation strategy for Motorola's worldwide manufacturing operations, since he joined Motorola in 1968.

DARIO SACOMANI, SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER. Mr. Sacomani served as the Vice President and Director of Finance of Motorola's Semiconductor Components Group from July 1997 until he assumed his current position in August 1999. Mr. Sacomani has held several executive and management positions, including Vice President and Financial Controller for the European Semiconductor Group of Motorola, since he joined Motorola in 1980.

COLLETTE T. HUNT, VICE PRESIDENT AND GENERAL MANAGER OF BIPOLAR DISCRETES. Prior to assuming this position in August 1999, Ms. Hunt served as Vice President of Motorola's Semiconductor Products Sector beginning in 1994 and the position of Director of Product Operations of the Semiconductor Components Group beginning in 1998. Ms. Hunt has held various executive and managerial positions, including positions on the board of directors of Motorola's joint venture operations in Malaysia and China, since she joined Motorola in 1984.

SANDRA LOWE, VICE PRESIDENT AND GENERAL MANAGER OF LOGIC BUSINESS UNIT. Prior to assuming this position in August 1999, Ms. Lowe served as the Director of Quality and Continuous Improvement for Motorola's Semiconductor Components Group beginning in November 1997. Ms. Lowe has held several positions, including General Manager of the Motorola Test Equipment Business Unit in the Space Systems Technology Group, since she joined Motorola in 1993.

JAMES STOECKMANN, VICE PRESIDENT AND DIRECTOR OF HUMAN RESOURCES. Prior to assuming this position in August 1999, Mr. Stoeckmann served as the Director of Human Resources for Motorola's Semiconductor Components Group beginning in November 1998. Mr. Stoeckmann has held several positions, including Human Resources Director for SCG Worldwide Manufacturing, since he joined Motorola in 1984.

ALISTAIR BANHAM, VICE PRESIDENT AND GENERAL MANAGER, EUROPE, MIDDLE EAST AND AFRICA. Prior to assuming this position in August 1999, Mr. Banham served as General Manager of Motorola's Semiconductor Components Group for Europe, the Middle East and Africa beginning in April 1999. Mr. Banham has managed various foreign aspects of Motorola's semiconductor products business, including leadership of the European Motorola Segment Sales and Engineering Applications Team, since he joined Motorola in 1989.

HENRY LEUNG, VICE PRESIDENT AND GENERAL MANAGER, ASIA. Prior to assuming this position in August 1999, Mr. Leung served as the director in the Asia Pacific Region for Motorola's Semiconductor Components Group beginning in 1994. Mr. Leung has held several positions, including Business Director of Motorola's Semiconductor Component Group (Discrete Products) for the Asia Pacific Region, since he joined Motorola in 1976.

RALPH QUINSEY, VICE PRESIDENT AND GENERAL MANAGER OF ANALOG DIVISION. From 1997 until he assumed this position in August 1999, Mr. Quinsey served as Vice President and General Manager of Motorola's Semiconductor Products Sector Wireless Subscriber Systems Group. Prior to that time, Mr. Quinsey served as General Manager for the Logic and Analog Integrated Circuits Mixed Signal Communications Products Division of Motorola. Mr. Quinsey has held several management positions since he joined Motorola in 1979.

LEON HUMBLE, VICE PRESIDENT AND GENERAL MANAGER, MOS GATED PRODUCTS DIVISION. Prior to assuming this position in August 1999, Mr. Humble served as Director of Manufacturing Restructuring and Separation Programs for Motorola's Semiconductor Components Group. Mr. Humble has held several management positions, including Product Line Manager for CMOS Products Division, since he joined Motorola in 1968.

CHANDRAMOHAN SUBRAMANIAM, VICE PRESIDENT AND DIRECTOR OF INTERNAL MANUFACTURING. Prior to assuming this position in August 1999, Mr. Subramaniam held several director and management positions, including Director of Asia manufacturing, General Manager Seremban and Director of Quality and Continuous Improvement, after joining Motorola in 1984.

DIRECTOR COMPENSATION

Members of the Board of Directors of SCG Holding, other than the Chairman and our newest director, William Franke, are not entitled to any compensation (other than reimbursement of expenses) for their service on the Board. The Chairman will receive a quarterly payment of \$25,000 for his services as Chairman of the Board. The Board may grant new members of the Board who are independent of SCG Holding and Texas Pacific Group an option to purchase 15,000 shares of common stock of SCG Holding and pay such new members a fee of \$1,000 per meeting attended. We have agreed to pay Mr. Franke this fee.

EXECUTIVE COMPENSATION

The following table sets forth cash compensation paid by Motorola during fiscal year 1998 to the four most highly compensated executives of SCG Holding who were also previously employed by Motorola during fiscal year 1998. SCG Holding has not named a Chief Executive Officer.

NAME AND PRINCIPAL POSITION	YEAR	ANNUAL COMPENSATION			ALL OTHER CASH COMPENSATION (\$)(1)
		SALARY (\$)	BONUS (\$)	OTHER ANNUAL COMPENSATION	
Steven Hanson..... President	1998	308,308	150,000	--	51,457
William George..... Senior Vice President and Chief Operating Officer	1998	255,625	73,000	--	9,625
Dario Sacomani..... Senior Vice President and Chief Financial Officer	1998	181,231	47,000	--	338,583
Collette T. Hunt..... Vice President and General Manager Bipolar Discretetes	1998	176,667	43,900	--	3,641

(1) Represents relocation expenses and Motorola's matching contributions to its 401k plan. In the case of Messrs. Hanson and Sacomani, this amount includes relocation expenses of \$45,628 and \$335,383, respectively. In all cases, this amount includes Motorola's matching contribution to its 401k plan of \$3,500.

EMPLOYMENT AGREEMENTS/CHANGE IN CONTROL AGREEMENTS

We have entered into employment agreements with each of Messrs. Hanson, Rohleder, Thorburn, George and Sacomani. The following summaries of the material provisions of the employment agreements do not purport to be complete and are qualified in their entirety by reference to such agreements.

The agreements with Messrs. Hanson, George and Sacomani each provide for an employment term of three years ending on August 4, 2002. The agreements provide an annual base salary of \$375,000, \$300,000 and \$250,000, respectively, and an annual bonus up to 100% of the base salary based on achievement of annual performance objectives. Messrs. Hanson, George and Sacomani

will each be entitled to a one-time special bonus of \$150,000 to be paid on the first anniversary of his employment, provided the respective executive is employed on such date. The agreements with Messrs. Rohleder and Thorburn each provide for an employment term of three years ending on September 1, 2002 and August 2, 2002, respectively, and for an annual base salary of \$350,000 and \$300,000, respectively. Mr. Rohleder is eligible to receive an annual bonus of up to 200% of his base salary based on achievement of annual performance objectives, provided that, during the first year of his employment term, Mr. Rohleder is guaranteed to receive an annual bonus at least equal to 100% of his base salary, regardless of whether any performance objectives are achieved. Mr. Thorburn is eligible to receive an annual bonus of up to 100% of his base salary based on achievement of annual performance objectives, and has received a one-time consultation fee of \$270,000. Messrs. Rohleder and Thorburn also have been provided certain relocation benefits under their agreements.

Messrs. Hanson, Thorburn, Rohleder, George and Sacomani have been granted options under our stock option plan (described below) to purchase 1,200,000, 750,000, 700,000, 650,000 and 650,000 shares, respectively, of common stock of SCG Holding, which become exercisable generally on a semi-annual basis over a four-year period (see description of the stock option plan below). The executive's outstanding options will become immediately exercisable upon a change in control (as defined in the executives' agreements), and with respect to Messrs. Hanson, Sacomani and George, each such executive's outstanding option will become immediately exercisable if such executive's employment is terminated by SCG Holding without cause (as defined in their respective agreements) or by the executives for good reason. Good reason is defined in each employment agreement and includes a voluntary resignation by the executive within one year after a change in control (as defined). The executives have also been provided a car allowance of up to \$1,200 per month.

Under the terms of each of their respective agreements, if the executive's employment is terminated without cause (as defined in the applicable employment agreement), such executive will be entitled to a lump sum payment equal to the product of (A) either (i) three, if the date of termination of employment is on or before September 1, 2001, or (ii) two, if the date of termination of employment is after September 1, 2001 and prior to the expiration of the employment term; and (B) the sum of (i) the highest rate of the executive's annualized base salary in effect at any time up to and including the date of termination and (ii) the annual bonus earned by such executive in the year immediately preceding his date of termination. In addition, if the executive's employment is terminated without cause within two years after a change in control (as defined in the applicable employment agreement), he will be entitled to continuation of medical benefits provided generally to other executives of SCG Holding for the greater of two years from the date of termination or the expiration of the term of employment under the agreement. Under the agreements with Messrs. Hanson, George and Sacomani, the executives will be entitled to the foregoing severance payments and, in the event of a change of control, continuation of medical coverage if they resign for good reason (as defined in their respective employment agreements).

Each executive is also subject to customary non-solicitation of employees and confidentiality provisions.

Finally, we have provided Mr. Thorburn with a non-recourse loan in the amount of approximately \$227,900 for the purposes of exercising stock options granted by his former employer. Mr. Thorburn has pledged the stock received upon the exercise of such option to SCG Holding as security for the loan. The loan accrues interest at a rate of 5.54% per annum and the entire principal amount and accrued interest is repayable upon Mr. Thorburn's sale of the stock.

We have adopted the SCG Holding Corporation 1999 Founders Stock Option Plan to provide our key employees, directors and consultants with the opportunity to purchase common stock of SCG Holding. We reserved 17,365,000 shares of SCG Holding's common stock for issuance under the option plan. The option plan is administered by the Board of Directors of SCG Holding or a committee thereof, which is authorized to, among other things, select the key employees, directors and consultants who will receive grants and determine the exercise price and vesting schedule of the options. Prior to the existence of a public market (as defined in the plan) for the common stock, fair market value is determined by the Board in good faith, and following the existence of a public market for the common stock, fair market value will be based on the closing price for the shares on the exchange on which the shares are listed. As of November 1, 1999, the Board of Directors of SCG Holding had approved the grant of options to purchase an aggregate of 15,049,500 shares of SCG Holding's common stock to some of its directors and a total approximately of 420 key employees (including Messrs. Hanson, Thorburn, Rohleder, George and Sacomani) at an exercise price of \$1.00 per share. Generally the options initially issued under the plan will vest gradually over a period of four years, with approximately 8% becoming immediately vested and exercisable on the Grant Date, provided that the option holder remains employed with us during this period. All outstanding options will vest automatically upon a change of control (as defined in the plan) other than an initial public offering, provided the option holder is employed with us on the date of the change in control. Upon the termination of an option holder's employment, all unvested options will immediately terminate and vested options will generally remain exercisable for a period of 90 days after date of termination (one year in the case of death or disability). Prior to the existence of a public market for the common stock, if an employee's employment terminates, generally we will have the right to purchase vested options from that employee at a price equal to the excess of the fair market value per share of the common stock over the exercise price per share specified in the option. In addition, any shares acquired prior to the existence of a public market will generally be subject to our call right, as well as customary drag-along and tag-along rights.

RETIREMENT PLAN

Our Retirement Plan covers eligible employees within the United States, including the named executive officers. The pension plan provides for monthly pension benefits based upon a formula including employee's years of service, compensation level calculated as final average earnings for the five years of highest pay during the last ten years of employment, and the Social Security benefit. The Social Security benefit is the estimated amount of Social Security retirement benefit payable at age 65. The earliest date on which eligible employees may receive pension benefits for retirement is after age 55 with at least five years of service or at age 60 with at least one year of service. Normal retirement under the pension plan is after age 65. Benefits are reduced if pension payments begin before age 65.

The following table shows the estimated annual benefits payable under the current Retirement Plan for employees who are eligible under the criteria stated above assuming a life annuity benefit:

REMUNERATION	YEARS OF SERVICE				
	15	20	25	30	35
\$100,000.....	\$25,269	\$29,235	\$30,821	\$30,821	\$30,821
\$125,000.....	\$32,448	\$37,664	\$39,750	\$39,750	\$39,750
\$150,000.....	\$39,626	\$46,092	\$48,679	\$48,679	\$48,679
\$175,000.....	\$42,498	\$49,464	\$52,250	\$52,250	\$52,250
\$200,000.....	\$42,498	\$49,464	\$52,250	\$52,250	\$52,250

As of December 31, 1998, Mr. Hanson, Mr. George, Mr. Sacomani and Ms. Hunt had approximately 27, 30, 18 and 14 estimated years of service, respectively, and the annual compensation covered by the pension plan for each of these officers is \$160,000.

OWNERSHIP OF CAPITAL STOCK

The certificate of incorporation of SCG Holding, as amended to date, authorizes the issuance of capital stock consisting of 300,000,000 shares of common stock, and 100,000 shares of preferred stock which may be issued in multiple series, the terms, provisions and the preferences of which may be designated from time to time by the Board of Directors of SCG Holding.

The following table sets forth as of November 1, 1999 information regarding the beneficial ownership of SCG Holding Common Stock and Series A Cumulative Preferred Stock of SCG Holding, as determined in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended, with respect to:

- each person known by SCG Holding to be the beneficial owner of more than 5% of any class of SCG Holdings' voting securities;
- each of the directors and some of the executive officers of SCG Holding; and
- all directors and executive officers, as a group.

Except as otherwise noted, the persons named in the table have sole voting and investment power with respect to all shares shown as beneficially owned by them.

NAME AND ADDRESS OF BENEFICIAL OWNER	COMMON STOCK		SERIES A CUMULATIVE PREFERRED STOCK	
	NUMBER OF SHARES(1)	PERCENTAGE(1)	NUMBER OF SHARES	PERCENTAGE
TPG Advisors II, Inc. 201 Main Street, Suite 2420 Fort Worth, TX 76102	187,499,150(2)	90.8%	1,500	71.8%
Motorola, Inc. 1303 East Algonquin Road Schaumburg, IL 60196	17,500,850	8.5%	590	28.2%
David Bonderman	--(3)	--	--	--
Justin T. Chang	--(3)	--	--	--
David M. Stanton	--	--	--	--
Curtis J. Crawford	300,000(4)	*	--	--
Richard W. Boyce	615,000(4)	*	--	--
William A. Franke	--(5)	--	--	--
Steven Hanson	100,800(4)	*	--	--
Dario Sacomani	54,600(4)	*	--	--
William George	54,600(4)	*	--	--
Collette T. Hunt	11,760(4)	*	--	--
All directors and executive officers as a group (19 persons)	1,346,760	*	--	--

* Less than 1% of the total voting power of the outstanding shares of Common Stock.

- (1) Calculated excluding all shares issuable pursuant to options or warrants except, as to each person, the shares issuable to such person pursuant to options or warrants immediately exercisable or exercisable within 60 days from November 1, 1999.
- (2) TPG Advisors II, Inc. indirectly controls TPG Semiconductor Holdings, LLC, which directly owns the common stock and preferred stock listed in the table above.
- (3) Excludes shares listed above as beneficially owned by TPG Advisors II, Inc., which may be deemed an affiliate of each of David Bonderman and Justin Chang.
- (4) All shares listed are issuable on exercise of options.
- (5) Mr. Franke is the beneficial owner of a minority equity interest in TPG Semiconductor Holdings, LLC.

We have also reserved 17,365,000 shares of common stock for issuance under our stock option plans as more fully described under "Management--1999 Founders Stock Option Plan."

The preferred stock has a par value of \$0.01 per share and accumulates dividends at the rate of 12% per annum, payable quarterly. Dividends compound to the extent not paid. The preferred stock has an original liquidation preference of \$100,000 per share. SCG Holding will be required to redeem all of the shares of the preferred stock on the thirteenth anniversary of the issue date at a price equal to such liquidation value plus all accumulated dividends that have been applied to increase liquidation value. Shares of the preferred stock may be redeemed at the option of SCG Holding, in whole or in part, for this total value plus accrued dividends not included therein.

Optional redemption of the preferred stock is subject to, and expressly conditioned upon, limitations under the notes, our senior bank facilities and other documents relating to our indebtedness. We may also be required to offer to repurchase shares of the preferred stock in other circumstances, including the occurrence of a change of control of SCG Holding, in each case subject to the terms of the notes, our senior bank facilities and other documents relating to our indebtedness. Holders of the preferred stock will not have any voting rights, except with respect to specified actions that might adversely affect the holders and except for such rights as are provided under applicable law. See "Description of Exchange Notes--Limitation on Restricted Payments."

SHAREHOLDERS AGREEMENT

SCG Holding, Motorola and TPG Semiconductor Holdings, LLC, which is controlled by investment funds affiliated with Texas Pacific Group, have entered into a Shareholders Agreement relating to registration rights, transfers of common stock and preferred stock (together, the "SCG Stock") and other matters. The Shareholders Agreement terminates upon the earlier to occur of (1) TPG Holding owning less than 35% of the outstanding shares of common stock or (2) an underwritten initial public offering of SCG Stock; PROVIDED that registration rights terminate with respect to a class of SCG Stock at such time (at least three years after the date of the Shareholders Agreement) as Motorola shall be legally permitted to sell all shares of such class of SCG Stock then held by Motorola without registration under the Securities Act.

REGISTRATION RIGHTS

Pursuant to the Shareholders Agreement, Motorola and Permitted Transferees (as defined below under "--Permitted Transfers") have "piggyback" registration rights on a proportional basis with respect to the same class of SCG Stock in any public offering of SCG Stock by SCG Holding or Texas Pacific Group. SCG Holding pays the registration expenses of any registration including, without limitation, SEC and NASD filing fees and the fees and expenses of counsel for SCG Holding (but not including underwriting discounts or fees and expenses of counsel to Motorola). SCG Holding has agreed to indemnify Motorola, transferee holders and underwriters and their respective affiliates and control persons against securities law liabilities relating to the registration statement in connection with any registered offering pursuant to registration rights. Each selling shareholder has agreed to indemnify SCG Holding and underwriters (together with their respective affiliates and control persons) against securities law liabilities for information provided by the selling shareholder in writing specifically for inclusion in the registration statement.

RIGHT OF FIRST OFFER

The Shareholders Agreement permits Motorola to transfer some or all of its shares of SCG Stock to any third party, PROVIDED that prior to any such transfer (other than pursuant to limited exceptions set forth in the Shareholders Agreement), Motorola shall have provided TPG Holding and SCG Holding with notice of its intent to sell such SCG Stock (specifying the number of shares

thereof, the purchase price therefor and other terms and conditions) and an opportunity to acquire all (but not less than all) of such shares of SCG Stock at the purchase price and on the other terms and conditions specified in the offer notice. In the event Texas Pacific Group and SCG Holding do not exercise their right to acquire such SCG Stock, Motorola may, within a specified period following the delivery of the offer notice, sell all of such SCG Stock to a third party at a price that is not less than the purchase price and on substantially the same terms and conditions specified in the offer notice.

TAG-ALONG RIGHTS

The Shareholders Agreement provides that, in the event that Texas Pacific Group determines to sell SCG Stock to any third party (not including affiliates of Texas Pacific Group), except in a public offering or in a brokerage transaction through the public securities markets, Motorola has the right to participate PRO RATA (treating each class of SCG Stock individually) in such transaction as a seller on the same terms and conditions as apply to the sale of Texas Pacific Group's SCG Stock. Notwithstanding the foregoing, (1) Texas Pacific Group has the right to sell or transfer up to 10% of the outstanding shares of SCG Holding Common Stock and SCG Holding Preferred Stock in the aggregate to third parties free of tag-along rights in connection with the retention by SCG Holding of directors, officers, advisors or consultants, or the sale of other securities of SCG Holding or its subsidiaries, and (2) if Texas Pacific Group proposes to transfer both common stock and preferred stock in the same transaction or in related transactions, Motorola may tag-along in such transaction or transactions by transferring both common stock and preferred stock in the same proportion as is proposed to be transferred by Texas Pacific Group.

DRAG-ALONG RIGHTS

In the event that Texas Pacific Group determines to sell all or substantially all of the stock or assets of SCG Holding, by merger, stock sale, asset sale or otherwise, to any third party, Texas Pacific Group has the right to cause Motorola to sell its shares of common stock in such transaction (and to waive its appraisal or dissenters' rights with respect to such transaction, as applicable), all at the same price per share and on the same terms and conditions as apply to the sale of Texas Pacific Group's common stock.

CALL RIGHT

Under the Shareholders Agreement, Texas Pacific Group has the right to purchase from Motorola, at any time and from time to time, all or any portion of the shares of the preferred stock held by Motorola at the stated redemption price per share in cash.

FLIP PROTECTION

In the event that all or substantially all of the outstanding shares of common stock or the assets of SCG Holding are sold in specified circumstances for a limited period of time after our recapitalization, Motorola will be entitled to 30% of the net profit realized by TPG Holding from the sale.

CORPORATE GOVERNANCE

In the event SCG Holding fails to redeem the preferred stock on or prior to the thirteenth anniversary of the issue date, Texas Pacific Group shall cause 20% of the members of the Board of Directors of SCG Holding to be Motorola nominees.

PERMITTED TRANSFERS

Notwithstanding anything to the contrary contained in the Shareholders Agreement, transfers to any Permitted Transferee of the transferor shall not be subject to the right of first offer, tag-along rights, drag-along rights or flip protection provisions. A "Permitted Transferee" means (a) in the case of any transferor that is not a corporation, individual, general or limited partner, member, officer, employee or affiliate (as defined in Rule 12b-2 under the Exchange Act) of such transferor, (b) in the case of any transferor that is a corporation, any other entity that owns, directly or indirectly, at least 51% of the equity securities of such transferor ("majority ownership") or that is under common majority ownership with such transferor, (c) in the case of any transferor that is an individual, any successor by death or divorce or (d) in the case of any transferor that is a trust whose sole beneficiaries are individuals, such individuals or their spouses or lineal descendants.

TRANSFEEE'S RIGHTS AND OBLIGATIONS

A third party that acquires SCG Stock shall assume the obligations and, unless otherwise agreed by the transferee, acquire the rights of the transferring party with respect to the shares that it acquires.

TEXAS PACIFIC GROUP

Texas Pacific Group was founded by David Bonderman, James G. Coulter and William S. Price, III in 1993 to pursue public and private investment opportunities through a variety of methods, including leveraged buyouts, recapitalizations, joint ventures, restructurings and strategic public securities investments. The principals of Texas Pacific Group manage TPG Partners, L.P. and TPG Partners II, L.P., both Delaware limited partnerships, which, with affiliated partnerships, have aggregate committed capital of more than \$3.2 billion.

The investment in SCG Holding is the largest investment of Texas Pacific Group to date and its sixth investment in the technology and telecommunications area. Texas Pacific Group's other investments in technology and telecommunications companies include Paradyne Corporation, GlobeSpan, GT Com, Landis & Gyr Communications and Zilog.

Texas Pacific Group's portfolio companies also include America West Airlines, Belden & Blake, Beringer Wine Estates, Del Monte Foods, Denbury Resources, Ducati Motorcycle Holdings, Favorite Brands International, Genesis ElderCare, J. Crew, Oxford Health Plans, Virgin Entertainment and Vivra. In addition, Texas Pacific Group principals led the \$9 billion reorganization of Continental Airlines in 1993.

RELATIONSHIPS AND RELATED TRANSACTIONS

In connection with our recapitalization, Motorola has made bonus payments to Messrs. Hanson, George and Sacomani in the approximate amounts of \$480,000, \$400,000 and \$260,000, respectively.

In connection with our recapitalization, we paid Texas Pacific Group a financial advisory fee in the amount of \$25 million. We have agreed to pay Texas Pacific Group annually a management fee of not more than \$2 million.

In connection with our recapitalization, Motorola has assigned, licensed and sublicensed to us intellectual property in connection with the products we plan to offer (including a limited use of the Motorola trade name for one year and a transition statement, "formerly a division of Motorola," for an additional year thereafter), has agreed to continue providing us information technology, human resources, supply management, logistics and finance services for agreed periods of time while we determine the most cost-effective means to obtain such services, has agreed to continue providing manufacturing and assembly services to us and to continue using similar services we provide to them, has agreed to continue selling to us depreciated equipment to support our capacity expansion and has leased real estate to us. Motorola provides some of these services on more favorable terms than we would expect to obtain from independent sources.

In connection with our recapitalization, we paid the Chairman of our Board of Directors, Curtis J. Crawford, a consulting fee of \$100,000 and granted Mr. Crawford an option to purchase 300,000 shares of common stock. We also granted one of our directors, Richard W. Boyce an option to purchase 615,000 shares of common stock. The option grants to Messrs. Crawford and Boyce were in consideration for their respective consulting services. Messrs. Crawford and Boyce's options are at an exercise price of \$1.00 per share, are fully exercisable upon grant and have a ten year term and are otherwise governed by the 1999 Founders Stock Option Plan.

DESCRIPTION OF OTHER INDEBTEDNESS

SENIOR FACILITIES

The description set forth below is qualified in its entirety by reference to agreements setting forth the principal terms and conditions of our senior bank facilities.

Pursuant to a Credit Agreement that was entered into as part of our August 1999 recapitalization among Semiconductor Components Industries, LLC, as borrower, SCG Holding, as parent, the lenders named therein, The Chase Manhattan Bank as administrative agent, collateral agent and syndication agent, DLJ Capital Funding, Inc., as co-documentation agent, and Lehman Commercial Paper Inc., as co-documentation agent, a syndicate of banks and other financial institutions led by Chase have provided us senior secured credit facilities of up to \$1,025.0 million. The Credit Agreement provides for (1) a \$200.0 million senior secured term tranche A loan that fully amortizes within six years, (2) a \$325.0 million senior secured tranche B term loan that fully amortizes within seven years, (3) a \$350.0 million senior secured tranche C term loan that fully amortizes within eight years and (4) a \$150.0 million senior secured revolving credit facility that matures on the earlier of (a) the date that is six years after our recapitalization and (b) the final repayment in full of the tranche A facility. At the time of the recapitalization, we drew down \$65.5 million under the tranche A facility, and we have drawn down an additional \$60.0 million to date to fund working capital. The \$74.5 million balance of the tranche A facility is being made available to fund working capital during the period from the date of our recapitalization to the date that is six months after our recapitalization.

The senior bank facilities initially bear interest (subject to performance based step downs applicable to the tranche A facility and the revolving facility) at a rate equal to LIBOR plus (1) in the case of the tranche A facility and the revolving facility, 3.00%; or at our option, the alternate base rate (as defined in the Credit Agreement) plus 2.00%; (2) in the case of the tranche B facility, 3.50% or, at our option, the alternate base rate plus 2.50% and (3) in the case of the tranche C facility, 3.75% or, at our option, the alternate base rate plus 2.75%.

In addition to paying interest on outstanding principal under the senior bank facilities, we are required to pay a commitment fee to the lenders under the revolving facility and the delayed draw term facility in respect of the unutilized commitments thereunder at a rate equal to 0.50% per annum.

The senior bank term facilities will amortize in quarterly amounts based upon the annual amounts shown below.

CALENDAR YEAR	TRANCHE A FACILITY	TRANCHE B FACILITY	TRANCHE C FACILITY
-----	-----	-----	-----
	(DOLLARS IN MILLIONS)		
2000.....	\$ --	\$ --	\$ --
2001.....	15.000	1.625	1.750
2002.....	35.000	3.250	3.500
2003.....	45.000	3.250	3.500
2004.....	65.000	3.250	3.500
2005.....	40.000	157.625	3.500
2006.....	--	156.000	168.000
2007.....	--	--	166.250
	-----	-----	-----
Total.....	\$200.000	\$325.000	\$350.000

The obligations of Semiconductor Components under the senior bank facilities are unconditionally and irrevocably guaranteed by SCG Holding and each of its other existing and subsequently acquired or organized domestic subsidiaries. In addition, the senior bank facilities are secured by first priority or equivalent security interests in substantially all tangible and intangible assets of SCG Holding and each of its existing and subsequently acquired or organized domestic subsidiaries,

including all the capital stock of, or other equity interests in Semiconductor Components and each other direct or indirect subsidiary of SCG Holding (except, in the case of voting stock of a foreign subsidiary, not more than 65% of such voting stock shall be required to be pledged).

The senior bank facilities are subject to mandatory prepayment with, in general, (1) 100% of the proceeds of non-ordinary course assets sales, (2) 50% of SCG Holding's Excess Cash Flow (as defined in the Credit Agreement) and (3) 100% of the proceeds from the issuance of debt obligations other than debt obligations permitted under the Credit Agreement. With respect to any prepayment of the tranche B facility or the tranche C facility within two years after our recapitalization, except with respect to prepayments out of Excess Cash Flow, we will pay a premium of (1) 2% of the principal amount being prepaid of each such facility during the first year after August 4, 1999 and (2) 1% of the principal amount being prepaid of each such facility during the second year after August 4, 1999.

The Credit Agreement contains a number of covenants that, among other things, restrict our ability to dispose of assets, incur additional indebtedness, incur guarantee obligations, repay other indebtedness, pay restricted payments and dividends, create liens on assets, make investments, loans or advances, make acquisitions, engage in mergers or consolidations, make capital expenditures, enter into sale and leaseback transactions, or engage in various transactions with subsidiaries and affiliates and otherwise restrict corporate activities. In addition, under the senior bank facilities, we are required to comply with specified financial ratios and tests, including minimum fixed charge coverage and interest coverage ratios and maximum leverage ratios. The Credit Agreement also contains customary events of default.

JUNIOR SUBORDINATED NOTE

As part of our August 1999 recapitalization, Semiconductor Components issued a junior subordinated note to Motorola in the amount of \$91 million, which bears interest at a rate of 10% per annum, payable semi-annually in kind. Interest may be paid by Semiconductor Components in cash after the fifth anniversary of the issue date if, after giving effect to the payment of interest on any interest payment date, we would be in compliance with our obligations under the senior bank facilities and the indenture relating to the notes. The junior subordinated note matures on the twelfth anniversary of the issue date and ranks subordinated in right of payment to the notes and the loans under the senior bank facilities and PARI PASSU in right of payment with, among other things, unsecured trade debt.

DESCRIPTION OF EXCHANGE NOTES

GENERAL

Definitions of terms used in this Description of Exchange Notes may be found under "--Defined Terms." For purposes of this section, the term "SCG Holding" refers only to SCG Holding Corporation and not any of its Subsidiaries, "Semiconductor Components" refers to Semiconductor Components Industries, LLC, a Wholly Owned Subsidiary of SCG Holding, the "Issuers" refers to SCG Holding and Semiconductor Components and "we" refers to the Issuers.

SCG Holding issued initial notes and will issue the exchange notes under an Indenture, dated as of August 4, 1999 among SCG Holding, Semiconductor Components, the Note Guarantors and State Street Bank and Trust Company, as Trustee. The Indenture contains provisions that define your rights under the exchange notes. In addition, the Indenture governs the obligations of the Issuers and of each Note Guarantor under the exchange notes. The terms of the Exchange Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (the "TIA"). The Indenture has been filed as an exhibit to the registration statement of which this prospectus is a part and is available as set forth under the heading "Prospectus Summary--Where You Can Find More Information."

This Description of Exchange Notes is meant to be only a summary of the Indenture, does not purport to be complete and is qualified in its entirety by reference to the Indenture, including the definitions therein of terms used below, and the TIA. It does not restate the terms of the Indenture in their entirety. We urge that you carefully read the Indenture as it, and not this description, will govern your rights as Holders.

OVERVIEW OF THE EXCHANGE NOTES AND THE NOTE GUARANTEES

THE EXCHANGE NOTES

The Exchange Notes will:

- be general unsecured obligations of each of the Issuers;
- be subordinated in right of payment to all existing and future Senior Indebtedness of each of the Issuers;
- rank PARI PASSU in right of payment with all existing and future Senior Subordinated Indebtedness of each of the Issuers;
- be senior in right of payment to all existing and future Subordinated Obligations of each of the Issuers;
- be effectively subordinated to all existing and future Secured Indebtedness of SCG Holding, Semiconductor Components and the other Subsidiaries of SCG Holding to the extent of the value of the assets securing such Indebtedness; and
- be effectively subordinated to all liabilities of the Foreign Subsidiaries of SCG Holding, which are not Guaranteeing the exchange notes, and any other future Subsidiaries of SCG Holding that do not Guarantee the exchange notes.

THE NOTE GUARANTEES

The exchange notes will be Guaranteed by each of the following Domestic Subsidiaries of SCG Holding:

- SCG (Malaysia SMP) Holding Corporation,

- SCG (Czech) Holding Corporation,
- SCG (China) Holding Corporation,
- Semiconductor Components Industries Puerto Rico, Inc. and
- SCG International Development LLC.

The Note Guarantees will:

- be general unsecured obligations of each Note Guarantor;
- be subordinated in right of payment to all existing and future Senior Indebtedness of each Note Guarantor;
- rank PARI PASSU in right of payment with all existing and future Senior Subordinated Indebtedness of each Note Guarantor;
- be senior in right of payment to all existing and future Subordinated Obligations of each Note Guarantor;
- be effectively subordinated to all existing and future Secured Indebtedness of each Note Guarantor to the extent of the value of the assets securing such Indebtedness; and
- be effectively subordinated to all liabilities of the Foreign Subsidiaries of SCG Holding, which are not Guaranteeing the exchange notes, and any other future Subsidiaries of SCG Holding that do not Guarantee the exchange notes.

SCG Holding's existing and future Foreign Subsidiaries are not currently required to Guarantee the exchange notes. However, any existing or future Foreign Subsidiary that Guarantees other Indebtedness of SCG Holding or any of its Domestic Subsidiaries will be required to Guarantee the exchange notes if the aggregate principal amount of Indebtedness of SCG Holding and its Domestic Subsidiaries Guaranteed by all Foreign Subsidiaries exceeds \$25 million.

PRINCIPAL, MATURITY AND INTEREST

We will issue the exchange notes in an aggregate principal amount of up to \$400 million. The exchange notes will mature on August 1, 2009. We will issue the exchange notes in fully registered form, without coupons, in denominations of \$1,000 and any integral multiple of \$1,000.

Each exchange note we issue will accrue interest at a rate of 12% beginning on August 4, or from the most recent date to which interest has been paid or provided for. We will pay interest semiannually in arrears to Holders of record at the close of business on the January 15 or July 15 immediately preceding the interest payment date on February 1 and August 1 of each year.

Interest on the exchange notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

PAYING AGENT AND REGISTRAR

We will pay the principal of, premium, if any, and interest on the exchange notes at any office of ours or any agency designated by us that is located in the Borough of Manhattan, the City of New York. We have initially designated the corporate trust office of the Trustee to act as the agent of SCG Holding in such matters. The location of the corporate trust office is 61 Broadway, New York, New York 10006. We, however, reserve the right to pay interest to Holders by check mailed directly to Holders at their registered addresses.

TRANSFER AND EXCHANGE

Holders may exchange or transfer their exchange notes at the same location given above under "--Paying Agent and Registrar." No service charge will be made for any registration of transfer or exchange of exchange notes. We, however, may require Holders, among other things, to furnish appropriate endorsements and transfer documents and to pay any transfer tax or other similar governmental charge payable in connection with any such transfer or exchange.

Except as provided in the Indenture, the registered Holder of any of the exchange notes will be treated as the owner thereof for all purposes under the Indenture. The Issuers will not be required to transfer or exchange any exchange note selected for redemption or to transfer or exchange any exchange note for a period of 15 days prior to a selection of exchange notes to be redeemed.

OPTIONAL REDEMPTION

Except as set forth in the following paragraph, we may not redeem the exchange notes prior to August 1, 2004. On and after this date, we may redeem the exchange notes, in whole or in part, on one or more occasions. We must give not less than 30 nor more than 60 days' prior notice. Upon redemption, we will pay the redemption prices, plus accrued and unpaid interest and liquidated damages thereon, if any, to the applicable redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date. We will pay the following redemption prices, expressed as percentages of principal amount, if we redeem the exchange notes during the 12-month periods commencing on August 1 of the years set forth below:

YEAR -----	REDEMPTION PRICE -----
2004.....	106.0%
2005.....	104.5%
2006.....	103.0%
2007.....	101.5%
2008 and thereafter.....	100.0%

Prior to August 1, 2002, the Issuers also may (but shall not have the obligation to), on one or more occasions, redeem up to a maximum of 35% of the original aggregate principal amount of the exchange notes with the Net Cash Proceeds of one or more Public Equity Offerings by SCG Holding, at a redemption price equal to 112% of the principal amount thereof, plus accrued and unpaid interest and liquidated damages thereon, if any, to the applicable redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date. However, after giving effect to any such redemption:

- (1) at least 65% of the aggregate principal amount of the notes and the exchange notes, taken together, must remain outstanding; and
- (2) any such redemption by the Issuers must be made within 90 days of the date of the closing of the applicable Public Equity Offering and in accordance with procedures set forth in the Indenture.

SELECTION AND NOTICE OF REDEMPTION

If we redeem less than all of the exchange notes outstanding at any time, the Trustee will select the exchange notes to be redeemed on a pro rata basis, by lot or by such other method as the Trustee in its sole discretion shall deem to be fair and appropriate, although no exchange note of \$1,000 in original principal amount or less will be redeemed in part. We will mail notices of

redemption by first class mail at least 30 but not more than 60 days before the applicable redemption date to each Holder of the exchange notes to be redeemed at such Holder's registered address.

If we redeem any exchange note in part only, the notice of redemption relating to such exchange note shall state the portion of the principal amount thereof to be redeemed. A new exchange note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original exchange note. On and after the redemption date, interest will cease to accrue on exchange notes or portions thereof called for redemption so long as we have deposited with the Paying Agent funds sufficient to pay the principal of such exchange notes or portions thereof, plus accrued and unpaid interest and liquidated damages thereon, if any, to the applicable redemption date.

RANKING

The exchange notes will be unsecured obligations of each of the Issuers. They will be subordinated in right of payment to all existing and future Senior Indebtedness of each of the Issuers, will rank PARI PASSU in right of payment with all existing and future Senior Subordinated Indebtedness of each of the Issuers and will be senior in right of payment to all existing and future Subordinated Obligations of each of the Issuers. The exchange notes will also be effectively subordinated to any Secured Indebtedness of SCG Holding, Semiconductor Components and the other Subsidiaries of SCG Holding to the extent of the value of the assets securing such Indebtedness. However, payment from the money or the proceeds of U.S. Government Obligations held in any defeasance trust described below under the caption "--Defeasance" will not be subordinated to any Senior Indebtedness or subject to the restrictions described herein.

SCG Holding currently conducts all, and Semiconductor Components currently conducts of their operations through their Subsidiaries. The Note Guarantees will be unsecured obligations of the applicable Note Guarantor, will be subordinated in right of payment to all existing and future Senior Indebtedness of such Note Guarantor, will rank PARI PASSU in right of payment with all existing and future Senior Subordinated Indebtedness of such Note Guarantor will be senior in right of payment to all existing and future Subordinated Obligations of such Note Guarantor. The Note Guarantees will also be effectively subordinated to any Secured Indebtedness of the applicable Note Guarantor to the extent of the value of the assets securing such Secured Indebtedness.

SCG Holding's existing and future Foreign Subsidiaries are not currently required to Guarantee the exchange notes. However, any existing or future Foreign Subsidiary that Guarantees other Indebtedness of SCG Holding or any of its Domestic Subsidiaries will be required to Guarantee the exchange notes if the aggregate principal amount of Indebtedness of SCG Holding and its Domestic Subsidiaries Guaranteed by all Foreign Subsidiaries exceeds \$25 million. Creditors of such Foreign Subsidiaries, including trade creditors, and preferred stockholders (if any) of such Foreign Subsidiaries generally will have priority with respect to the assets and earnings of such Foreign Subsidiaries over the claims of our creditors, including Holders. The exchange notes, therefore, will be effectively subordinated to creditors, including trade creditors, and preferred stockholders (if any) of SCG Holding's Foreign Subsidiaries.

As of October 2, 1999, we had outstanding the following:

- (1) \$800.5 million of Senior Indebtedness of each of SCG Holding and Semiconductor Components, all of which is Secured Indebtedness, excluding unused commitments under the Credit Agreement;
- (2) no Senior Subordinated Indebtedness of either SCG Holding or Semiconductor Components other than the initial notes;

- (3) no Indebtedness of SCG Holding and Semiconductor Components, other than \$91 million under the Junior Subordinated Note, that is subordinated or junior in right of payment to the exchange notes;
- (4) no Senior Indebtedness of the Note Guarantors, excluding intercompany debt and Guarantees of Indebtedness under the Credit Agreement;
- (5) no Senior Subordinated Indebtedness of the Note Guarantors, other than the Note Guarantees and the Guarantees of the initial notes; and
- (6) no Indebtedness of the Note Guarantors that is subordinated or junior in right of payment to the Note Guarantees.

Although the amount of additional Indebtedness we can Incur is limited, we may be able to Incur substantial amounts of additional Indebtedness. Such Indebtedness may be Senior Indebtedness. See "--Indenture Covenants--Limitation on Indebtedness" below.

"Senior Indebtedness" of SCG Holding, Semiconductor Components or any Note Guarantor, as applicable, 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 SCG Holding, Semiconductor Components 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 SCG Holding, Semiconductor Components or any Note Guarantor, 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 exchange notes and the initial notes or such Note Guarantor's Note Guarantee or Guarantee of the initial notes.

Senior Indebtedness shall not include:

- (1) any obligation of SCG Holding or Semiconductor Components to any Subsidiary of SCG Holding or any obligation of such Note Guarantor to SCG Holding, Semiconductor Components or any other Subsidiary of SCG Holding;
- (2) any liability for Federal, state, local or other taxes owed or owing by SCG Holding, Semiconductor Components or such Note Guarantor;
- (3) any accounts payable or other liability to trade creditors arising in the ordinary course of business, including Guarantees thereof or instruments evidencing such liabilities;
- (4) any Indebtedness or obligation of SCG Holding, Semiconductor Components or such Note Guarantor, 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 SCG Holding, Semiconductor Components or such Note Guarantor, including any Senior Subordinated Indebtedness and any Subordinated Obligations;
- (5) any obligations with respect to any Capital Stock; or
- (6) any Indebtedness Incurred in violation of the Indenture.

Only Indebtedness of SCG Holding or Semiconductor Components that is Senior Indebtedness will rank senior in right of payment to the exchange notes. The exchange notes will rank PARI PASSU in right of payment with all other Senior Subordinated Indebtedness of SCG Holding or of Semiconductor Components. The Issuers will not Incur, directly or indirectly, any Indebtedness that is subordinated or junior in right of payment to Senior Indebtedness unless such Indebtedness is Senior Subordinated Indebtedness or is expressly subordinated in right of payment to Senior Subordinated

Indebtedness. Unsecured Indebtedness is not deemed to be subordinated or junior in right of payment to Secured Indebtedness merely because it is unsecured.

We may not pay principal of, premium (if any) or interest on, the exchange notes, make any deposit pursuant to the provisions described under "--Defeasance" below, or otherwise repurchase, redeem or otherwise retire any exchange notes (collectively, "pay the exchange notes") if:

- (1) any Designated Senior Indebtedness is not paid when due, or
- (2) any other default on Designated Senior Indebtedness occurs and the maturity of such Designated Senior Indebtedness is accelerated in accordance with its terms

unless, in either case,

- (x) the default has been cured or waived and any such acceleration has been rescinded, or
- (y) such Designated Senior Indebtedness has been paid in full;

However, we may pay the exchange notes without regard to the foregoing if we and the Trustee receive written notice approving such payment from the Representative of the Designated Senior Indebtedness with respect to which either of the events set forth in clause (1) or (2) above has occurred and is continuing.

During the continuance of any default, other than a default described in clause (1) or (2) above, with respect to any Designated Senior Indebtedness of either Issuer 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, we may not pay the exchange notes for a period (a "Payment Blockage Period") commencing upon the receipt by the Trustee of written notice (a "Blockage Notice") of such default from the Representative of such Designated Senior Indebtedness. Such Blockage Notice shall specify an election to effect a Payment Blockage Period and ending 179 days thereafter (or earlier if such Payment Blockage Period is terminated):

- (1) by written notice to the Trustee and the Issuers from the Person or Persons who gave such Blockage Notice,
- (2) by repayment in full of such Designated Senior Indebtedness, or
- (3) because no default with respect to any Designated Senior Indebtedness is continuing).

Notwithstanding the provisions contained in the second preceding sentence but subject to the provisions contained in the second preceding sentence, the Issuers may resume payments on the exchange notes after the end of such Payment Blockage Period, unless the holders of such Designated Senior Indebtedness or the Representative of such holders 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. However, 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. In no event, however, 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 paragraph, 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.

Upon any payment or distribution of the assets of SCG Holding or Semiconductor Components to their respective creditors upon a total or partial liquidation or a total or partial dissolution of SCG Holding or Semiconductor Components or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to SCG Holding or its property or Semiconductor Components or its property:

- (1) the holders of Senior Indebtedness of SCG Holding or Semiconductor Components, as applicable, will be entitled to receive payment in full of such Senior Indebtedness before the Holders are entitled to receive any payment of principal of or interest on the exchange notes; and
- (2) until such Senior Indebtedness is paid in full, any payment or distribution to which Holders would be entitled but for the subordination provisions of the Indenture will be made to holders of such Senior Indebtedness as their interests may appear, except that Holders may receive shares of stock and any debt securities that are subordinated to such Senior Indebtedness to at least the same extent as the exchange notes. If a distribution is made to Holders that due to the subordination provisions of the Indenture should not have been made to them, such Holders will be required to hold it in trust for the holders of Senior Indebtedness of SCG Holding or Semiconductor Components, as applicable, and pay it over to them as their interests may appear.

If payment of the exchange notes is accelerated because of an Event of Default, the Issuers or the Trustee shall promptly notify the holders of each Issuer's Designated Senior Indebtedness or their Representative of the acceleration. Before acceleration of payment, the Trustee must receive written notice from the Issuers 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. If any such Designated Senior Indebtedness is outstanding, the Issuers 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 exchange notes only if the subordination provisions of the Indenture otherwise permit payment at that time.

By reason of the subordination provisions of the Indenture, in the event of insolvency, creditors of the Issuers who are holders of Senior Indebtedness may recover more, ratably, than the Holders, and creditors of the Issuers who are not holders of Senior Indebtedness or of Senior Subordinated Indebtedness (including the exchange notes) may recover less, ratably, than holders of Senior Indebtedness and may recover more, ratably, than the holders of Senior Subordinated Indebtedness.

NOTE GUARANTEES

SCG (Malaysia SMP) Holding Corporation, SCG (Czech) Holding Corporation, SCG (China) Holding Corporation, Semiconductor Components Industries Puerto Rico, Inc. and SCG International Development LLC, as primary obligors and not merely as sureties, will jointly and severally irrevocably and unconditionally Guarantee on an unsecured senior subordinated basis full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all obligations of the Issuers under the Indenture, including obligations to the Trustee, and the exchange notes, whether for payment of principal of or interest on in respect of the exchange notes, expenses, indemnification or otherwise (all such obligations Guaranteed by such Note Guarantors being herein called the "Guaranteed Obligations"). Such Note Guarantors have agreed to pay, in addition to the amount stated above, any and all reasonable costs and expenses, including reasonable counsel fees and expenses, incurred by the Trustee or the Holders in enforcing any rights under the Note Guarantees. Each Note Guarantee will be limited in amount to an amount not to exceed the maximum amount that can be Guaranteed by the applicable Note Guarantor without rendering the Note Guarantee, 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. If a Note Guarantee were to be rendered voidable, it could be subordinated by a court to all other Indebtedness, including guarantees and contingent liabilities, of the applicable Note Guarantor, and, depending on the amount of such indebtedness, a Note Guarantor's liability in respect of its Note Guarantee could be reduced to zero. After the Closing Date, SCG Holding will cause (1) each Domestic Subsidiary and (2) each Foreign Subsidiary that enters into or has outstanding a Guarantee of any other Indebtedness of SCG Holding or any Domestic Subsidiary, if the aggregate principal amount of Indebtedness of SCG Holding and its Domestic Subsidiaries Guaranteed by all Foreign Subsidiaries exceeds \$25 million, to execute and deliver to the Trustee a supplemental indenture pursuant to which such Subsidiary will Guarantee payment of the exchange notes. See "--Indenture Covenants--Future Note Guarantors" below.

Each Note Guarantor that makes a payment under its Note Guarantee will be entitled to a contribution from each other Note Guarantor in an amount equal to such other Note Guarantor's pro rata portion of such payment based on the respective net assets of all Note Guarantors at the time of such payment, as determined in accordance with GAAP.

The obligations of a Note Guarantor under its Note Guarantee are senior subordinated obligations. As such, the rights of Holders to receive payment by a Note Guarantor pursuant to its Note Guarantee will be subordinated in right of payment to the rights of holders of Senior Indebtedness of such Note Guarantor. The terms of the subordination provisions described above with respect to the Issuers' obligations under the exchange notes apply equally to a Note Guarantor and the obligations of such Note Guarantor under its Note Guarantee.

Each Note Guarantee is a continuing Guarantee and shall

(1) remain in full force and effect until payment in full of all the Guaranteed Obligations or until released as described in the following paragraph,

(2) be binding upon each Note Guarantor and its successors and

(3) inure to the benefit of, and be enforceable by, the Trustee, the Holders and their successors, transferees and assigns. Each Note Guarantee will be a guarantee of payment and not of collection.

A Note Guarantee as to any Note Guarantor shall terminate and be of no further force or effect and such Note Guarantor will be deemed to be released from all obligations under its Note Guarantee upon any of the following:

(1) the merger or consolidation of such Note Guarantor with or into any Person other than SCG Holding or a Subsidiary or Affiliate of SCG Holding where such Note Guarantor is not the surviving entity of such consolidation or merger;

(2) the sale or transfer by SCG Holding or any Subsidiary of SCG Holding 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 or transfer, such Note Guarantor is no longer a Subsidiary of SCG Holding, or

(3) the sale, conveyance or transfer of all or substantially all the assets of such Note Guarantor to another Person other than SCG Holding or a Subsidiary or Affiliate of SCG Holding; PROVIDED, HOWEVER, that each such merger, consolidation, sale, conveyance or transfer by SCG Holding or such Subsidiary shall comply with the covenants described under "--Merger and Consolidation" and "--Indenture Covenants--Limitation on Sales of Assets and Subsidiary Stock." At the request of SCG Holding, the Trustee shall execute and deliver an appropriate instrument evidencing such release (in the form provided by SCG Holding). 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.

CHANGE OF CONTROL

Upon the occurrence of any of the following events (each a "Change of Control"), each Holder will have the right to require the Issuers to repurchase all or any part (equal to \$1,000 or an integral multiple thereof) of such Holder's exchange notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest and liquidated damages thereon, if any, to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date); PROVIDED, HOWEVER, that notwithstanding the occurrence of a Change of Control, the Issuers are not obligated to repurchase the exchange notes pursuant to this section in the event that they have exercised their right to redeem all the exchange notes and initial notes as described under "--Optional Redemption":

- (1) (A) any "person" (as such term is used in Section 13(d)(3) of the Exchange Act), other than one or more Permitted Holders, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 40% of the total voting power of the Voting Stock of SCG Holding or Semiconductor Components, whether as a result of issuance of securities of SCG Holding or Semiconductor Components, any merger, consolidation, liquidation or dissolution of SCG Holding or Semiconductor Components, any direct or indirect transfer of securities by any Permitted Holder or otherwise, and

(B) the Permitted Holders "beneficially own" (as defined in clause (A) above), directly or indirectly, in the aggregate a lesser percentage of the total voting power of the Voting Stock of SCG Holding or Semiconductor Components, than such other person and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the board of directors of SCG Holding or Semiconductor Components, as applicable;
- (2) during any period of two consecutive years, individuals who at the beginning of such period constituted the board of directors of SCG Holding or the similar governing body of Semiconductor Components, as the case may be (together with any new directors or members of such governing body, as the case may be, whose election by such board of directors of SCG Holding or governing body of Semiconductor Components, as the case may be, or whose nomination for election by the shareholders of SCG Holding or the members of Semiconductor Components, as the case may be, was approved by a vote of a majority of the directors of SCG Holding or a majority of the members of the governing body of Semiconductor Components, as the case may be, then still in office who were either directors or members of such governing body, as the case may be, at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the board of directors of SCG Holding or a majority of the members of the governing body of Semiconductor Components, as applicable, then in office;
- (3) the adoption of a plan relating to the liquidation or dissolution of SCG Holding or Semiconductor Components (other than a plan with respect to Semiconductor Components adopted solely for the purpose of reorganizing Semiconductor Components as a corporation); or
- (4) the merger or consolidation of SCG Holding or Semiconductor Components with or into another Person or the merger of another Person with or into SCG Holding or Semiconductor Components, or the sale of all or substantially all the assets of SCG Holding or Semiconductor Components to another Person (other than a Person that is controlled by the Permitted Holders), and, in the case of any such merger or consolidation, the securities of

SCG Holding or Semiconductor Components that are outstanding immediately prior to such transaction and which represent 100% of the aggregate voting power of the Voting Stock of SCG Holding or Semiconductor Components are changed into or exchanged for cash, securities or property, unless pursuant to such transaction such securities are changed into or exchanged for, in addition to any other consideration, securities of the surviving Person or transferee or a Person controlling such surviving Person or transferee that represent immediately after such transaction, at least a majority of the aggregate voting power of the Voting Stock of the surviving Person or transferee or a Person controlling such surviving Person or transferee.

In the event that at the time of such Change of Control the terms of the Bank Indebtedness restrict or prohibit the repurchase of exchange notes pursuant to this covenant, then prior to the mailing of the notice to Holders provided for in the immediately following paragraph but in any event within 30 days following any Change of Control, Semiconductor Components shall:

- (1) repay in full all Bank Indebtedness or offer to repay in full all Bank Indebtedness and repay the Bank Indebtedness of each lender who has accepted such offer, or
- (2) obtain the requisite consent under the agreements governing the Bank Indebtedness to permit the repurchase of the exchange notes as provided for in the immediately following paragraph.

Within 30 days following any Change of Control, the Issuers shall mail a notice to each Holder with a copy to the Trustee (the "Change of Control Offer") stating:

- (1) that a Change of Control has occurred and that such Holder has the right to require the Issuers to purchase all or a portion (equal to \$1,000 or an integral multiple thereof) of such Holder's exchange notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest and liquidated damages, if any, to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest on the relevant interest payment date);
- (2) the circumstances and relevant facts and financial information regarding such Change of Control;
- (3) the repurchase date (which shall be no earlier than 30 days (or such shorter time period as may be permitted under applicable laws, rules and regulations) nor later than 60 days from the date such notice is mailed); and
- (4) the instructions determined by the Issuers, consistent with this covenant, that a Holder must follow in order to have its exchange notes purchased.

The Issuers are not required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuers and purchases all exchange notes validly tendered and not withdrawn under such Change of Control Offer.

The Issuers will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of exchange notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture relating to Change of Control Offers, the Issuers will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

The Change of Control purchase feature is a result of negotiations between the Issuers and the Initial Purchasers. The Issuers have no present intention to engage in a transaction involving a Change of Control, although it is possible that they would decide to do so in the future. Subject to the limitations discussed below, the Issuers could, in the future, enter into transactions, including

acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect the Issuers' capital structures or credit ratings. Restrictions on the ability of the Issuers to incur additional Indebtedness are contained in the covenants described under "--Indenture Covenants--Limitation on Indebtedness." Such restrictions can only be waived with the consent of the Holders of a majority in principal amount of the exchange notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture does not contain any covenants or provisions that may afford Holders protection in the event of a highly leveraged transaction.

The occurrence of specified events which would constitute a Change of Control would constitute a default under the Credit Agreement. Future Senior Indebtedness of SCG Holding may contain similar restrictions, provisions or prohibitions of events which would constitute a Change of Control or require such Senior Indebtedness to be repurchased upon a Change of Control. Moreover, the exercise by the Holders of their right to require the Issuers to repurchase the exchange notes could cause a default under such Senior Indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on SCG Holding. Finally, the Issuers' ability to pay cash to the Holders upon a repurchase may be limited by the Issuers' then existing financial resources. There can be no assurance that the Issuers will have sufficient assets to satisfy their repurchase obligation under the exchange notes. The provisions under the Indenture relating to the Issuers' obligation to make an offer to repurchase the exchange notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of the exchange notes and the initial notes taken together.

The definition of Change of Control includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the assets of SCG Holding or Semiconductor Components. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder to require the Issuers to repurchase such exchange notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of SCG Holding or Semiconductor Components taken as a whole to another Person or group may be uncertain.

INDENTURE COVENANTS

The Indenture contains covenants including, among others, the following:

LIMITATION ON INDEBTEDNESS. (a) SCG Holding will not, and will not permit any Restricted Subsidiary to, incur, directly or indirectly, any Indebtedness; PROVIDED, HOWEVER, that SCG Holding, Semiconductor Components or any Note Guarantor may incur Indebtedness if on the date of such incurrence and after giving effect thereto the Consolidated Coverage Ratio would be greater than 2.25:1.

(b) Notwithstanding the foregoing paragraph (a), SCG Holding and, to the extent specified, its Restricted Subsidiaries may incur the following Indebtedness:

(1) Bank Indebtedness of SCG Holding, Semiconductor Components or any Note Guarantor and any Receivables Facility in an aggregate principal amount not to exceed \$1.025 billion less the aggregate amount of all prepayments of principal applied to permanently reduce any such Indebtedness;

(2) Indebtedness in respect of a Receivables Facility in an aggregate principal amount not to exceed the lesser of (A) the amount of all prepayments of principal applied to permanently reduce Indebtedness under clause (1) of this paragraph (b) and (B) \$100 million;

(3) Indebtedness of SCG Holding owed to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owed to and held by SCG Holding or any other

Restricted Subsidiary; PROVIDED, HOWEVER, that (A) any subsequent issuance or transfer of any Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to SCG Holding or another Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the issuer thereof, (B) if SCG Holding or Semiconductor Components is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the exchange notes and the initial notes and (C) if a Note Guarantor is the obligor, such Indebtedness is subordinated in right of payment to the Note Guarantee and the Guarantee of the initial notes of such Note Guarantor;

(4) Indebtedness represented by the Junior Subordinated Note, the exchange notes, the initial notes, the Note Guarantees, the Guarantees of the initial notes, and any replacement notes issued pursuant to the Indenture;

(5) Indebtedness outstanding on the Closing Date (other than the Indebtedness described in clause (2), (3) or (4) of this paragraph (b));

(6) Indebtedness consisting of Refinancing Indebtedness Incurred in respect of any Indebtedness described in the foregoing paragraph (a) and in clauses (4), (5), (6), (7), (10) and (13) of this paragraph (b);

(7) Indebtedness consisting of Guarantees of (A) any Indebtedness permitted under paragraph (a), so long as the Person providing the Guarantee is a Note Guarantor or (B) any Indebtedness permitted under this paragraph (b);

(8) Indebtedness of SCG Holding or any of its Restricted Subsidiaries in respect of worker's compensation claims, self-insurance obligations, performance bonds, bankers' acceptances, letters of credit, surety, appeal or similar bonds and completion guarantees provided by SCG Holding and the Restricted Subsidiaries in the ordinary course of their business; PROVIDED, HOWEVER, that upon the drawing of letters of credit for reimbursement obligations, including with respect to workers' compensation claims, or the Incurrence of other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims, such obligations are reimbursed within 30 days following such drawing or Incurrence;

(9) Indebtedness under Interest Rate Agreements and Currency Agreements entered into for bona fide hedging purposes of SCG Holding in the ordinary course of business;

(10) Purchase Money Indebtedness, mortgage financings and Capitalized Lease Obligations, in each case Incurred by SCG Holding, Semiconductor Components or any Restricted Subsidiary for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment used in a Permitted Business, and in an aggregate principal amount not in excess of \$25 million at any one time outstanding.

(11) Indebtedness of SCG Holding or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; PROVIDED, HOWEVER, that such Indebtedness is extinguished within five business days of Incurrence;

(12) Indebtedness arising from agreements of SCG Holding or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the disposition of any business, assets or Capital Stock of SCG Holding or any Restricted Subsidiary; PROVIDED that (A) the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by SCG Holding and its Subsidiaries in connection with such disposition and (B) such Indebtedness is not reflected in the balance sheet of SCG Holding or any Restricted Subsidiary

(contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet will not be deemed to be reflected on such balance sheet for purposes of this clause (B));

(13) Indebtedness of SCG Holding or any of its Restricted Subsidiaries that is Acquired Debt in an aggregate principal amount at any time outstanding not to exceed \$25 million; or

(14) Indebtedness (other than Indebtedness permitted to be Incurred pursuant to the foregoing paragraph (a) or any other clause of this paragraph (b)) of SCG Holding or any Restricted Subsidiary in an aggregate principal amount (or accreted value, as applicable) on the date of Incurrence that, when added to all other Indebtedness Incurred pursuant to this clause (14) and then outstanding, shall not exceed \$50 million, of which up to \$25 million may be Incurred by Restricted Subsidiaries that are not Note Guarantors.

(c) Notwithstanding the foregoing, neither SCG Holding nor Semiconductor Components may Incur any Indebtedness pursuant to paragraph (b) above if the proceeds thereof are used, directly or indirectly, to repay, prepay, redeem, defease, retire, refund or refinance any Subordinated Obligations of such Person in reliance on clause (2) of paragraph (b) of the covenant described under "--Limitation on Restricted Payments" unless such Indebtedness will be subordinated to the exchange notes and the initial notes to at least the same extent as such Subordinated Obligations. Neither SCG Holding nor Semiconductor Components may 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, neither SCG Holding nor Semiconductor Components may Incur any Secured Indebtedness that is not Senior Indebtedness unless contemporaneously therewith effective provision is made to secure the exchange notes and the initial notes equally and ratably with (or on a senior basis to, in the case of Indebtedness subordinated in right of payment to the exchange notes and the initial notes) such Secured Indebtedness for so long as such Secured Indebtedness is secured by a Lien. A Note Guarantor may not Incur any Indebtedness if such Indebtedness is by its terms expressly subordinated or junior in right of payment ranking in any respect 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 and the Guarantee of the initial notes 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.

(d) Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that SCG Holding or any Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rates of currencies. For purposes of determining compliance with this covenant:

(1) Indebtedness Incurred pursuant to the Credit Agreement prior to or on the Closing Date shall be treated as Incurred pursuant to clause (1) of paragraph (b) above,

(2) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness,

(3) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this covenant, SCG Holding, in its sole discretion, shall classify such

Indebtedness and only be required to include the amount of such Indebtedness in one of such clauses, and

(4) the aggregate amount of any Indebtedness Guaranteed pursuant to clause (7) of paragraph (b) will be included in the calculation of Indebtedness but the corresponding amount of the Guarantee will not be so included.

(e) Accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness will not be deemed to be an Incurrence of Indebtedness for purposes of this covenant.

(f) For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term debt, or first committed, in the case of revolving credit debt; PROVIDED, that (1) the U.S. dollar-equivalent principal amount of any such Indebtedness outstanding or committed on the Closing Date shall be calculated based on the relevant currency exchange rate in effect on August 1, 1999, and (2) if such Indebtedness is Incurred to Refinance other Indebtedness denominated in a foreign currency, and such Refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such Refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being Refinanced. The principal amount of any Indebtedness Incurred to Refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being Refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such Refinancing.

(g) SCG Holding will not, and will not permit Semiconductor Components to, make any amendment to the Junior Subordinated Note which (1) makes the Junior Subordinated Note subordinated in right of payment to the exchange notes and the initial notes to a lesser extent than on the Closing Date or (2) results or could result in any cash payment of principal, premium or interest in respect of the Junior Subordinated Note becoming due at any time prior to the date such payment would have been required in accordance with the terms of the Junior Subordinated Note as in effect on the Closing Date.

LIMITATION ON RESTRICTED PAYMENTS. (a) SCG Holding will not, and will not permit any Restricted Subsidiary, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution on or in respect of SCG Holding's or any Restricted Subsidiary's Capital Stock (including any payment in connection with any merger or consolidation involving SCG Holding) or similar payment to the direct or indirect holders of its Capital Stock except dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock) and except dividends or distributions payable to SCG Holding or another Restricted Subsidiary (and, if such Restricted Subsidiary has shareholders other than SCG Holding or other Restricted Subsidiaries, to its other shareholders on a pro rata basis),

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of SCG Holding or any Restricted Subsidiary held by Persons other than SCG Holding or another Restricted Subsidiary, other than the making of a Permitted Investment,

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment any Subordinated Obligations (other than the purchase, repurchase or other acquisition of Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of acquisition),

(4) make any Investment (other than a Permitted Investment) in any Person, or

(5) make or pay any interest or other distribution on the Junior Subordinated Note except interest or other distributions payable solely in Capital Stock (other than Disqualified Stock) or additional Junior Subordinated Notes,

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Investment described in and not excluded from clauses (1) through (5) being herein referred to as a "Restricted Payment"),

if at the time SCG Holding or such Restricted Subsidiary makes such Restricted Payment:

(A) a Default will have occurred and be continuing (or would result therefrom);

(B) SCG Holding could not Incur at least \$1.00 of additional Indebtedness under paragraph (a) of the covenant described under "--Limitation on Indebtedness"; or

(C) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to 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) declared or made subsequent to the Closing Date would exceed the sum of (without duplication):

(i) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter immediately following the fiscal quarter during which the Closing Date occurs to the end of the most recent fiscal quarter for which internal financial statements are available ending prior to the date of such Restricted Payment (or, in case such Consolidated Net Income will be a deficit, minus 100% of such deficit);

(ii) the aggregate Qualified Proceeds received by SCG Holding from the issue or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Closing Date (other than an issuance or sale to (x) a Subsidiary of SCG Holding or (y) an employee stock ownership plan or other trust established by SCG Holding or any of its Subsidiaries for the benefit of its employees to the extent that the purchase by such plan or trust is financed by Indebtedness of such plan or trust owed to SCG Holding or any of its Subsidiaries or Indebtedness Guaranteed by SCG Holding or any of its Subsidiaries);

(iii) 100% of the aggregate Qualified Proceeds received by SCG Holding from the issuance or sale of debt securities of SCG Holding or Disqualified Stock of SCG Holding that after the Closing Date have been converted into or exchanged for Capital Stock (other than Disqualified Stock) of SCG Holding (other than an issuance or sale to a Subsidiary of SCG Holding or an employee stock ownership plan or other trust established by SCG Holding or any of its Subsidiaries for the benefit of its employees to the extent that the purchase by such plan or trust is financed by Indebtedness of such plan or trust owed to SCG Holding or any of its Subsidiaries or Indebtedness Guaranteed by SCG Holding or any of its Subsidiaries (less the amount of any cash or the Fair Market Value of any property distributed by SCG Holding or any Restricted Subsidiary upon such conversion or exchange); PROVIDED, HOWEVER, that no amount will be included in this clause (iii) to the extent it is already included in Consolidated Net Income;

(iv) in the case of any Investment by SCG Holding or any Restricted Subsidiary (other than any Permitted Investment) made after the Closing Date, the disposition of such Investment by, or repayment of such Investment to, SCG Holding or a Restricted Subsidiary or the receipt by SCG Holding or any Restricted Subsidiary of any dividends or distributions from such Investment, an aggregate amount equal to the lesser

of (x) the aggregate amount of such Investment treated as a Restricted Payment pursuant to clause (4) above and (y) the aggregate amount in cash received by SCG Holding or any Restricted Subsidiary upon such disposition, repayment, dividend or distribution; PROVIDED, HOWEVER, that no amount will be included in this clause (iv) to the extent it is already included in Consolidated Net Income;

(v) in the event SCG Holding or any Restricted Subsidiary makes any Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, an amount equal to SCG Holding's or any Restricted Subsidiary's existing Investment in such Person that was previously treated as a Restricted Payment pursuant to clause (4) above; PROVIDED, HOWEVER, that such Person is engaged in a Permitted Business; and

(vi) the amount equal to the sum of (x) the net reduction in Investments in Unrestricted Subsidiaries resulting from payments of dividends, repayments of the principal of loans or advances or other transfers of assets to SCG Holding or any Restricted Subsidiary from Unrestricted Subsidiaries and (y) the portion (proportionate to SCG Holding's equity interest in such Subsidiary) of the Fair Market Value of the net assets of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is redesignated a Restricted Subsidiary; PROVIDED, HOWEVER, that the foregoing sum shall not exceed, in the case of any Unrestricted Subsidiary, the amount of Investments previously made by SCG Holding or any Restricted Subsidiary in such Unrestricted Subsidiary and treated as a Restricted Payment pursuant to clause (4) above.

(b) The provisions of the foregoing paragraph (a) will not prohibit:

(1) any purchase, repurchase, redemption or other acquisition or retirement for value of Capital Stock of SCG Holding or any Restricted Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale of, other Capital Stock of SCG Holding (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of SCG Holding or an employee stock ownership plan or other trust established by SCG Holding or any of its Subsidiaries for the benefit of its employees to the extent that the purchase by such plan or trust is financed by Indebtedness of such plan or trust owed to SCG Holding or any of its Subsidiaries or Indebtedness Guaranteed by SCG Holding or any of its Subsidiaries); PROVIDED, HOWEVER, that:

(A) such Restricted Payment will be excluded from the calculation of the amount of Restricted Payments, and

(B) the Net Cash Proceeds from such sale applied in the manner set forth in this clause (1) will be excluded from the calculation of amounts under clause (C)(ii) of paragraph (a) above;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Obligations of SCG Holding or any Restricted Subsidiary, other than the Junior Subordinated Note, made by exchange for, or out of the proceeds of the substantially concurrent sale of, Indebtedness that is permitted to be Incurred pursuant to paragraph (b) of the covenant described under "--Limitation on Indebtedness"; PROVIDED, HOWEVER, that such purchase, repurchase, redemption, defeasance or other acquisition or retirement for value will be excluded from the calculation of the amount of Restricted Payments;

(3) the repurchase, redemption or other acquisition or retirement for value of Disqualified Stock of SCG Holding or any Restricted Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale of, Disqualified Stock of SCG Holding or any Restricted Subsidiary that is permitted to be Incurred pursuant to the covenant described under "--Limitation on Indebtedness"; PROVIDED, HOWEVER, that such repurchase, redemption or other

acquisition or retirement for value will be excluded from the calculation of the amount of Restricted Payments;

(4) any purchase or redemption of Subordinated Obligations from Net Available Cash to the extent permitted by the covenant described under "--Limitation on Sales of Assets and Subsidiary Stock"; PROVIDED, HOWEVER, that such purchase or redemption will be excluded from the calculation of the amount of Restricted Payments;

(5) upon the occurrence of a Change of Control and within 60 days after the completion of the offer to repurchase the exchange notes pursuant to the covenant described under "Change of Control" above (including the purchase of the exchange notes tendered), any purchase or redemption of Subordinated Obligations required pursuant to the terms thereof as a result of such Change of Control at a purchase or redemption price not to exceed the outstanding principal amount thereof, plus any accrued and unpaid interest; PROVIDED, HOWEVER, that (A) at the time of such purchase, no Default or Event of Default shall have occurred and be continuing (or would result therefrom), (B) SCG Holding would be able to Incur at least \$1.00 of additional Indebtedness under paragraph (a) of the covenant described under "--Limitation on Indebtedness" above after giving pro forma effect to such Restricted Payment and (C) such purchase or redemption will be included in the calculation of the amount of Restricted Payments;

(6) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividend would have complied with this covenant; PROVIDED, HOWEVER, that such dividend will be included in the calculation of the amount of Restricted Payments (without duplication for declaration);

(7) the repurchase, redemption or other acquisition or retirement for value of Capital Stock of SCG Holding or any of its Subsidiaries from employees, former employees, directors or former directors of SCG Holding or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; PROVIDED, HOWEVER, that the aggregate amount of such repurchases shall not exceed \$2 million in any calendar year; PROVIDED FURTHER, HOWEVER, that such repurchases, redemptions and other acquisitions or retirements for value will be excluded from the calculation of the amount of Restricted Payments;

(8) the declaration and payment of any dividend (or the making of any similar distribution or redemption) to the holders of any class or series of Disqualified Stock of SCG Holding, or Semiconductor Components or a Note Guarantor issued or Incurred after the Closing Date in accordance with the covenant described under "--Limitation on Indebtedness"; PROVIDED that no Default or Event of Default shall have occurred and be continuing immediately after making such declaration or payment; and PROVIDED, FURTHER, that such payment will be excluded from the calculation of the amount of Restricted Payments; and PROVIDED FURTHER that under no circumstances shall this clause (8) allow the payment of any dividend (or the making of any similar distribution or redemption) to the holders of any SCG Holding Preferred Stock;

(9) cash payments in lieu of fractional shares issuable as dividends on Preferred Stock of SCG Holding or any of its Restricted Subsidiaries; PROVIDED that such cash payments shall not exceed \$20,000 in the aggregate in any twelve-month period and no Default or Event of Default shall have occurred and be continuing immediately after such cash payments; and PROVIDED, FURTHER, that such cash payments will be excluded from the calculation of the amount of Restricted Payments;

(10) specified payments made in connection with our recapitalization and the related transactions; or

(11) other Restricted Payments in an aggregate amount not to exceed \$20 million.

LIMITATION ON RESTRICTIONS ON DISTRIBUTIONS FROM RESTRICTED SUBSIDIARIES. SCG Holding will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

- (1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to SCG Holding or any of its Restricted Subsidiaries;
- (2) make any loans or advances to SCG Holding or any of its Restricted Subsidiaries; or
- (3) transfer any of its property or assets to SCG Holding or any of its Restricted Subsidiaries, except:
 - (A) any encumbrance or restriction pursuant to applicable law, regulation, order or an agreement in effect at or entered into on the Closing Date;
 - (B) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Indebtedness Incurred by such Restricted Subsidiary prior to the date on which such Restricted Subsidiary was acquired by SCG Holding (other than Indebtedness Incurred as consideration in, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was otherwise acquired by SCG Holding) and outstanding on such date;
 - (C) any encumbrance or restriction pursuant to an agreement effecting a Refinancing of Indebtedness Incurred pursuant to an agreement referred to in clause (A) or (B) of this covenant or this clause (C) or contained in any amendment to an agreement referred to in clause (A) or (B) of this covenant or this clause (C); PROVIDED, HOWEVER, that the encumbrances and restrictions contained in any agreement or amendment relating to such Refinancing are no less favorable to the Holders than the encumbrances and restrictions contained in the agreements relating to the Indebtedness so Refinanced;
 - (D) any encumbrance or restriction
 - (i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or
 - (ii) that is contained in security agreements securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements;
 - (E) with respect to a Restricted Subsidiary, any restriction imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;
 - (F) contracts for the sale of assets containing customary restrictions with respect to a Subsidiary pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;
 - (G) agreements for the sale of assets containing customary restrictions with respect to such assets;

- (H) restrictions relating to the common stock of Unrestricted Subsidiaries or Persons other than Subsidiaries;
- (I) encumbrances or restrictions existing under or by reason of provisions with respect to the disposition or distribution of assets or property in joint venture agreements and other similar agreements entered into in the ordinary course of business;
- (J) encumbrances or restrictions existing under or by reason of restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business; and
- (K) any encumbrance or restriction existing under or by reason of a Receivables Facility or other contractual requirements of a Receivables Facility permitted pursuant to the covenant described under "--Limitation on Indebtedness"; PROVIDED that such restrictions apply only to such Receivables Facility.

LIMITATION ON SALES OF ASSETS AND SUBSIDIARY STOCK. (a) SCG Holding will not, and will not permit any Restricted Subsidiary to, make any Asset Disposition unless:

- (1) SCG Holding or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming sole responsibility for, any liabilities, contingent or otherwise) at the time of such Asset Disposition at least equal to the Fair Market Value of the shares and assets subject to such Asset Disposition,
- (2) at least 80% of the consideration thereof received by SCG Holding or such Restricted Subsidiary is in the form of cash, Temporary Cash Investments or other Qualified Proceeds (PROVIDED that the aggregate Fair Market Value of Qualified Proceeds (other than cash and Temporary Cash Investments) shall not exceed \$10 million since the Closing Date) and
- (3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by SCG Holding (or such Restricted Subsidiary, as the case may be)
 - (A) FIRST, (x) to the extent SCG Holding elects (or is required by the terms of any Indebtedness), to prepay, repay, redeem or purchase Senior Indebtedness of SCG Holding or Indebtedness (other than any Disqualified Stock) of a Wholly Owned Subsidiary (in each case other than Indebtedness owed to SCG Holding or an Affiliate of SCG Holding and other than Preferred Stock) or (y) to the extent SCG Holding or such Restricted Subsidiary elects, to acquire Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by SCG Holding or another Restricted Subsidiary), in each case, within one year from the later of such Asset Disposition or the receipt of such Net Available Cash; PROVIDED, HOWEVER, that pending the final application of any such Net Available Cash under clause (A), SCG Holding or such Restricted Subsidiary may temporarily reduce amounts available under revolving credit facilities or invest such Net Available Cash in Temporary Cash Investments,
 - (B) SECOND, to the extent of the balance of such Net Available Cash after application in accordance with clause (A), to make an Offer (as defined below) to purchase exchange notes pursuant to and subject to the conditions set forth in paragraph (b) of this covenant; PROVIDED, HOWEVER, that if SCG Holding elects (or is required by the terms of any other Senior Subordinated Indebtedness), such Offer

may be made ratably to purchase the exchange notes and other Senior Subordinated Indebtedness of SCG Holding, and

- (C) THIRD, to the extent of the balance of such Net Available Cash after application in accordance with clauses (A) and (B), for general corporate purposes;

PROVIDED, HOWEVER that in connection with any prepayment, repayment or purchase of Indebtedness pursuant to clause (A), (B) or (C) above, SCG Holding or such Restricted Subsidiary will retire such Indebtedness and will cause the related loan commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased.

Notwithstanding the foregoing provisions of this covenant, SCG Holding and the Restricted Subsidiaries will not be required to apply any Net Available Cash in accordance with this covenant except to the extent that the aggregate Net Available Cash from all Asset Dispositions that is not applied in accordance with this covenant exceeds \$10 million.

For the purposes of clause (2) above of this covenant only, the following are deemed to be cash:

- the assumption of any liabilities (as shown on SCG Holding's or a Restricted Subsidiary's most recent balance sheet) of SCG Holding or any such Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the exchange notes or any Note Guarantee) pursuant to a customary novation agreement that releases SCG Holding or such Restricted Subsidiary from further liability in connection with such Asset Disposition and
- any securities or other obligations received by SCG Holding or any Restricted Subsidiary from the transferee that are converted within 90 days of receipt by SCG Holding or such Restricted Subsidiary into cash.

(b) In the event of an Asset Disposition that requires the purchase of exchange notes (and other Senior Subordinated Indebtedness) pursuant to clause (a)(3)(C) of this covenant, SCG Holding will be required to purchase exchange notes (and other Senior Subordinated Indebtedness) tendered pursuant to an offer by SCG Holding to Holders for the exchange notes (and other Senior Subordinated Indebtedness) (the "Offer") at a purchase price of 100% of their principal amount (without premium) plus accrued and unpaid interest (or, in respect of such other Senior Subordinated Indebtedness, such lesser price, if any, as may be provided for pursuant to the terms thereof), to the date of purchase (subject to the right of Holders of record on the relevant date to receive interest due on the relevant interest payment date) in accordance with the procedures (including prorating in the event of oversubscription), set forth in the Indenture. If the aggregate purchase price of exchange notes (and other Senior Subordinated Indebtedness) tendered pursuant to the Offer is less than the Net Available Cash allotted to the purchase of the exchange notes (and other Senior Subordinated Indebtedness), SCG Holding will apply the remaining Net Available Cash in accordance with clause (a)(3)(C) of this covenant. SCG Holding will not be required to make an Offer for exchange notes (and other Senior Subordinated Indebtedness) pursuant to this covenant if the Net Available Cash available therefor (after application of the proceeds as provided in clauses (a)(3)(A) and (B)) is less than \$10 million for any particular Asset Disposition (which lesser amount will be carried forward for purposes of determining whether an Offer is required with respect to the Net Available Cash from any subsequent Asset Disposition).

(c) SCG Holding will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the

repurchase of exchange notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, SCG Holding will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

LIMITATION ON TRANSACTIONS WITH AFFILIATES. (a) SCG Holding will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of SCG Holding unless such transaction is on terms:

(1) that are no less favorable (other than in immaterial respects) to SCG Holding or such Restricted Subsidiary, as the case may be, than those that could be obtained at the time of such transaction in comparable arm's-length dealings with a Person who is not such an Affiliate,

(2) that, in the event such Affiliate Transaction involves an aggregate amount in excess of \$5 million,

(A) are set forth in writing, and

(B) have been approved by a majority of the members of the Board of Directors having no personal stake in such Affiliate Transaction and,

(3) that, in the event such Affiliate Transaction involves an amount in excess of \$15 million, have been determined by a nationally recognized appraisal or investment banking firm to be fair, from a financial standpoint, to SCG Holding and its Restricted Subsidiaries.

(b) The provisions of the foregoing paragraph (a) will not prohibit:

(1) any Restricted Payment permitted to be paid pursuant to the covenant described under "--Limitation on Restricted Payments,"

(2) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors,

(3) the grant of stock options or similar rights to officers, employees, consultants and directors of SCG Holding pursuant to plans approved by the Board of Directors and the payment of amounts or the issuance of securities pursuant thereto,

(4) loans or advances to employees in the ordinary course of business consistent with prudent business practice, but in any event not to exceed \$5 million in the aggregate outstanding at any one time,

(5) the payment of reasonable fees, compensation or employee benefit arrangements to and any indemnity provided for the benefit of directors, officers, consultants or employees of SCG Holding or any Restricted Subsidiary in the ordinary course of business,

(6) any transaction between SCG Holding and a Restricted Subsidiary or between Restricted Subsidiaries (the joint venture Semiconductor Miniature Products, which is discussed in "Business--Joint Ventures," being deemed a Restricted Subsidiary solely for purposes of this clause (6) so long as SCG Holding continues to own, directly or indirectly, at least 40% of its Voting Stock),

(7) payment of fees and expenses to Texas Pacific Group or its Affiliates in connection with our recapitalization and the related transactions on the terms described in this prospectus,

- (8) the payment of management, consulting and advisory fees to Texas Pacific Group or its Affiliates made pursuant to any financial advisory, financing, underwriting or placement agreement or in respect of other investment banking activities, including, without limitation, in connection with acquisitions or divestitures, in an amount not to exceed \$2 million in any calendar year and any related out-of-pocket expenses,
- (9) the agreements we entered into with Motorola and its Affiliates in connection with our recapitalization as in effect on the Closing Date and on the terms described in this prospectus or any amendment or modification thereto or replacement thereof so long as any such amendment, modification or replacement thereof is not more disadvantageous to the Holders in any material respect than the related agreement as in effect on the Closing Date,
- (10) transactions with customers, suppliers, contractors, joint venture partners or purchasers or sellers of goods or services, in each case which are in the ordinary course of business (including, without limitation, pursuant to joint venture agreements) and otherwise in compliance with the terms of the Indenture, and which are fair to SCG Holding or its Restricted Subsidiaries, as applicable, in the reasonable determination of the Board of Directors or the senior management of SCG Holding or its Restricted Subsidiaries, as applicable or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party, or
- (11) any transaction effected in connection with a Receivables Facility permitted under the covenant "--Limitations on Indebtedness."

LIMITATION ON THE SALE OR ISSUANCE OF CAPITAL STOCK OF RESTRICTED SUBSIDIARIES. SCG Holding will not sell or otherwise dispose of any shares of Capital Stock of a Restricted Subsidiary, and will not permit any Restricted Subsidiary, directly or indirectly, to issue or sell or otherwise dispose of any shares of its Capital Stock except:

- (1) to SCG Holding or another Restricted Subsidiary;
- (2) if, immediately after giving effect to such issuance, sale or other disposition, neither SCG Holding nor any of its Restricted Subsidiaries own any Capital Stock of such Restricted Subsidiary;
- (3) if, immediately after giving effect to such issuance or sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect thereto would have been permitted to be made under the covenant described under "--Limitation on Restricted Payments" if made on the date of such issuance, sale or other disposition;
- (4) directors' qualifying shares or shares required by applicable law to be held by a Person other than SCG Holding or a Restricted Subsidiary; or
- (5) in the case of a Restricted Subsidiary other than a wholly owned Restricted Subsidiary, the issuance by that Restricted Subsidiary of Capital Stock on a PRO RATA basis to SCG Holding and its Restricted Subsidiaries, on the one hand, and minority shareholders of the Restricted Subsidiary, on the other hand (or on less than a PRO RATA basis to any minority shareholder if the minority holder does not acquire its PRO RATA amount), so long as SCG Holding or another Restricted Subsidiary owns and controls at least the same percentage of the Voting Stock of, and economic interest in, such Restricted Subsidiary as prior to such issuance.

The cash proceeds of any sale of Capital Stock permitted under clauses (2) and (3) will be treated as Net Available Cash from an Asset Disposition and must be applied in accordance with the terms of the covenant described under "--Limitation on Sales of Assets and Subsidiary Stock."

COMMISSION REPORTS. SCG Holding will provide the Trustee, within 15 days after it files them with the SEC, copies of its annual report and the information, documents and other reports that are specified in Sections 13 and 15(d) of the Exchange Act. In addition, following a Public Equity Offering, SCG Holding shall furnish to the Trustee, promptly upon their becoming available, copies of the annual report to shareholders and any other information provided by SCG Holding to its public shareholders generally. SCG Holding also will comply with the other provisions of Section 314(a) of the TIA.

FUTURE NOTE GUARANTORS. SCG Holding will cause (1) each Domestic Subsidiary and (2) each Foreign Subsidiary that enters into or has outstanding a Guarantee of any other Indebtedness of SCG Holding or any Domestic Subsidiary, if the aggregate principal amount of Indebtedness of SCG Holding and its Domestic Subsidiaries Guaranteed by all Foreign Subsidiaries exceeds \$25 million, to become a Note Guarantor, and, if applicable, execute and deliver to the Trustee a supplemental indenture in the form set forth in the Indenture pursuant to which such Subsidiary will Guarantee payment of the exchange notes. Each Note Guarantee will be limited to an amount not to exceed the maximum amount that can be Guaranteed by that Note Guarantor, without rendering the Note Guarantee, 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.

LIMITATION ON LINES OF BUSINESS. SCG Holding will not, and will not permit any Restricted Subsidiary (other than a Receivables Subsidiary) to, engage in any business, other than a Permitted Business.

MERGER AND CONSOLIDATION

(a) SCG Holding and Semiconductor Components each will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a corporation or, subject to the proviso below, a partnership or limited liability company, in each case 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 SCG Holding or Semiconductor Components, as the case may be) will expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of SCG Holding or Semiconductor Components, as the case may be, under the exchange notes and the Indenture; PROVIDED, HOWEVER, that at all times, at least one Issuer must be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia;

(2) 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;

(3) immediately after giving effect to such transaction, the Successor Company would be able to incur at least \$1.00 of additional Indebtedness under paragraph (a) of the covenant described under "--Indenture Covenants--Limitation on Indebtedness"; and

(4) SCG Holding 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 the Indenture.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, SCG Holding or Semiconductor Components, as the case may be, under the Indenture.

(b) In addition, SCG Holding will 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:

(1) in the case of any Note Guarantor that 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) will 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;

(2) 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

(3) SCG Holding will 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 the Indenture;

PROVIDED, HOWEVER, that the foregoing shall not apply to any such consolidation or merger with or into, or conveyance, transfer or lease to, any Person if the resulting, surviving or transferee Person will not be a Subsidiary of SCG Holding and the other terms of the Indenture, including the covenant described under "--Indenture Covenants--Limitations on Sales of Assets and Subsidiary Stock," are complied with.

(c) Notwithstanding the foregoing:

(1) any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to SCG Holding or Semiconductor Components;

(2) SCG Holding may merge with an Affiliate incorporated or organized solely for the purpose of reincorporating or reorganizing SCG Holding in another jurisdiction to realize tax or other benefits;

(3) nothing in the indenture limits any conveyance, transfer or lease of assets between or among any of SCG Holding, Semiconductor Components and the Note Guarantors; and

(4) the foregoing clause 3 of paragraph (a) above does not prohibit (A) a merger between SCG Holding and a Person that owns all of the Capital Stock of SCG Holding created solely for the purpose of holding the Capital Stock of SCG Holding or (B) a merger between Semiconductor Components and a Person that owns all of the Capital Stock of Semiconductor Components created solely for the purpose of holding the Capital Stock of Semiconductor Components; PROVIDED, HOWEVER, that the other terms of paragraph (a) above are complied with.

DEFAULTS

Each of the following is an Event of Default:

(1) a default in any payment of interest on any exchange note or initial note or in any payment of liquidated damages with respect thereto, whether or not prohibited by the provisions described under "--Ranking" above, continued for 30 days,

(2) a default in the payment of principal of any exchange note or initial note when due and payable at its Stated Maturity, upon required redemption or repurchase, upon declaration or otherwise, whether or not such payment is prohibited by the provisions described under "--Ranking" above,

(3) the failure by SCG Holding, Semiconductor Components or any Note Guarantor to comply with its obligations under the covenant described under "--Merger and Consolidation" above,

(4) the failure by SCG Holding, Semiconductor Components or any Note Guarantor to comply for 30 days after notice with any of their obligations under the covenants described under "--Change of Control" or "--Indenture Covenants" above (in each case, other than a failure to purchase Notes),

(5) the failure by SCG Holding, Semiconductor Components or any Note Guarantor to comply for 60 days after notice with its other agreements contained in the Notes or the Indenture,

(6) the failure by SCG Holding or any Restricted Subsidiary to pay any Indebtedness within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default if the total amount of such Indebtedness unpaid or accelerated exceeds \$25 million or its foreign currency equivalent (the "cross acceleration provision") and such failure continues for 10 days after receipt of the notice specified in the Indenture,

(7) events of bankruptcy, insolvency or reorganization of SCG Holding, Semiconductor Components or any other Significant Subsidiary (the "bankruptcy provisions"),

(8) with respect to any judgment or decree for the payment of money in excess of \$25 million or its foreign currency equivalent against SCG Holding 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 SCG Holding or such Restricted Subsidiary, as applicable, to stay such proceeding within 10 days thereafter or

(B) the failure by SCG Holding 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 (the "judgment default provision");

(9) any Note Guarantee or Guarantee of any initial note 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, Guarantor of an initial note or Person acting by or on behalf of such Significant Subsidiary denies or disaffirms such Significant Subsidiary's obligations under the Indenture, any Note Guarantee or any Guarantee of any initial note and such Default continues for 10 days after receipt of the notice specified in the Indenture.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is 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.

However, a default under clauses (4), (5), (6) or (9) will not constitute an Event of Default until the Trustee notifies the Issuers or the Holders of at least 25% in principal amount of the outstanding exchange notes and initial notes taken together notify the Issuers and the Trustee of the default and the Issuers, the relevant Note Guarantor or Guarantee of any initial note, as applicable, do not cure such default within the time specified after receipt of such notice.

The Holders of a majority in aggregate principal amount of the exchange notes and initial notes taken together and then outstanding by notice to the Trustee may on behalf of the Holders of all of

the exchange notes and initial notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the exchange notes or the initial notes.

If an Event of Default (other than an Event of Default relating to events of bankruptcy, insolvency or reorganization of SCG Holding or Semiconductor Components) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the outstanding exchange notes and initial notes taken together by notice to the Issuers may declare the principal of and accrued but unpaid interest on all the exchange notes and initial notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to events of bankruptcy, insolvency or reorganization of SCG Holding or Semiconductor Components occurs, the principal of and interest on all the exchange notes and initial notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under specified circumstances, the Holders of a majority in principal amount of the outstanding exchange notes and initial notes may rescind any such acceleration with respect to the exchange notes and initial notes and its consequences.

In the event of a declaration of acceleration of the exchange notes and initial notes because an Event of Default has occurred and is continuing as a result of the acceleration of any Indebtedness described in clause (6) of the fourth preceding paragraph, the declaration of acceleration of the exchange notes and initial notes shall be automatically annulled if the holders of any such Indebtedness have rescinded the declaration of acceleration in respect of such Indebtedness within 30 days of the date of such acceleration and if (1) the annulment of the acceleration of the exchange notes and initial notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal or interest on the exchange notes or initial notes that became due solely because of the acceleration of the exchange notes and initial notes, have been cured or waived.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder may pursue any remedy with respect to the Indenture or the exchange notes unless:

(1) such Holder has previously given the Trustee notice that an Event of Default is continuing,

(2) Holders of at least 25% in principal amount of the outstanding exchange notes and initial notes taken together have requested the Trustee in writing to pursue the remedy,

(3) such Holders have offered the Trustee reasonable security or indemnity against any loss, liability or expense,

(4) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity and

(5) the Holders of a majority in principal amount of the outstanding exchange notes and initial notes taken together have not given the Trustee a direction inconsistent with such request within such 60-day period.

Subject to specified restrictions, the Holders of a majority in principal amount of the outstanding exchange notes and initial notes taken together will be given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising

any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee will be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

If a Default occurs and is continuing and is known to the Trustee, the Trustee must mail to each Holder notice of the Default within the earlier of 90 days after it occurs or 30 days after it is known to a Trust Officer or written notice of it is received by the Trustee. Except in the case of a Default in the payment of principal of, premium (if any) or interest on any exchange note or initial note (including payments pursuant to the redemption provisions of such exchange note or initial note, as applicable), the Trustee may withhold notice if and so long as a committee of its Trust Officers in good faith determines that withholding notice is in the interests of the Holders. In addition, the Issuers will be required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Issuers will also be required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute Events of Default, their status and what action the Issuers are taking or propose to take in respect thereof.

AMENDMENTS AND WAIVERS

Subject to specified exceptions, the Indenture or the exchange notes may be amended with the written consent of the Holders of a majority in principal amount of the exchange notes and the initial notes taken together and then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of a majority in principal amount of the exchange notes and the initial notes taken together and then outstanding. However, without the consent of each Holder of an outstanding exchange note affected, no amendment may, among other things:

- (1) reduce the amount of exchange notes and initial notes whose Holders must consent to an amendment,
- (2) reduce the rate of or extend the time for payment of interest on any exchange note,
- (3) reduce the principal of or extend the Stated Maturity of any exchange note,
- (4) reduce the premium payable upon the redemption of any exchange note or change the time at which any exchange note may be redeemed as described under "--Optional Redemption" above,
- (5) make any exchange note payable in money other than that stated in the exchange note,
- (6) make any change to the subordination provisions of the Indenture that adversely affects the rights of any Holder,
- (7) impair the right of any Holder to receive payment of principal of, and interest or any liquidated damages on, such Holder's exchange notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's exchange notes,
- (8) make any change in the amendment provisions which require each Holder's consent or in the waiver provisions, or
- (9) modify the Note Guarantees in any manner adverse to the Holders.

Without the consent of any Holder, SCG Holding and Trustee may amend the Indenture to:

- cure any ambiguity, omission, defect or inconsistency,
- provide for the assumption by a successor corporation of the obligations of either Issuer under the Indenture,
- provide for uncertificated exchange notes in addition to or in place of certificated exchange notes; PROVIDED, HOWEVER, that the uncertificated exchange notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated exchange notes are described in Section 163(f)(2)(B) of the Code,
- make any change in the subordination provisions of the Indenture that would limit or terminate the benefits available to any holder of Senior Indebtedness of the Issuers (or any Representative thereof) under such subordination provisions,
- add additional Guarantees with respect to the exchange notes,
- secure the exchange notes,
- add to the covenants of the Issuers for the benefit of the Holders or to surrender any right or power conferred upon SCG Holding,
- make any change that does not adversely affect the rights of any Holder, subject to the provisions of the Indenture,
- provide for the issuance of the exchange notes or
- comply with any requirement of the Commission in connection with the qualification of the Indenture under the TIA.

However, no amendment may be made to the subordination provisions of the Indenture that adversely affects the rights of any holder of Senior Indebtedness of either Issuer then outstanding unless the holders of such Senior Indebtedness (or any group or representative thereof authorized to give a consent) consent to such change.

The consent of the Holders will not be necessary to approve the particular form of any proposed amendment. It will be sufficient if such consent approves the substance of the proposed amendment.

After an amendment becomes effective, the Issuers are required to mail to Holders a notice briefly describing such amendment. However, the failure to give such notice to all Holders, or any defect therein, will not impair or affect the validity of the amendment.

NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND STOCKHOLDERS

No director, officer, employee, stockholder, member or incorporator of SCG Holding, Semiconductor Components or the Note Guarantors, as such, shall have any liability for any obligations of the Issuers or the Note Guarantors under the exchange notes, the Indenture or the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting an exchange note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the exchange notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the Commission that such a waiver is against public policy.

DEFEASANCE

The Issuers may at any time terminate all their obligations under the exchange notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the exchange notes, to replace mutilated, destroyed, lost or stolen exchange notes and to maintain a registrar and paying agent in respect of the exchange notes. In addition, the Issuers may at any time terminate:

(1) their obligations under the covenants described under "--Indenture Covenants", and

(2) the operation of the cross acceleration provision, the bankruptcy provisions with respect to Significant Subsidiaries and the judgment default provision described under "--Defaults" above and the limitations contained in clause (3) under paragraph (a) of the covenant described under "--Merger and Consolidation" above ("covenant defeasance").

In the event that the Issuers exercise their legal defeasance option or their covenant defeasance option, each Note Guarantor will be released from all of their obligations with respect to its Note Guarantee.

The Issuers may exercise their legal defeasance option notwithstanding their prior exercise of their covenant defeasance option. If the Issuers exercise their legal defeasance option, payment of the exchange notes may not be accelerated because of an Event of Default with respect thereto. If the Issuers exercise their covenant defeasance option, payment of the exchange notes may not be accelerated because of an Event of Default specified in clause (4), (6), (7) (with respect only to Significant Subsidiaries), (8) (with respect only to Significant Subsidiaries) or (9) under "--Defaults" above or because of the failure of SCG Holding to comply with clause (3) under paragraph (a) of the covenant described under "--Merger and Consolidation" above.

In order to exercise either defeasance option, the Issuers must irrevocably deposit in trust (the "defeasance trust") with the Trustee money in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, to pay the principal, premium (if any) and interest on the exchange notes to redemption or maturity, as the case may be, including interest thereon to maturity or such redemption date, and must comply with other conditions, including delivery to the Trustee of an Opinion of Counsel to the effect that Holders will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and, in the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or other change in applicable Federal income tax law).

CONCERNING THE TRUSTEE

State Street Bank and Trust Company is the Trustee under the Indenture and has been appointed by SCG Holding as Registrar, Paying Agent and Exchange Agent with regard to the exchange notes.

The Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default, the Trustee will exercise such rights and powers vested in it by the Indenture, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The Indenture and the provisions of the TIA contain limitations on the rights of the Trustee, should it become a creditor of SCG Holding, to obtain payments of claims or to realize on property

received in respect of any such claim as security or otherwise. Subject to the TIA, the Trustee will be permitted to engage in other transactions; PROVIDED that, if the Trustee acquires any conflicting interest as described in the TIA, it must eliminate such conflict within 90 days, apply to the Commission for permission to continue or resign.

GOVERNING LAW

The Indenture and the exchange notes are governed by, and construed in accordance with, the laws of the State of New York without giving effect to applicable principles of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.

DEFINED TERMS

"Acquired Debt" means, with respect to any specified Person,

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidiary of such specified Person, including, without limitation, Indebtedness Incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Restricted Subsidiary of such specified Person) and (2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Additional Assets" means:

- (1) any property or assets (other than Indebtedness and Capital Stock) to be used by SCG Holding or a Restricted Subsidiary in a Permitted Business;
- (2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by SCG Holding or another Restricted Subsidiary; or
- (3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary; PROVIDED, HOWEVER, that:

any such Restricted Subsidiary described in clauses (2) or (3) above is primarily engaged in a Permitted Business.

"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. For purposes of the provisions described under "--Indenture Covenants--Limitation on Transactions with Affiliates" and "--Indenture Covenants--Limitation on Sales of Assets and Subsidiary Stock" only, "Affiliate" shall also mean any beneficial owner of shares representing more than 10% of the total voting power of the Voting Stock (on a fully diluted basis) of SCG Holding or of rights or warrants to purchase such Voting Stock (whether or not currently exercisable) and any Person who would be an Affiliate of any such beneficial owner pursuant to the first sentence hereof.

"Asset Disposition" means any sale, lease (other than an operating lease), transfer or other disposition (or series of related sales, leases, transfers or dispositions) by SCG Holding or any Restricted Subsidiary, including any disposition by means of a merger, consolidation, or similar transaction (each referred to for the purposes of this definition as a "disposition"), of:

- (1) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than SCG Holding or a Restricted Subsidiary) that have a Fair Market Value in excess of \$5 million,

(2) all or substantially all the assets of any division or line of business of SCG Holding or any Restricted Subsidiary or

(3) any other assets of SCG Holding or any Restricted Subsidiary outside of the ordinary course of business of SCG Holding or such Restricted Subsidiary

other than, in the case of (1), (2) and (3) above,

(A) disposition by SCG Holding to a Restricted Subsidiary or by a Restricted Subsidiary to SCG Holding or to another Restricted Subsidiary;

(B) an issuance of Capital Stock by a Subsidiary to SCG Holding or to a Restricted Subsidiary;

(C) for purposes of the covenants described under "--Indenture Covenants--Limitation on Sales of Assets and Subsidiary Stock" only, a disposition that constitutes a Restricted Payment permitted by the covenant described under "--Indenture Covenants--Limitation on Restricted Payments";

(D) a disposition of assets with a Fair Market Value of less than \$5 million;

(E) a Sale/Leaseback Transaction with respect to any assets within 90 days of the acquisition of such assets;

(F) a disposition of Temporary Cash Investments, the proceeds of which are used within five business days to make another Permitted Investment;

(G) a disposition of obsolete, uneconomical, negligible, worn out or surplus property or equipment in the ordinary course of business and the periodic clearance of aged inventory;

(H) any exchange of like-kind property of the type described in Section 1031 of the Code for use in a Permitted Business;

(I) the sale or disposition of any assets or property received as a result of a foreclosure by SCG Holding or any of its Restricted Subsidiaries of any secured Investment or any other transfer of title with respect to any secured Investment in default;

(J) the licensing of intellectual property in the ordinary course of business or in accordance with industry practice;

(K) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof; and

(L) a sale of accounts receivable and related assets pursuant to a Receivables Facility.

Notwithstanding the foregoing, the sale, lease, conveyance or other disposition of all or substantially all of the assets of SCG Holding and its Subsidiaries taken as a whole will be governed by the provisions of the Indenture described above under the caption "--Change of Control" and/or the provisions described above under the caption "Merger and Consolidation" and not by the provisions of the covenant described under the caption "--Indenture Covenants--Limitation of Sales of Assets and Subsidiary Stock."

"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:

- (1) 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
- (2) 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 SCG Holding or Semiconductor Components 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.

"Board of Directors" means the Board of Directors of SCG Holding or any committee thereof duly authorized to act on behalf of the Board of Directors of SCG Holding.

"Business Day" means each day which is not a Legal Holiday.

"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.

"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.

"Closing Date" means the date of the Indenture.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the Securities and Exchange Commission.

"Consolidated Coverage Ratio" as of any date of determination means the ratio of:

- (1) the aggregate amount of EBITDA for the period of the most recent four consecutive fiscal quarters for which internal financial statements are available prior to the date of such determination to
- (2) Consolidated Interest Expense for such four fiscal quarters;

PROVIDED, HOWEVER, that:

- (A) if SCG Holding or any Restricted Subsidiary has Incurred any Indebtedness since the beginning of such period that remains outstanding on such date of determination or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio is an Incurrence of Indebtedness, EBITDA and Consolidated Interest Expense for such

period shall be calculated after giving effect on a pro forma basis to such Indebtedness as if such Indebtedness had been Incurred on the first day of such period (in each case other than Indebtedness Incurred under any revolving credit facility, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during the applicable period) and the discharge of any other Indebtedness repaid, repurchased, defeased or otherwise discharged with the proceeds of such new Indebtedness as if such discharge had occurred on the first day of such period,

- (B) if SCG Holding or any Restricted Subsidiary has repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case, if such Indebtedness has been permanently repaid and has not been replaced, other than Indebtedness Incurred under any revolving credit facility unless such Indebtedness is permanently reduced, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during the applicable period) on the date of the transaction giving rise to the need to calculate the Consolidated Coverage Ratio, EBITDA and Consolidated Interest Expense for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period and as if SCG Holding or such Restricted Subsidiary has not earned any interest income actually earned during such period in respect of cash or Temporary Cash Investments used to repay, repurchase, defease or otherwise discharge such Indebtedness,

- (C) if since the beginning of such period SCG Holding or any Restricted Subsidiary shall have made any Asset Disposition, EBITDA for such period shall be reduced by an amount equal to EBITDA (if positive) directly attributable to the assets that are the subject of such Asset Disposition for such period or increased by an amount equal to EBITDA (if negative) directly attributable thereto for such period and Consolidated Interest Expense for such period shall be reduced by an amount equal to the Consolidated Interest Expense directly attributable to any Indebtedness of SCG Holding or any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to SCG Holding and its continuing Restricted Subsidiaries in connection with such Asset Disposition for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Interest Expense for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent SCG Holding and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale),

- (D) if since the beginning of such period SCG Holding or any Restricted Subsidiary (by merger or otherwise) shall have made an Investment in any Restricted Subsidiary (or any Person that becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto (including the Incurrence of any Indebtedness) as if such Investment or acquisition occurred on the first day of such period, and

- (E) if since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into SCG Holding or any Restricted Subsidiary since the beginning of such period) shall have made any Asset Disposition or

any Investment or acquisition of assets that would have required an adjustment pursuant to clause (C) or (D) above if made by SCG Holding or a Restricted Subsidiary during such period, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto as if such Asset Disposition, Investment or acquisition of assets occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness Incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible financial or accounting Officer of SCG Holding. Any such pro forma calculations shall reflect any pro forma expense and cost reductions attributable to such acquisitions, to the extent such expense and cost reduction would be permitted by the Commission to be reflected in pro forma financial statements included in a registration statement filed with the Commission.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term as at the date of determination in excess of 12 months).

"Consolidated Interest Expense" means, for any period, the total interest expense of SCG Holding and its Consolidated Restricted Subsidiaries, plus, to the extent Incurred by SCG Holding or its Restricted Subsidiaries in such period but not included in such interest expense, without duplication:

- (1) interest expense attributable to Capitalized Lease Obligations and the imputed interest with respect to Attributable Debt,
- (2) amortization of debt discount,
- (3) amortization of debt issuance costs (other than any such costs associated with the Bank Indebtedness, the initial notes, the exchange notes, the Junior Subordinated Note or otherwise associated with our recapitalization),
- (4) capitalized interest,
- (5) noncash interest expense other than any noncash interest expense in connection with the Junior Subordinated Note,
- (6) commissions, discounts and other fees and charges attributable to letters of credit and bankers' acceptance financing,
- (7) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by SCG Holding or any Restricted Subsidiary,
- (8) net costs associated with Hedging Obligations (including amortization of fees) (other than any such costs associated with the Bank Indebtedness, the exchange notes, the Junior Subordinated Note or otherwise associated with the Transactions),
- (9) dividends in respect of all Disqualified Stock of SCG Holding and all Preferred Stock of any of the Restricted Subsidiaries of SCG Holding, to the extent held by Persons other than SCG Holding or another Restricted Subsidiary, other than accumulated but unpaid dividends on the SCG Holding Preferred Stock,
- (10) interest Incurred in connection with investments in discontinued operations and

- (11) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than SCG Holding) in connection with Indebtedness Incurred by such plan or trust.

Notwithstanding anything to the contrary contained herein, commissions, discounts, yield and other fees and charges Incurred in connection with any transaction (including, without limitation, in connection with a Receivables Facility) pursuant to which SCG Holding or any Subsidiary of SCG Holding may sell, convey or otherwise transfer or grant a security interest in any accounts receivable or related assets as contemplated by the definition of "Receivables Facility" shall be included in Consolidated Interest Expense.

"Consolidated Net Income" means, for any period, the net income of SCG Holding and its Consolidated Subsidiaries for such period determined in accordance with GAAP; PROVIDED, HOWEVER, that:

- (1) any net income of any Person (other than SCG Holding) if such Person is not a Restricted Subsidiary, shall be excluded from such Consolidated Net Income, except that:

- (A) subject to the limitations contained in clause (4) below, SCG Holding's equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to SCG Holding or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to a Restricted Subsidiary, to the limitations contained in clause (3) below) and

- (B) SCG Holding's equity in a net loss of any such Person for such period shall be included in determining such Consolidated Net Income;

- (2) any net income (or loss) of any Person acquired by SCG Holding or a Subsidiary in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded from such Consolidated Net Income;

- (3) any net income (or loss) of any Restricted Subsidiary, to the extent that the declaration of dividends or similar distributions by such Restricted Subsidiary of that income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or is, directly or indirectly, restricted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Restricted Subsidiary or its stockholders or other holders of its equity, shall be excluded from such Consolidated Net Income except that:

- (A) subject to the limitations contained in clause (4) below, SCG Holding's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Restricted Subsidiary during such period to SCG Holding or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution made to another Restricted Subsidiary, to the limitation contained in this clause) and

- (B) SCG Holding's equity in a net loss of any such Restricted Subsidiary for such period shall be included in determining such Consolidated Net Income;

- (4) any gain (or loss) realized upon the sale or other disposition of any asset of SCG Holding or its Consolidated Subsidiaries (including pursuant to any Sale/Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any Capital Stock of any Person shall be excluded from such Consolidated Net Income (without regard to abandonments or reserves relating thereto);
- (5) any extraordinary gain or loss shall be excluded from such Consolidated Net Income;
- (6) the cumulative effect of a change in accounting principles shall be excluded from such Consolidated Net Income;
- (7) gains or losses due solely to fluctuations in currency values and the related tax effects according to GAAP shall be excluded from such Consolidated Net Income;
- (8) only for the purposes of the definition of EBITDA, one-time cash charges recorded in accordance with GAAP resulting from any merger, recapitalization or acquisition transaction shall be excluded from such Consolidated Net Income; and
- (9) the amortization of any premiums, fees or expenses incurred in connection with our recapitalization and the related transactions or any amounts required or permitted by Accounting Principles Board Opinions Nos. 16 (including noncash write-ups and noncash charges relating to inventory and fixed assets, in each case arising in connection with the Transactions) and 17 (including noncash charges relating to intangibles and goodwill arising in connection with our recapitalization), in each case in connection with our recapitalization and the related transactions, shall be excluded from such Consolidated Net Income.

"Consolidation" means the consolidation of the amounts of each of the Restricted Subsidiaries with those of SCG Holding in accordance with GAAP consistently applied; provided, however, that "Consolidation" will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of SCG Holding or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an investment. The term "Consolidated" has a correlative meaning.

"Credit Agreement" means the credit agreement to be dated as of August 4, 1999 among Semiconductor Components, SCG Holding and the Subsidiaries of SCG Holding named therein, the lenders named therein and The Chase Manhattan Bank, as administrative agent, collateral agent and syndication agent, DLJ Capital Funding, Inc., as co-documentation agent, and Lehman Commercial Paper Inc., as co-documentation 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 the Indenture, unless otherwise agreed to by the Holders of at least a majority in aggregate principal amount of exchange notes and the initial notes taken together and 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.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Designated Senior Indebtedness" of SCG Holding means

(1) the Bank Indebtedness and

(2) any other Senior Indebtedness of SCG Holding 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 SCG Holding in the instrument evidencing or governing such Senior Indebtedness as "Designated Senior Indebtedness" for purposes of the Indenture.

"Designated Senior Indebtedness" of Semiconductor Components and of a Note Guarantor has a correlative meaning.

"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:

- (1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise,
- (2) is convertible or exchangeable for Indebtedness or Disqualified Stock or
- (3) is redeemable at the option of the holder thereof, in whole or in part,

in the case of clauses (1), (2) and (3), on or prior to 90 days after the Stated Maturity of the exchange 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 exchange notes shall be deemed Disqualified Stock; provided further, however, that (x) any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to 90 days after the Stated Maturity of the exchange notes shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the provisions of the covenants described under "--Change of Control" and "--Indenture Covenants--Limitation on Sale of Assets and Subsidiary Stock", (y) a class of Capital Stock shall not be Disqualified Stock hereunder solely as a result of any maturity or redemption that is conditioned upon, and subject to, compliance with the covenant described above under "--Indenture Covenants--Limitation on Restricted Payments" and (z) 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 SCG Holding in order to satisfy applicable statutory or regulatory obligations.

"Domestic Subsidiary" means any Restricted Subsidiary of SCG Holding other than a Foreign Subsidiary.

"EBITDA" for any period means the Consolidated Net Income for such period, plus, without duplication, the following to the extent deducted in calculating such Consolidated Net Income:

- (1) provision for taxes based on income or profits of SCG Holding and its Consolidated Restricted Subsidiaries;
- (2) Consolidated Interest Expense;
- (3) depreciation expense of SCG Holding and its Consolidated Restricted Subsidiaries;
- (4) amortization expense (including amortization of goodwill and other intangibles) of SCG Holding and its Consolidated Restricted Subsidiaries (excluding amortization expense attributable to a prepaid cash item that was paid in a prior period);
- (5) all other noncash expenses or losses of SCG Holding and its Consolidated Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP

(excluding any such charge that constitutes an accrual of or a reserve for cash charges for any future period);

(6) any non-recurring fees, expenses or charges realized by SCG Holding and its Restricted Subsidiaries for such period related to any offering of Capital Stock or Incurrence of Indebtedness permitted to be Incurred under the Indenture;

(7) Recapitalization Related Special Charges of SCG Holding and its Restricted Subsidiaries incurred on or prior to December 31, 2001 and in the aggregate not exceeding \$50 million;

(8) noncash dividends on SCG Holding Preferred Stock;

and MINUS all noncash items increasing Consolidated Net Income of such Person for such Period (excluding any items which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period).

Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortization and noncash charges of, a Restricted Subsidiary of SCG Holding shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion) that the net income of such Restricted Subsidiary was included in calculating Consolidated Net Income and only if a corresponding amount would be permitted at the date of determination to be dividended or similarly distributed to SCG Holding by such Restricted Subsidiary without prior governmental approval (that has not been obtained) or is not, directly or indirectly, restricted by operation of the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its stockholders or other holders of its equity.

"Exchange Act" means the Securities Exchange Act of 1934.

"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 the 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.

"Foreign Subsidiary" means any Restricted Subsidiary of SCG Holding that is not organized under the laws of the United States of America or any State thereof or the District of Columbia.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in:

- (1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants,
- (2) statements and pronouncements of the Financial Accounting Standards Board,
- (3) such other statements by such other entities as approved by a significant segment of the accounting profession, and
- (4) 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 the Indenture shall be computed in conformity with GAAP.

"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:

- (1) 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
- (2) 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.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

"Holder" means the Person in whose name and exchange note or initial note, as applicable, is registered on the Registrar's books.

"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 Person 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 (3), (8), (9) and (10) below) would appear as a liability or, in the case of clause (6) only, Preferred Stock on the balance sheet of such Person, prepared in accordance with GAAP, on such date:

- (1) the principal amount of and premium (if any) in respect of indebtedness of such Person for borrowed money;
- (2) the principal amount of and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (3) 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);
- (4) 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;
- (5) all Capitalized Lease Obligations and all Attributable Debt of such Person;
- (6) 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);

(7) 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:

(A) the Fair Market Value of such asset at such date of determination and

(B) the amount of such Indebtedness of such other Persons;

(8) Hedging Obligations of such Person;

(9) all obligations of such Person in respect of a Receivables Facility; and

(10) all obligations of the type referred to in clauses (1) through (9) 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.

"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.

"Investment" in any Person means any direct or indirect advance, loan (other than advances to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extension of credit (including by way of Guarantee or similar arrangement but excluding commission, travel and similar advances to officers, consultants and employees made in the ordinary course of business) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by such Person.

For purposes of the definition of "Unrestricted Subsidiary" and the covenant described under "--Indenture Covenants--Limitation on Restricted Payments,"

(1) "Investment" shall include the portion (proportionate to SCG Holding's equity interest in such Subsidiary) of the Fair Market Value of the net assets of any Subsidiary of SCG Holding at the time that such Subsidiary is designated an Unrestricted Subsidiary; PROVIDED, HOWEVER, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, SCG Holding shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to:

(A) SCG Holding's "Investment" in such Subsidiary at the time of such redesignation less

(B) the portion (proportionate to SCG Holding's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer.

"Junior Subordinated Note" means the junior subordinated note of Semiconductor Components issued as part of the of our recapitalization and related transactions in the principal amount of \$91 million, which will be subordinated to the Notes.

"Legal Holiday" means a Saturday, Sunday or other day on which banking institutions are not required by law or regulation 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).

"Motorola" means Motorola, Inc., a Delaware corporation.

"Net Available Cash" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other noncash form) therefrom, in each case net of:

- (1) all direct costs relating to such Asset Disposition, including all legal, title, accounting and investment banking fees, and recording tax expenses, sales and other commissions and other fees and relocation expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP;
- (2) all payments made on any Indebtedness that (x) is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or (y) must, by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law, be repaid out of the proceeds from such Asset Disposition;
- (3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition; and
- (4) appropriate amounts to be provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the property or other assets disposed of in such Asset Disposition and retained by SCG Holding or any Restricted Subsidiary after such Asset Disposition.

"Net Cash Proceeds", with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"Note Guarantee" means each Guarantee of the obligations with respect to the exchange notes issued by a Subsidiary of SCG Holding pursuant to the terms of the Indenture.

"Note Guarantor" means any Subsidiary that has issued a Note Guarantee.

"Officer" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Treasurer or the Secretary of SCG Holding. "Officer" of Semiconductor Components and of a Note Guarantor has a correlative meaning.

"Officers' Certificate" means a certificate signed by two Officers of each Person issuing such certificate. For the avoidance of doubt, any Officers' Certificate to be delivered by the Issuers pursuant to the Indenture shall be signed by two Officers of each Issuer.

"Opinion of Counsel" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to SCG Holding, Semiconductor Components, a Note Guarantor or the Trustee.

"Permitted Business" means any business engaged in by the Issuers or any Restricted Subsidiary on the Closing Date and any Related Business.

"Permitted Holders" means TPG Partners II, L.P. and its Affiliates and any Person acting in the capacity of an underwriter in connection with a public or private offering of SCG Holding or Semiconductor Components Capital Stock.

"Permitted Investment" means an Investment by SCG Holding or any Restricted Subsidiary:

- (1) in SCG Holding, a Restricted Subsidiary or a Person that will, upon the making of such Investment, become a Restricted Subsidiary; PROVIDED, HOWEVER, that the primary business of such Restricted Subsidiary is a Permitted Business;
- (2) in another Person if as a result of such Investment such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, SCG Holding or a Restricted Subsidiary; PROVIDED, HOWEVER, that such Person's primary business is a Permitted Business;
- (3) in Temporary Cash Investments;
- (4) in receivables owing to SCG Holding or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; PROVIDED, HOWEVER, that such trade terms may include such concessionary trade terms as SCG Holding or any such Restricted Subsidiary deems reasonable under the circumstances;
- (5) in payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;
- (6) in loans or advances to employees made in the ordinary course of business consistent with prudent business practice and not exceeding \$5 million in the aggregate outstanding at any one time;
- (7) in stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to SCG Holding or any Restricted Subsidiary or in satisfaction of judgments;
- (8) in any Person to the extent such Investment represents the noncash portion of the consideration received for an Asset Disposition that was made pursuant to and in compliance with the covenant described under "--Indenture Covenants--Limitation on Sale of Assets and Subsidiary Stock" or a transaction not constituting an Asset Disposition by reason of the \$1 million threshold contained in the definition thereof;
- (9) that constitutes a Hedging Obligation or commodity hedging arrangement entered into for bona fide hedging purposes of SCG Holding in the ordinary course of business and otherwise in accordance with the Indenture;
- (10) in securities of any trade creditor or customer received in settlement of obligations or pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditor or customer;
- (11) acquired as a result of a foreclosure by SCG Holding or such Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(12) existing as of the Closing Date or an Investment consisting of any extension, modification or renewal of any Investment existing as of the Closing Date (excluding any such extension, modification or renewal involving additional advances, contributions or other investments of cash or property or other increases thereof unless it is a result of the accrual or accretion of interest or original issue discount or payment-in-kind pursuant to the terms, as of the Closing Date, of the original Investment so extended, modified or renewed);

(13) consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business and otherwise in accordance with the Indenture;

(14) in a trust, limited liability company, special purpose entity or other similar entity in connection with a Receivables Facility permitted under the covenant "--Indenture Covenants--Limitation on Indebtedness"; PROVIDED that, in the good faith determination of the Board of Directors, such Investment is necessary or advisable to effect such Receivables Facility;

(15) consisting of intercompany Indebtedness permitted under the covenant "--Indenture Covenants--Limitation on Indebtedness";

(16) the consideration for which consists solely of shares of common stock of SCG Holding; and

(17) so long as no Default shall have occurred and be continuing (or result therefrom), in any Person engaged in a Permitted Business having an aggregate Fair Market Value (measured on the date made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (17) that are at the time outstanding (and measured on the date made and without giving effect to subsequent changes in value), not to exceed \$15 million.

"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.

"Public Equity Offering" means an underwritten primary public offering of common stock of SCG Holding pursuant to an effective registration statement under the Securities Act, other than public offerings with respect to SCG Holding's common stock registered on Form S-8.

"Purchase Money Indebtedness" means Indebtedness:

(1) consisting of the deferred purchase price of an asset, conditional sale obligations, obligations under any title retention agreement and other purchase money obligations, in each case where the maturity of such Indebtedness does not exceed the anticipated useful life of the asset being financed, and

(2) Incurred to finance the acquisition by SCG Holding or a Restricted Subsidiary of all or a portion of such asset, including additions and improvements;

PROVIDED, HOWEVER, that such Indebtedness is Incurred within 180 days after the acquisition by SCG Holding or such Restricted Subsidiary of such asset or the relevant addition or improvement.

"Qualified Proceeds" means any of the following or any combination of the following: (1) cash, (2) Temporary Cash Investments, (3) the Fair Market Value of assets that are used or useful in the

Permitted Business and (4) the Fair Market Value of the Capital Stock of any Person engaged primarily in a Permitted Business if, in connection with the receipt by SCG Holding or any Restricted Subsidiary of SCG Holding of such Capital Stock, (a) such Person becomes a Restricted Subsidiary or (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, SCG Holding or any Restricted Subsidiary.

"Recapitalization Related Special Charges" means separately delineated costs on the income statement of SCG Holding that are characterized as non-recurring expenses and are associated with the recapitalization of SCG Holding consisting of costs related to (1) branding and marketing, (2) consulting and information technology, (3) recruiting and employee retention bonuses and (4) facility or office relocations.

"Receivables Facility" means one or more receivables financing facilities, as amended from time to time, pursuant to which SCG Holding 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.

"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 SCG Holding or any Restricted Subsidiary (including Indebtedness of SCG Holding that Refinances Refinancing Indebtedness); PROVIDED, HOWEVER, that:

- (1) the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced,
- (2) 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,
- (3) 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
- (4) 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:

- (A) Indebtedness of a Restricted Subsidiary that Refinances Indebtedness of SCG Holding or
- (B) Indebtedness of SCG Holding or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

"Related Business" means any business related, ancillary or complementary to any of the businesses of SCG Holding and the Restricted Subsidiaries on the Closing Date.

"Representative" means the trustee, agent or representative, if any, for an issue of Senior Indebtedness.

"Restricted Subsidiary" means any Subsidiary of SCG Holding, including Semiconductor Components, other than an Unrestricted Subsidiary.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired by SCG Holding or a Restricted Subsidiary whereby SCG Holding or a Restricted Subsidiary transfers such property to a Person and SCG Holding or such Restricted Subsidiary leases it from such Person, other than leases between SCG Holding and a Wholly Owned Subsidiary or between Wholly Owned Subsidiaries.

"Secured Indebtedness" means any Indebtedness of SCG Holding secured by a Lien. "Secured Indebtedness" of a Note Guarantor has a correlative meaning.

"Senior Subordinated Indebtedness" of SCG Holding means the exchange notes, the initial notes and any other Indebtedness of SCG Holding that specifically provides that such Indebtedness is to rank PARI PASSU with the exchange notes and the initial notes in right of payment and is not subordinated by its terms in right of payment to any Indebtedness or other obligation of SCG Holding which is not Senior Indebtedness. "Senior Subordinated Indebtedness" of a Note Guarantor has a correlative meaning.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "Significant Subsidiary" of SCG Holding 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).

"Subordinated Obligation" means any Indebtedness of SCG Holding, whether outstanding on the Closing Date or thereafter Incurred, that is subordinate or junior in right of payment to the exchange notes and the initial 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:

- (1) such Person,
- (2) such Person and one or more Subsidiaries of such Person or
- (3) one or more Subsidiaries of such Person.

Notwithstanding the foregoing, with respect to SCG Holding, the term "Subsidiary" also includes the following Persons: Tesla Sezam, a.s., Terosil, a.s. and Leshan-Phoenix Semiconductor Co. Ltd, so long as SCG Holding directly or indirectly owns more than 50% of the Voting Stock or economic interests of such Person.

"Temporary Cash Investments" means any of the following:

- (1) any investment in direct obligations of the United States of America or any agency thereof or obligations Guaranteed by the United States of America or any agency thereof,
- (2) investments in time deposit accounts, certificates of deposit and money market deposits maturing not more than one year from the date of acquisition thereof, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case with a bank or trust company that is organized under the laws of the United States of America, any state thereof (including any foreign branch of any of the foregoing) or any foreign country recognized by the United States of America having capital, surplus and

undivided profits aggregating in excess of \$250,000,000 (or the foreign currency equivalent thereof),

- (3) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (1) above or clause (5) below entered into with a bank meeting the qualifications described in clause (2) above,
- (4) investments in commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of SCG Holding) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America having at the time as of which any investment therein is made one of the two highest ratings obtainable from either Moody's Investors Service, Inc. ("Moody's") or Standard and Poor's Ratings Service, a division of The McGraw-Hill Companies, Inc. ("S&P"),
- (5) investments in securities with maturities of six months or less from the date of acquisition issued or fully Guaranteed by any state, commonwealth or territory of the United States of America, or by any foreign government or any state, commonwealth or territory or by any political subdivision or taxing authority thereof, and, in each case, having one of the two highest ratings obtainable from either S&P or Moody's; and
- (6) investments in funds investing exclusively in investments of the types described in clauses (1) and (5) above.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. Section 77aaa-77bbb) as in effect on the Closing Date.

"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.

"Trustee" means the party named as such in the Indenture until a successor replaces it and, thereafter, means the successor.

"Trust Officer" means any vice president, assistant vice president or trust officer of the Trustee assigned by the Trustee to administer its corporate trust matters.

"Unrestricted Subsidiary" means:

- (1) any Subsidiary of SCG Holding that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below and
- (2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors may designate any Subsidiary of SCG Holding, including any newly acquired or newly formed Subsidiary of SCG Holding, to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or owns or holds any Lien on any property of, SCG Holding or any other Subsidiary of SCG Holding that is not a Subsidiary of the Subsidiary to be so designated; PROVIDED, HOWEVER, that either:

- (A) the Subsidiary to be so designated has total Consolidated assets of \$1,000 or less or
- (B) if such Subsidiary has Consolidated assets greater than \$1,000, then such designation would be permitted under the covenant entitled "--Indenture Covenants--Limitation on Restricted Payments."

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; PROVIDED, HOWEVER, that immediately after giving effect to such designation:

(x) SCG Holding could Incur \$1.00 of additional Indebtedness under paragraph (a) of the covenant described under "--Indenture Covenants--Limitation on Indebtedness" and

(y) no Default shall have occurred and be continuing.

Any such designation of a Subsidiary as a Restricted Subsidiary or Unrestricted Subsidiary by the Board of Directors shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"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 SCG Holding all the Capital Stock of which, other than directors' qualifying shares, is owned by SCG Holding or another Wholly Owned Subsidiary.

The issuers, the initial purchasers and the guarantors of the initial notes entered into an Exchange Offer and Registration Rights Agreement concurrently with the issuance of the initial notes. Pursuant to the Exchange Offer and Registration Rights Agreement, the Issuers and the guarantors of the initial notes are required

- to file with the Commission on or prior to 120 days after the date of issuance of the initial notes a registration statement on Form S-1 or Form S-4, if the use of such form is then available, relating to a registered exchange offer for the initial notes under the Securities Act and
- to use their reasonable best efforts to cause the exchange offer registration statement to be declared effective under the Securities Act within 180 days after the date of issuance of the initial notes.

The Exchange Offer being made hereby, if commenced and consummated within the time periods described in this paragraph, will satisfy those requirements under the Exchange Offer and Registration Rights Agreement.

In the event that:

(1) because of any change in law or applicable interpretations thereof by the staff of the SEC, the Issuers are not permitted to effect the exchange offer.

(2) any initial notes validly tendered pursuant to the exchange offer are not exchanged for exchange notes within 210 days after the date of issuance of the initial notes,

(3) the initial purchasers so request with respect to initial notes not eligible to be exchanged for exchange notes in the exchange offer,

(4) any applicable law or interpretations do not permit any holder of initial notes to participate in the exchange offer,

(5) any holder of initial notes that participates in the exchange offer does not receive freely transferable exchange notes in exchange for tendered initial notes, or

(6) the issuers so elect,

then the issuers and the guarantors of the initial notes will file as promptly as practical following the occurrence of any of the foregoing events listed under (1) through (6), but in no event more than 60 days after so required or requested, with the SEC a shelf registration statement to cover resales of Transfer Restricted Securities (as defined below) by such holders who satisfy the conditions relating to the provision of information in connection with the shelf registration statement. For purposes of the foregoing, "Transfer Restricted Securities" means each initial note until

- the date on which such initial note has been exchanged for a freely transferable exchange note in the exchange offer,
- the date on which such initial note has been effectively registered under the Securities Act and disposed of in accordance with the shelf registration statement or
- the date on which such initial note is distributed to the public pursuant to Rule 144 under the Securities Act or is salable pursuant to Rule 144(k) under the Securities Act.

If applicable, the Issuers and the guarantors of the initial notes will use their reasonable best efforts to have the shelf registration statement declared effective by the SEC as promptly as practicable after the filing thereof and to keep the shelf registration statement effective for a period of two years after the date of issuance of the initial notes.

In the event that:

(1) the applicable registration statement is not filed with the SEC on or prior to 120 days after the date of issuance of the initial notes;

(2) the exchange offer registration statement or the shelf registration statement, as the case may be, is not declared effective within 180 days after the date of issuance of the initial notes;

(3) the exchange offer is not consummated within 210 days after the date of issuance of the initial notes; or

(4) the shelf registration statement is filed and declared effective within 180 days after the date of issuance of the initial notes, or, in the case of a shelf registration statement to be filed in response to any change in law or applicable interpretations thereof, within 60 days after the publication of the change in law or interpretation, but shall thereafter cease to be effective at any time that the issuers and the guarantors of the initial notes are obligated to maintain the effectiveness thereof without being succeeded within 30 days by an additional registration statement filed and declared effective (each such event referred to in clauses (a) through (d), a "Registration Default"),

the issuers and the guarantors of the initial notes will be obligated to pay liquidated damages to each holder of Transfer Restricted Securities, during the period of one or more such Registration Defaults, in an amount equal to \$0.192 per week per \$1,000 principal amount of the Transfer Restricted Securities held by such holder until the applicable registration statement is filed, the exchange offer registration statement is declared effective and the exchange offer is consummated or the shelf registration statement is declared effective or again becomes effective, as the case may be. Following the cure of all Registration Defaults, the accrual of liquidated damages will cease.

The Exchange Offer and Registration Rights Agreement also provides that the issuers and the guarantors of the initial notes

- make available for a period of 180 days after the consummation of the exchange offer a prospectus meeting the requirements of the Securities Act to any broker-dealer for use in connection with any resale of any such exchange notes and
- pay all expenses incident to the exchange offer, including the expense of one counsel to the holders of the exchange notes and the initial notes taken together, and jointly and severally indemnify holders of the initial notes, including any broker-dealer, against liabilities, including liabilities under the Securities Act. A broker-dealer which delivers such a prospectus to purchasers in connection with such resales will be subject to some of the civil liability provisions under the Securities Act and will be bound by the provisions of the Exchange Offer and Registration Rights Agreement, including indemnification rights and obligations.

Each holder of initial notes who wishes to exchange such initial notes for exchange notes in the Exchange Offer is required to make representations, including representations that

(1) any exchange notes to be received by it have been acquired in the ordinary course of its business,

(2) it has no arrangement or understanding with any person to participate in the distribution of the exchange notes and

(3) it is not an "affiliate" as defined in Rule 405 under the Securities Act of SCG Holding, or if it is an affiliate, that it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the holder is not a broker-dealer, it is required to represent that it is not engaged in, and does not intend to engage in, the distribution of the exchange notes. If the holder is a broker-dealer

that receives exchange notes for its own account in exchange for initial notes that were acquired as a result of market-making activities or other trading activities, it is required to acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes.

Holders of the initial notes are required to make representations to the Issuers (as described above) in order to participate in the exchange offer and will be required to deliver information to be used in connection with the shelf registration statement in order to have their initial notes included in the shelf registration statement and benefit from the provisions regarding liquidated damages set forth in the preceding paragraphs. A holder who sells initial notes pursuant to the shelf registration statement generally will be required to be named as a selling securityholder in the related prospectus and to deliver a prospectus to purchasers, will be subject to civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the Exchange Offer and Registration Rights Agreement which are applicable to such a holder (including indemnification obligations).

The foregoing description of the Exchange Offer and Registration Rights Agreement is a summary only, and is qualified in its entirety by reference to all provisions of the Exchange Offer and Registration Rights Agreement.

The exchange notes will be issued in the form of a one or more global notes (collectively, the "Global Note"). The Global Note will be deposited with, or on behalf of, DTC and registered in the name of DTC or its nominee. Except as set forth below, the global note may be transferred in whole and not in part, only to DTC or other nominees of DTC. Investors may hold their beneficial interests for the Global Note directly through DTC if they have an account with DTC or indirectly through organizations which have accounts with DTC.

Exchange notes that are issued as described below under "--Certificated Exchange Notes" will be issued in definitive form. Upon the transfer of an Exchange Note in definitive form, such Exchange Note will, unless the Global Note has previously been exchanged for exchange notes in definitive form, be exchanged for an interest in the Global Note representing the principal amount of exchange notes being transferred.

BOOK-ENTRY PROCEDURES FOR THE GLOBAL NOTE

The descriptions of the operations and procedures of DTC, Euroclear and Cedel set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to change by them from time to time. Neither of the Issuers nor any of the Initial Purchasers takes any responsibility for these operations or procedures, and investors are urged to contact the relevant system or its participants directly to discuss these matters.

DTC has advised the Issuers that it is

- a limited purpose trust company organized under the laws of the State of New York,
- a "banking organization" within the meaning of the New York Banking Law,
- a member of the Federal Reserve System,
- a "clearing corporation" within the meaning of the Uniform Commercial Code, as amended, and
- a "clearing agency" registered pursuant to Section 17A of the Exchange Act.

DTC was created to hold securities for its participants (collectively, the "Participants") and facilitates the clearance and settlement of securities transactions between Participants through electronic book-entry changes to the accounts of its Participants, thereby eliminating the need for physical transfer and delivery of certificates. DTC's Participants include securities brokers and dealers, including the initial purchasers, banks and trust companies, clearing corporations and other organizations. Indirect access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies (collectively, the "Indirect Participants") that clear through or maintain a custodial relationship with a Participant, either directly or indirectly. Investors who are not Participants may beneficially own securities held by or on behalf of DTC only through Participants or Indirect Participants.

The Issuers expect that pursuant to procedures established by DTC

- upon deposit of the Global Note, DTC will credit the accounts of Participants designated by the Initial Purchasers with an interest in the Global Note and
- ownership of the exchange notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the interests of Participants) and the records of Participants and the Indirect Participants (with respect to the interests of persons other than Participants).

The laws of some jurisdictions may require that purchasers of securities take physical delivery of such securities in definitive form. Accordingly, the ability to transfer interests in the Notes represented by a Global Note to such persons may be limited. In addition, because DTC can act only on behalf of its Participants, who in turn act on behalf of persons who hold interests through Participants, the ability of a person having an interest in exchange notes represented by a Global Note to pledge or transfer such interest to persons or entities that do not participate in DTC's system, or to otherwise take actions in respect of such interest, may be affected by the lack of a physical definitive security in respect of such interest.

So long as DTC or its nominee is the registered owner of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the exchange notes represented by the Global Note for all purposes under the Indenture. Except as provided below, owners of beneficial interests in a Global Note will not be entitled to have exchange notes represented by such Global Note registered in their names, will not receive or be entitled to receive physical delivery of Certificated Notes, and will not be considered the owners or holders thereof under the Indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the Trustee thereunder. Accordingly, each holder owning a beneficial interest in a Global Note must rely on the procedures of DTC and, if such holder is not a Participant or an Indirect Participant, on the procedures of the Participant through which such holder owns its interest, to exercise any rights of a holder of exchange notes under the Indenture or such Global Note. The Issuers understand that under existing industry practice, in the event that the Issuers request any action of holders of exchange notes, or a holder that is an owner of a beneficial interest in a Global Note desires to take any action that DTC, as the holder of such Global Note, is entitled to take, DTC would authorize the Participants to take such action and the Participants would authorize holders owning through such Participants to take such action or would otherwise act upon the instruction of such holders. Neither the Issuers nor the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of exchange notes by DTC, or for maintaining, supervising or reviewing any records of DTC relating to such exchange notes.

Payments with respect to the principal of, and premium, if any, and interest on, any exchange notes represented by a Global Note registered in the name of DTC or its nominee on the applicable record date will be payable by the Trustee to or at the direction of DTC or its nominee in its capacity as the registered holder of the Global Note representing such exchange notes under the Indenture. Under the terms of the Indenture, SCG Holding and the Trustee may treat the persons in whose names the exchange notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving payment thereon and for any and all other purposes whatsoever. Accordingly, neither SCG Holding nor the Trustee has or will have any responsibility or liability for the payment of such amounts to owners of beneficial interests in a Global Note (including principal, premium, if any, and interest). Payments by the Participants and the Indirect Participants to the owners of beneficial interests in a Global Note will be governed by standing instructions and customary industry practice and will be the responsibility of the Participants or the Indirect Participants and DTC.

Transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds. Transfers between participants in Euroclear or Cedel will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the exchange notes, cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Cedel participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Cedel, as the case may be, by its respective depository; however, such cross-market transactions will require delivery of instructions to Euroclear or Cedel, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Cedel, as the case may be, will, if the

transaction meets its settlement requirements, deliver instructions to its respective depository to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Cedel participants may not deliver instructions directly to the depositories for Euroclear or Cedel.

Because of time zone differences, the securities account of a Euroclear or Cedel participant purchasing an interest in a Global Note from a Participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Cedel participant, during the securities settlement processing day, which must be a business day for Euroclear and Cedel, immediately following the settlement date of DTC. Cash received in Euroclear or Cedel as a result of sales of interest in a Global Security by or through a Euroclear or Cedel participant to a Participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Cedel cash account only as of the business day for Euroclear or Cedel following DTC's settlement date.

Although DTC, Euroclear and Cedel have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Cedel, they are under no obligation to perform or to continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuers nor the Trustee will have any responsibility for the performance by DTC, Euroclear or Cedel or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

CERTIFICATED NOTES

If any of the following occur:

- the Issuers notify the Trustee in writing that DTC is no longer willing or able to act as a depository or DTC ceases to be registered as a clearing agency under the Exchange Act and a successor depository is not appointed within 90 days of such notice or cessation,
- the Issuers, at their option, notify the Trustee in writing that they elect to cause the issuance of exchange notes in definitive form under the Indenture or
- other events as provided in the Indenture,

then, upon surrender by DTC of the Global Notes, Certificated Notes will be issued to each person that DTC identifies as the beneficial owner of the exchange notes represented by the Global Notes. Upon any such issuance, the Trustee is required to register such Certificated Notes in the name of such person or persons, or the nominee of any thereof, and cause the same to be delivered thereto.

Neither the Issuers nor the Trustee shall be liable for any delay by DTC or any Participant or Indirect Participant in identifying the beneficial owners of the related exchange notes and each such person may conclusively rely on, and shall be protected in relying on, instructions from DTC for all purposes, including with respect to the registration and delivery, and the respective principal amounts, of the exchange notes to be issued.

YEAR 2000

DTC management is aware that some computer applications, systems, and the like for processing data that are dependent upon calendar dates, including dates before, on, and after January 1, 2000, may encounter "year 2000 problems." DTC has informed its Participants and other members of the financial community that it has developed and is implementing a program so that its systems, as the same relate to the timely payment of distributions, including principal and income payments, to security holders, book-entry deliveries, and settlement of trades within DTC, continue to function appropriately. This program includes a technical assessment and remediation plan, each of which is

complete. Additionally, DTC's plan includes a testing phase, which is expected to be completed within appropriate time frames.

However, DTC's ability to perform properly its services is also dependent upon other parties, including but not limited to issuers and their agents, as well as third-party vendors from whom DTC licenses software and hardware, and third-party vendors on whom DTC relies for information or the provision of services, including telecommunication and electrical utility service providers, among others. DTC has informed the Industry that it is contacting and will continue to contact third-party vendors from whom DTC acquires services to:

- impress upon them the importance of such services being year 2000 compliant; and

- determine the extent of their efforts for year 2000 remediation and, as appropriate, testing of their services.

In addition, DTC is in the process of developing such contingency plans as it deems appropriate.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a discussion of material United States federal income tax consequences and other tax consequences of the acquisition, ownership and disposition of the initial notes. Unless otherwise stated, this discussion is limited to the tax consequences to those persons who are original beneficial owners of the initial notes and who hold such notes as capital assets ("Holders"). This discussion does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase the initial notes by any particular investor and does not address specific tax consequences that may be relevant to particular persons (including, for example, financial institutions, broker-dealers, insurance companies, tax-exempt organizations, persons that have a functional currency other than the U.S. dollar and persons in special situations, such as those who hold initial notes as part of a straddle, hedge, conversion transaction, or other integrated investment). This discussion does not address U.S. federal alternative minimum tax consequences, and does not describe any tax consequences arising under U.S. federal gift and estate or other federal tax laws or under the tax laws of any state, local or foreign jurisdiction. This discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Department regulations promulgated thereunder, and administrative and judicial interpretations thereof, all as of the date hereof and all of which are subject to change, possibly on a retroactive basis.

INVESTORS ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO THEM, AS A RESULT OF THEIR INDIVIDUAL CIRCUMSTANCES, OF THE EXCHANGE OF THE INITIAL NOTES FOR THE EXCHANGE NOTES AND OF THE OWNERSHIP AND DISPOSITION OF EXCHANGE NOTES RECEIVED IN THE EXCHANGE OFFER, INCLUDING THE APPLICATION OF STATE, LOCAL, FOREIGN OR OTHER TAX LAWS.

U.S. FEDERAL INCOME TAXATION OF U.S. HOLDERS

The following discussion is limited to the U.S. federal income tax consequences relevant to a Holder that is a citizen or individual resident of the United States, a U.S. domestic corporation or any other person that is subject to U.S. federal income tax on a net income basis in respect of its investment in the initial notes (a "U.S. Holder").

PAYMENTS OF INTEREST

Interest on a note will generally be includible in the income of a U.S. Holder in accordance with the U.S. Holder's regular method of accounting for U.S. federal income tax purposes.

DISPOSITION OF NOTES

Upon the sale, exchange, redemption, retirement at maturity or other disposition of a note, a U.S. Holder generally will recognize taxable gain or loss equal to the difference between (1) the sum of cash plus the fair market value of all other property received on such disposition, except to the extent such cash or property is attributable to accrued but unpaid interest, which will be taxable as ordinary income, and (2) such beneficial owner's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in an initial note generally will equal the cost of the initial note to such Holder, less any principal payments received by such Holder.

Gain or loss recognized on the disposition of a note generally will be capital gain or loss, and will be long-term capital gain or loss if, at the time of such disposition, the U.S. Holder's holding period for the note is more than 12 months. The maximum federal long-term capital gain rate is 20% for noncorporate U.S. Holders and 35% for corporate U.S. Holders. The deductibility of capital losses by U.S. Holders is subject to limitations.

U.S. FEDERAL INCOME TAXATION OF EXCHANGE OFFER

The exchange pursuant to the exchange offer contemplated herein will not be a taxable event for U.S. federal income tax purposes. As a result, a Holder of an initial note whose initial note is accepted in the exchange offer will not recognize gain or loss on the Exchange. A tendering Holder's tax basis in the exchange notes will be the same as such Holder's tax basis in the initial notes for which they are exchanged. A tendering Holder's holding period for the notes received pursuant to the exchange offer will include its holding period for the initial notes surrendered therefor.

U.S. FEDERAL INCOME TAXATION OF NON-U.S. HOLDERS

PAYMENTS OF INTEREST

Subject to the discussion of backup withholding below, payments of principal and interest on the notes by us or any of our agents to a holder of the notes that is, with respect to the United States, a foreign corporation or non-resident alien individual (a "Non-U.S. Holder") will not be subject to withholding of United States federal income tax, provided that, with respect to payments of interest, (i) the Non-U.S. Holder does not actually or constructively own 10 percent or more of the combined voting power of all classes of stock of SCG Holding and is not a controlled foreign corporation related to SCG Holding through stock ownership and (ii) the beneficial owner provides a statement signed under penalties of perjury that includes its name and address and certifies that it is a Non-U.S. Holder in compliance with applicable requirements (or, with respect to payments made after December 31, 2000, satisfies documentary evidence requirements ("New Regulations") for establishing that it is a Non-U.S. Holder).

DISPOSITION OF NOTES

No withholding of United States federal income tax will be required with respect to any gain or income realized by a Non-U.S. Holder upon the sale, exchange or disposition of a Note.

A Non-U.S. Holder will not be subject to U.S. federal income tax on gain realized on the sale, exchange or other disposition of a note unless (a) the Non-U.S. Holder is an individual who is present in the United States for a period or periods aggregating 183 or more days in the taxable year of the disposition and other conditions are met, or (b) such gain or income is effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States.

EACH NON-U.S. HOLDER IS URGED TO CONSULT THE HOLDER'S TAX ADVISOR AS TO THE APPLICATION OF THE NEW REGULATIONS AND THE PROCEDURES FOR ESTABLISHING AN EXEMPTION FROM WITHHOLDING TAX.

INFORMATION REPORTING AND BACKUP WITHHOLDING

We are required to file information returns with the Internal Revenue Service with respect to payments made to some U.S. Holders of notes. In addition, some U.S. Holders may be subject to a 31 percent backup withholding tax in respect of such payments if they do not provide their taxpayer identification numbers to us. Non-U.S. Holders of Notes may be required to comply with applicable certification procedures to establish that they are not U.S. holders in order to avoid the application of such information reporting requirements and backup withholding tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against the person's U.S. federal income tax liability provided that required information is furnished to the Internal Revenue Service.

EACH NON-U.S. HOLDER IS URGED TO CONSULT SUCH HOLDER'S TAX ADVISOR AS TO THE APPLICATION OF THE NEW REGULATIONS AND THE PROCEDURES FOR ESTABLISHING AN EXEMPTION FROM BACKUP WITHHOLDING.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for initial notes where such initial notes were acquired as a result of market-making activities or other trading activities. The Issuers have agreed that, for a period of 180 days after the expiration date, they will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until _____, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

The issuers will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date, the Issuers will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. The Issuers have agreed to pay all expenses incident to the exchange offer, including the expenses of one counsel for the holders of the initial notes, other than commissions or concessions of any broker-dealers and will indemnify the holders of the initial notes, including any broker-dealers, against liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the exchange notes, will be passed upon for us by Cleary, Gottlieb, Steen & Hamilton, New York, New York.

EXPERTS

The combined balance sheets as of December 31, 1997 and 1998 and the combined statements of revenues less direct and allocated expenses before taxes for each of the years in the three-year period ended December 31, 1998 of the Semiconductor Components Group of Motorola, Inc. have been included herein in reliance upon the report of KPMG LLP, independent certified public accountants, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

GLOSSARY

Analog Product.....	Products that operate on non-digital signals.
BiCMOS.....	A hybrid of CMOS and bipolar technologies.
Bipolar.....	A manufacturing process that uses two opposite electrical poles to build semiconductors.
CMOS.....	Complementary Metal Oxide Semiconductor.
Die.....	A piece of a semiconductor wafer containing the circuitry of a single chip.
Digital Products.....	Products that operate on digital signals, where electronic signals are treated as either "one" or "zero."
Diode.....	An electronic device that allows current to flow in only one direction.
Discrete Product.....	Individual diodes or transistors that perform basic signal conditioning and switching functions in electronic circuits.
Fab.....	The facility that fabricates wafers.
IGBT.....	Insulated Gate Bipolar Transistor.
Lead Frames.....	A conductive frame that brings the electrical signals to and from the die.
MOS.....	Metal Oxide Semiconductor.
Package.....	A protective case that surrounds the die, consisting of a plastic housing and a lead frame.
Semiconductor.....	A material with electrical conducting properties in between those of metals and insulators. (Metals always conduct and insulators never conduct, but semiconductors sometimes conduct.) This is the building block of all integrated circuits and diode devices.
Standard Analog Products.....	Simple analog semiconductors (as opposed to more complex products, such as mixed-signal devices or customized analog products) that are used for both interface, power control and power protection functions in electronic systems.

Standard Logic Products..... Simple logic semiconductors (as opposed to more complex products, such as microprocessors or application-specific integrated circuits) that are used primarily for interfacing functions, such as interconnecting and routing electronic signals within an electronic system.

Transistor..... An individual circuit that can amplify or switch electric current.

Wafer..... Round, flat piece of silicon that is the base material in the semiconductor manufacturing process.

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
Motorola, Inc.:

We have audited the accompanying combined balance sheets of the Semiconductor Components Group of Motorola, Inc. ("the Company" or "the Business") as of December 31, 1997 and 1998 and the accompanying combined statements of revenues less direct and allocated expenses before taxes for each of the years in the three-year period ended December 31, 1998. These combined statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statements. We believe that our audits provide a reasonable basis for our opinion.

The accompanying combined statements were prepared to comply with the rules and regulations of the Securities and Exchange Commission and on the basis of presentation as described in Note 1. The accompanying combined statements present the combined assets, liabilities and business equity and the related combined revenues less direct and allocated expenses before taxes of the Business, and are not intended to be a complete presentation of the Business' financial position, results of operations or cash flows. The results of operations before taxes are not necessarily indicative of the results of operations before taxes that would be recorded by the Company on a stand-alone basis.

In our opinion, the accompanying combined statements present fairly, in all material respects, the combined assets, liabilities and business equity of the Business as of December 31, 1997 and 1998 and its combined revenues less direct and allocated expenses before taxes for each of the years in the three-year period ended December 31, 1998, on the basis described in Note 1, in conformity with generally accepted accounting principles.

KPMG LLP

Phoenix, Arizona
January 18, 1999, except as to Note 12
which is as of May 11, 1999

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

COMBINED BALANCE SHEETS

(IN MILLIONS)

	DECEMBER 31,	
	1997	1998
	-----	-----
ASSETS		
Current assets:		
Inventories.....	\$231.1	201.7
Other.....	13.7	9.2
Total current assets.....	244.8	210.9
Property, plant and equipment, net.....	614.2	512.3
Other assets.....	41.6	53.3
Total assets.....	\$900.6	776.5
	=====	=====
LIABILITIES AND BUSINESS EQUITY		
Current liabilities:		
Accounts payable.....	\$ 7.5	9.5
Accrued expenses.....	13.4	81.4
Total current liabilities.....	20.9	90.9
Non-current liabilities.....	13.3	4.6
Commitments and contingencies		
Business equity.....	866.4	681.0
Total liabilities and business equity.....	\$900.6	776.5
	=====	=====

See accompanying notes to combined financial statements.

SEMICONDUCTOR COMPONENTS GROUP OF
MOTOROLA, INC.
COMBINED STATEMENTS OF REVENUES LESS DIRECT AND
ALLOCATED EXPENSES BEFORE TAXES
(IN MILLIONS)

	YEARS ENDED DECEMBER 31,			NINE MONTHS ENDED	PERIOD FROM
	1996	1997	1998	SEPTEMBER 26, 1998	JANUARY 1, 1999 THROUGH AUGUST 3, 1999
				(UNAUDITED)	
Revenues:					
Net sales--trade.....	\$1,748.0	1,815.2	1,493.4	1,133.3	894.3
Direct and allocated costs and expenses:					
Cost of sales.....	1,128.8	1,119.6	1,068.8	810.1	626.7
Research and development...	71.7	65.7	67.5	53.1	34.3
Selling and marketing.....	94.4	110.7	92.4	70.8	39.0
General and administrative.....	150.8	239.8	201.6	158.6	85.0
Restructuring and other charges.....	--	--	189.8	189.8	--
Operating costs and expenses.....	1,445.7	1,535.8	1,620.1	1,282.4	785.0
	302.3	279.4	(126.7)	(149.1)	109.3
Other income (expenses):					
Equity in earnings from joint ventures.....	2.4	1.6	8.4	3.7	3.0
Interest expense.....	(15.0)	(11.0)	(18.0)	(11.4)	(7.5)
Other expenses, net.....	(12.6)	(9.4)	(9.6)	(7.7)	(4.5)
Revenues less direct and allocated expenses before taxes.....	\$ 289.7	270.0	(136.3)	(156.8)	104.8
	=====	=====	=====	=====	=====

See accompanying notes to combined financial statements.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
THROUGH AUGUST 3, 1999 IS UNAUDITED

(1) BASIS OF PRESENTATION

The Semiconductor Components Group ("SCG" or "the Business") is defined as the discrete and integrated circuits standard products of the Semiconductor Products Sector ("SPS") of Motorola, Inc. ("Motorola"), including Power BiPolar, Rectifiers, Thyristors, Zeners, TMOS, Analog, ECL, Small Signal and Logic Products. Manufacturing operations for the Business are primarily conducted in plants in Guadalajara, Mexico, Carmona, Philippines, Seremban, Malaysia (2 Plants), Phoenix, Arizona, United States and Aizu, Japan (collectively referred to as "SCG plants"). Certain manufacturing operations related to SCG products are also performed at other SPS plants. Similarly, certain SCG plants perform manufacturing operations related to other SPS product lines. SCG also has investments in various joint ventures which are accounted for on the equity method.

The accompanying combined balance sheets do not include Motorola's or SPS's sector assets or liabilities not specifically identifiable to SCG. Motorola performs cash management on a centralized basis and SPS processes receivables and certain payables, payroll and other activity for SCG. Most of these systems are not designed to track receivables, liabilities and cash receipts and payments on a business specific basis. Accordingly, it is not practical to determine certain assets and liabilities associated with the business; therefore, such assets and liabilities cannot be included in the accompanying combined balance sheets. Given these constraints, certain supplemental cash flow information is presented in lieu of a statement of cash flows. (See Note 8.) Assets and liabilities not specifically identifiable to the Business include:

(A) Cash, cash equivalents and investments. Activity in SCG cash balances is recorded through the business equity account.

(B) Trade accounts receivable and related allowances for bad debts and product returns. Trade receivable balances are maintained by customer, not by the Business. Estimated allowances for product returns are reflected in SCG net sales. Accounts receivable related to SCG are allocated through the business equity account.

(C) Accounts payable related to trade purchases that are made centrally by SPS in the United States. Such purchases related to SCG are allocated to SCG through the business equity account.

(D) Certain accrued liabilities for allocated corporate costs and environmental and pension costs which are allocated to SCG through the business equity account.

The combined statements of revenues less direct and allocated expenses before taxes includes all revenues and costs attributable to the Business including an allocation of the costs of shared facilities and overhead of Motorola and SPS. In addition, certain costs incurred at SCG plants for the benefit of other SPS product lines are allocated from SCG to the other SPS divisions.

All of the allocations and estimates in the combined statements of revenues less direct and allocated expenses before taxes are based on assumptions that management believes are reasonable under the circumstances. However, these allocations and estimates are not necessarily indicative of the costs that would have resulted if the Business had been operated on a stand-alone basis.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
THROUGH AUGUST 3, 1999 IS UNAUDITED

(1) BASIS OF PRESENTATION (CONTINUED)

Transactions between the Business and other Motorola and SPS operations have been identified in the combined statements as transactions between related parties to the extent practicable (See Note 2).

The accompanying unaudited combined financial statements of the Business have been prepared in accordance with generally accepted accounting principles for interim financial information and on the same basis of presentation as the audited combined financial statements. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for financial statements. In the opinion of the Business, the interim data includes all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the results for the interim periods.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(A) BASIS OF COMBINATION

All significant intercompany balances and transactions within the Business have been eliminated.

(B) REVENUE RECOGNITION

Revenues from the sale of SCG semiconductor products is generally recognized when shipped, with a provision for estimated returns and allowances recorded at the time of shipment.

(C) RELATED PARTY TRANSACTIONS

SCG manufactures products for other sectors of Motorola. Sales of these products are treated as external sales and are reflected in the accompanying combined statements of revenues less direct and allocated expenses before taxes with the related cost of sales. These sales totaled \$131.5 million, \$126.9 million and \$105.7 million for the years ended December 31, 1996, 1997 and 1998, respectively. These sales totaled \$77.6 million and \$76.1 million for the nine months ended September 26, 1998 and for the period from January 1, 1999 through August 3, 1999, respectively.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
 SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
 THROUGH AUGUST 3, 1999 IS UNAUDITED

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

SCG also manufactures products, at cost, for other SPS divisions and these other divisions also manufacture products for SCG. The gross amounts charged to/from SCG for these products are summarized as follows:

	YEARS ENDED DECEMBER 31,			NINE MONTHS	JANUARY 1,
	1996	1997	1998	ENDED SEPTEMBER 26, 1998	1999 THROUGH AUGUST 3, 1999
	(IN MILLIONS)			(UNAUDITED)	
Manufacturing services performed by other SPS divisions on behalf of SCG.....	\$322.7	310.5	266.8	212.6	125.5
	=====	=====	=====	=====	=====
Manufacturing services performed by SCG and transferred at actual production costs to other SPS divisions.....	\$159.5	177.4	162.3	126.3	91.0
	=====	=====	=====	=====	=====

A portion of manufacturing costs transferred from other SPS divisions to SCG are capitalized into inventory at worldwide standard cost and are recorded as cost of sales as related product sales are recognized. Variations between worldwide standard cost and the actual costs transferred from other SPS divisions are considered period costs and are immediately charged to operations.

Where it is possible to specifically identify other operating costs with the activities of SCG or other SPS product lines, these amounts have been charged or credited directly to SCG or SPS product lines without allocation or apportionment. Although a number of different approaches are used to allocate shared or common costs, there is usually a predominant basis for each expense category. Accordingly, research and development costs have been allocated from SPS based predominately on dedicated spending. Research and development from Motorola is first allocated to SPS and then allocated 20% to SCG as SCG is one of five divisions within SPS. Selling and marketing expenses from SPS have been allocated 20% to SCG and general and administrative expenses from Motorola and SPS have been allocated 20% to SCG. Prior to changing to this allocation structure in July, 1997, allocations to SCG for research and development, selling and marketing, and general and administrative expenses were based on budgeted sales volume. This change had an insignificant impact on the amount of the allocated costs.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
 SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
 THROUGH AUGUST 3, 1999 IS UNAUDITED

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Total amounts allocated to SCG for research and development, selling and marketing, and general and administrative expenses were as follows:

	YEARS ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 26, 1998	JANUARY 1, 1999 THROUGH AUGUST 3, 1999
	1996	1997	1998		
	(IN MILLIONS)			(UNAUDITED)	
Research and development.....	\$34.8 =====	34.6 =====	33.1 =====	26.7 =====	13.3 =====
Selling and marketing.....	\$39.5 =====	4.3 =====	3.7 =====	2.9 =====	2.2 =====
General and administrative.....	\$87.2 =====	117.0 =====	115.2 =====	94.4 =====	50.0 =====

These cost allocations are included in the accompanying combined statements of revenues less direct and allocated expenses before taxes but are not necessarily indicative of the costs that would be incurred by the Business on a stand-alone basis.

(D) INVENTORIES

Inventories are stated at the lower of worldwide standard cost, which approximates actual cost on a first-in, first-out basis, or market. The main components of inventories are as follows:

	DECEMBER 31,	
	1997	1998
	(IN MILLIONS)	
Raw materials.....	\$ 21.5	20.0
Work in process.....	109.1	103.1
Finished goods.....	100.5	78.6
Total Inventories.....	\$231.1 =====	201.7 =====

(E) PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment are recorded at cost. Many of these assets are directly related to SCG and are included without apportionment. SCG also shares certain property, plant, and equipment with other SPS product lines. These shared assets have been allocated to SCG based on sales volume for buildings, land, and other general assets and units of production for machinery and equipment.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
 SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
 THROUGH AUGUST 3, 1999 IS UNAUDITED

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Depreciation is computed over the following estimated useful lives
 predominately on the straightline method:

Buildings.....	30-40 years
Machinery and equipment.....	3-8 years

SCG has adopted the provisions of Statement of Financial Accounting
 Standards ("SFAS") No. 121, ACCOUNTING FOR THE IMPAIRMENT OF LONG-LIVED ASSETS
 AND FOR LONG-LIVED ASSETS TO BE DISPOSED OF, which requires recognition of
 impairment of long-lived assets whenever events or changes in circumstances
 indicate the carrying value of such assets exceeds the future undiscounted cash
 flows attributable to such assets. During 1998, SCG incurred restructuring and
 other charges which included impairment writedowns of \$53.9 million related to
 machinery and equipment (see Note 9).

	DECEMBER 31,	
	1997	1998
	(IN MILLIONS)	
Land.....	\$ 9.6	10.3
Buildings.....	423.6	419.5
Machinery and equipment.....	1,199.3	1,181.1
Total property, plant and equipment.....	1,632.5	1,610.9
Less accumulated depreciation.....	1,018.3	1,098.6
	\$ 614.2	512.3

(F) INTEREST EXPENSE

Motorola had net interest expense on a consolidated basis for all periods
 presented. These amounts have been allocated to SPS and in turn to SCG in the
 amount of approximately \$15.0 million, \$11.0 million and \$18.0 million for the
 years ended December 31, 1996, 1997 and 1998, respectively, and \$11.4 million
 and \$7.5 million for the nine months ended September 26, 1998 and for the period
 from January 1, 1999 through August 3, 1999, respectively, primarily on the
 basis of net assets. SCG management believes this allocation is reasonable, but
 it is not necessarily indicative of the cost that would have been incurred if
 the Business had been operated on a stand-alone basis.

(G) CURRENCIES AND FOREIGN CURRENCY INSTRUMENTS

SCG's functional currency for all foreign operations is the U.S. dollar,
 except for Japan and Europe which is the local currency. Accordingly, the net
 effect of gains and losses from translation of foreign currency financial
 statements into U.S. dollars is included in current operations. The net

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
 SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
 THROUGH AUGUST 3, 1999 IS UNAUDITED

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

translation gains and losses for Japan and Europe are not significant and are included as a component of business equity. Gains and losses resulting from foreign currency transactions are included in current operations and were not significant for 1996, 1997 or 1998.

(H) USE OF ESTIMATES IN PREPARATION OF FINANCIAL STATEMENTS

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(3) ACCRUED EXPENSES

The components of accrued expenses are as follows:

	DECEMBER 31,	
	-----	-----
	1997	1998
	-----	-----
	(IN MILLIONS)	
Payroll and employee related accruals.....	\$ 6.3	7.1
Restructuring charges.....	--	68.0
Other accruals.....	7.1	6.3
	-----	-----
Total accrued expenses.....	\$13.4	81.4
	=====	=====

(4) EMPLOYEE BENEFIT PLANS

Employees of SCG participate in several Motorola retirement, employee benefit, and incentive plans. These include (1) a profit sharing plan, (2) a stock bonus plan, (3) a salary deferral 401(k) plan and (4) pension and healthcare benefit plans. Motorola also has a stock option plan under which key employees of SCG may be granted nonqualified or incentive stock options to purchase shares of Motorola common stock. Certain key employees and certain management of SCG also participate in various incentive arrangements based on individual performance and Motorola/SPS/ SCG profitability. The costs of these programs were allocated from Motorola to SPS and then to SCG on the basis of payroll costs and headcount and are not necessarily indicative of the costs that would be incurred on a stand-alone basis.

SCG employees in foreign countries participate in a retirement plan within the country. In each case, the plan meets local and legal requirements of that particular country and is based on defined years of service. Each country's plan is unfunded and is accrued for in the accompanying combined balance sheets based on actuarially determined amounts.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
 SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
 THROUGH AUGUST 3, 1999 IS UNAUDITED

(5) CONTINGENCIES

Motorola is currently a defendant in certain legal actions relating to SCG. In the opinion of management, the outcome of such litigation will not have a material adverse effect on the business equity, operations or liquidity of SCG.

Motorola is also involved in certain administrative and judicial proceedings related to certain environmental matters at SCG locations. Based on information currently available, management believes that the costs of these matters are not likely to have a material adverse effect on business equity, operations or liquidity of SCG.

(6) BUSINESS EQUITY

Business equity represents Motorola's ownership interest in the recorded net assets of SCG. All cash transactions, accounts receivable, accounts payable in the United States, other allocations and intercompany transactions are reflected in this amount. A summary of activity is as follows:

	YEARS ENDED DECEMBER 31,			NINE MONTHS	JANUARY 1,
	1996	1997	1998	ENDED SEPTEMBER 26, 1998	1999 THROUGH AUGUST 3, 1999
	(IN MILLIONS)			(UNAUDITED)	
Balance at beginning of period.....	\$ 689.7	746.1	866.4	866.4	681.0
Revenues less direct and allocated expenses					
before taxes.....	289.7	270.0	(136.3)	(156.8)	104.8
Net intercompany activity.....	(233.3)	(149.7)	(49.1)	(32.3)	(83.9)
Balance at end of period.....	\$ 746.1	866.4	681.0	677.3	701.9
	=====	=====	=====	=====	=====

(7) INDUSTRY AND GEOGRAPHIC INFORMATION

The Business operates in one industry segment and is engaged in the design, development, manufacture and marketing of a wide variety of semiconductor products for the semiconductor industry and original equipment manufacturers. SCG operates in various geographic locations. In the information that follows, sales include local sales and exports made by operations within each area. To control costs, a substantial portion of SCG's products are transported between various SCG and SPS facilities in the process of being manufactured and sold. Accordingly, it is not meaningful to present interlocation transfers between SCG facilities on a stand alone basis. Sales to unaffiliated customers have little correlation with the location of manufacture. It is, therefore, not meaningful to present operating profit by geographical location.

SCG conducts a substantial portion of its operations outside of the United States and is subject to risks associated with non-U.S. operations, such as political risks, currency controls and fluctuations, tariffs, import controls and air transportation.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
THROUGH AUGUST 3, 1999 IS UNAUDITED

(7) INDUSTRY AND GEOGRAPHIC INFORMATION (CONTINUED)

Property, plant and equipment by geographic location is summarized as follows:

	DECEMBER 31,	
	1997	1998
	(IN MILLIONS)	
United States.....	\$283.2	210.4
Malaysia.....	97.2	102.7
Philippines.....	42.8	40.1
Japan.....	30.5	31.3
Mexico.....	28.6	30.3
Other foreign countries.....	131.9	97.5
Total.....	\$614.2	512.3

Sales to unaffiliated customers by geographic location is summarized as follows:

	YEARS ENDED DECEMBER 31,			NINE MONTHS	JANUARY 1,
	1996	1997	1998	ENDED SEPTEMBER 26, 1998	1999 THROUGH AUGUST 3, 1999
	(IN MILLIONS)			(UNAUDITED)	
United States.....	\$ 766.1	804.4	636.4	493.2	374.0
Germany.....	106.1	107.7	108.0	84.1	61.2
Hong Kong.....	112.5	117.1	107.4	80.4	78.0
Japan.....	182.7	188.7	127.4	97.5	76.7
Singapore.....	115.8	137.6	98.2	70.0	75.1
Taiwan.....	80.1	81.9	71.0	53.1	33.9
Other foreign countries.....	384.7	377.8	345.0	255.0	195.4
Total.....	\$1,748.0	1,815.2	1,493.4	1,133.3	894.3

As discussed in note 2, sales to other sectors of Motorola are treated as sales to unaffiliated customers.

(8) SUPPLEMENTAL CASH FLOW INFORMATION

As described in note 1, Motorola's cash management system is not designed to track centralized cash and related financing transactions to the specific cash requirements of the Business. In addition, SPS's transaction systems are not designed to track receivables and certain liabilities and

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
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(8) SUPPLEMENTAL CASH FLOW INFORMATION (CONTINUED)

cash receipts and payments on a business specific basis. Given these constraints, the following data are presented to facilitate analysis of key components of cash flow activity:

	YEARS ENDED DECEMBER 31,			NINE MONTHS	JANUARY 1,
	1996	1997	1998	ENDED SEPTEMBER 26, 1998	1999 THROUGH AUGUST 3, 1999
	(IN MILLIONS)				
Operating activities:					
Revenues less direct and allocated expenses before taxes.....	\$ 289.7	270.0	(136.3)	(156.8)	104.8
Depreciation.....	130.6	133.3	129.2	92.9	73.4
Impairment write down on property, plant and equipment.....	--	--	53.9	53.9	--
(Increase) decrease in inventories.....	12.0	(86.8)	29.4	14.4	(28.1)
Decrease in other current assets.....	.9	1.1	4.5	2.4	(0.8)
Increase in other assets.....	(7.6)	(21.5)	(11.7)	(0.2)	(14.1)
Increase (decrease) in accounts payable and accrued expenses.....	(3.0)	6.4	70.0	106.1	(24.1)
Increase (decrease) in non-current liabilities.....	1.4	5.0	(8.7)	(8.6)	0.3
Cash flow from operating activities, excluding Motorola financing and taxes.....	424.0	307.5	130.3	104.1	111.4
Investing activities:					
Capital expenditures, net of transfers.....	(190.7)	(157.8)	(81.2)	(71.8)	(27.5)
Net financing provided to Motorola*....	\$ 233.3	149.7	49.1	32.3	83.9

* The difference between cash flow from operating activities and investing activities does not necessarily represent the cash flows of the Business, or the timing of such cash flows, had it operated on a stand-alone basis.

(9) RESTRUCTURING AND OTHER CHARGES

In June 1998, Motorola recorded a charge to cover restructuring costs related to the consolidation of manufacturing operations, the exit of non-strategic or poorly performing businesses and a reduction in worldwide employment by 20,000 employees. Asset impairment and other charges were also recorded for the writedown of assets which had become impaired as a result of current business conditions or business portfolio decisions. Motorola recorded its charge in the following restructuring categories:

CONSOLIDATION OF MANUFACTURING OPERATIONS

Consolidation of manufacturing operations relates to the closing of production and distribution facilities and selling or disposing of the machinery and equipment that was no longer needed and, in some cases, scrapping excess assets that had no net realizable value. The buildings associated with these production facilities, in many cases were sold to outside parties. Also included in this restructuring category were costs related to shutting down or reducing the capacity of certain

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
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(9) RESTRUCTURING AND OTHER CHARGES (CONTINUED)

production lines. In most cases, older facilities with older technologies or non-strategic products were closed. Machinery and equipment write downs related to equipment that would no longer be utilized comprised the majority of these costs. These assets have been deemed to be held for use until such time as they are removed from service and, therefore, no longer utilized in manufacturing products. An assessment was made as to whether or not there was an asset impairment related to the valuation of these assets in determining what the amount of the write down included in the restructuring charge should be for this machinery and equipment. This assessment utilized the anticipated future undiscounted cash flows generated by the equipment as well as its ultimate value upon disposition.

The charges in this restructuring category do not include any costs related to the abandonment or sub-lease of facilities, moving expenses, inventory disposals or write downs, or litigation or environmental obligations.

As part of the consolidation of manufacturing operations, certain SPS facilities in North Carolina, California, Arizona and the Philippines are being closed as planned. SPS is consolidating its production facilities into fewer integrated factories to achieve economies of scale and improved efficiencies and to capitalize on new technologies that should reduce operating costs.

BUSINESS EXITS

Business exit costs include costs associated with shutting down businesses that did not fit with Motorola's new strategy. In many cases, these businesses used older technologies that produced non-strategic products. The long-term growth and margins associated with these businesses were not in line with Motorola's expectations given the level of investment and returns. Included in these business exit costs were the costs of terminating technology agreements and selling or liquidating interests in joint ventures that did not fit with the new strategy of Motorola. Similar to consolidation of manufacturing operations, the charges in this restructuring category did not include any costs related to the abandonment or sublease of facilities, moving expenses, inventory disposals or write downs, or litigation or environmental obligations.

EMPLOYEE SEPARATIONS

Employee separation costs represent the costs of involuntary severance benefits for the 20,000 positions identified as subject to severance under the restructuring plan and special voluntary termination benefits offered beginning in the third quarter of 1998. The special voluntary termination benefits provided for one week of pay for each year of service between years 1-10, two weeks of pay for each year of service between years 11-19, and three weeks of pay for each year of service for year 20 and greater. The majority of employees who accepted special voluntary termination benefits did so by the end of the year, although severance payments were not completed by that time. The majority of the special voluntary termination benefits expired at the end of the fourth quarter of 1998.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
SEPTEMBER 26, 1998 AND FOR THE PERIOD FROM JANUARY 1, 1999
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(9) RESTRUCTURING AND OTHER CHARGES (CONTINUED)

As of December 31, 1998, approximately 13,800 employees have separated from Motorola through a combination of voluntary and involuntary severance programs. Of the 13,800 separated employees, approximately 8,200 were direct employees and 5,600 were indirect employees. Direct employees are primarily non-supervisory production employees, and indirect employees are primarily non-production employees and production managers.

ASSET IMPAIRMENTS AND OTHER CHARGES

As a result of current and projected business conditions, Motorola wrote down operating assets that became impaired. The majority of the assets written down were used manufacturing equipment and machinery.

The amount of impairment charge for the assets written down was based upon an estimate of the future cash flows expected from the use of the assets, as well as upon their eventual disposition. These undiscounted cash flows were then compared to the net book value of the equipment, and impairment was determined based on that comparison. Cash flows were determined at the facility level for certain production facilities based upon anticipated sales value of the products to be produced and the costs of producing the products at those facilities. In cases in which sufficient cash flows were not going to be generated by the equipment at those facilities, the assets were written down to their estimated fair value. These estimated fair values were based upon what the assets could be sold for in a transaction with an unrelated third party. Since the majority of these assets were machinery and equipment, Motorola was able to utilize current market prices for comparable equipment in the marketplace in assessing what would be the fair value upon sale of the equipment.

Building writedowns were based on marketability factors of the building in the particular location.

Assets held for use continue to be depreciated based on an evaluation of their remaining useful lives and their ultimate values upon disposition. There were no assets held for sale at December 31, 1998 nor were any impaired assets disposed of prior to that date.

SCG'S RESTRUCTURING CHARGE

SCG's charges related to these actions were \$189.8 million of which \$53.9 million represented asset impairments charged directly against machinery and equipment. SCG's employment reductions will total approximately 3,900 of which approximately 2,500 (1,600 direct employees and 900 indirect employees) had separated from SCG as of December 31, 1998. Approximately 3,000 (1,800 direct employees and 1,200 indirect employees) had separated from SCG as of August 3, 1999.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
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(9) RESTRUCTURING AND OTHER CHARGES (CONTINUED)

At December 31, 1998, \$68.0 million of restructuring accruals remain outstanding. The following table displays a rollforward to December 31, 1998 of the accruals established during the second quarter of 1998:

	INITIAL CHARGES	AMOUNTS USED	ACCRUALS AT DECEMBER 31, 1998
	(IN MILLIONS)		
Consolidation of manufacturing operations.....	\$ 13.2	--	13.2
Business exits.....	20.7	9.4	11.3
Employee separations.....	102.0	58.5	43.5
	-----	-----	-----
Total restructuring.....	135.9	67.9	68.0
	-----	-----	-----
Asset impairments and other charges.....	53.9	53.9	--
	-----	-----	-----
Total.....	\$189.8	121.8	68.0
	=====	=====	=====

SCG's remaining accrual at December 31, 1998 of \$13.2 million for the consolidation of manufacturing operations represents the finalization of the plant closings in Arizona and the Philippines. Within the business exits category, the remaining accrual of \$11.3 million at December 31, 1998 relates to costs of exiting two unprofitable product lines. SCG's remaining accrual of \$43.5 million at December 31, 1998 for employee separations relates to the completion of severance payments in Japan, Asia, the U.K. and Arizona.

SCG's total amount used of \$121.8 million through December 31, 1998 reflects approximately \$63.6 million in cash payments and \$58.2 million in write-offs. The remaining \$68.0 million accrual balance at December 31, 1998 is expected to be liquidated via cash payments.

At August 3, 1999, \$43.1 million of restructuring accruals remain outstanding. The following table displays a rollforward from December 31, 1998 to August 3, 1999, of the accruals established during the second quarter of 1999:

	ACCRUALS AT DECEMBER 31, 1998	1999 AMOUNTS USED	ACCRUALS AT AUGUST 3, 1999
	(IN MILLIONS)		
Consolidation of manufacturing operations.....	\$13.2	3.8	9.4
Business exits.....	11.3	6.4	4.9
Employee separations.....	43.5	14.7	28.8
	-----	-----	-----
Total restructuring.....	68.0	24.9	43.1
	-----	-----	-----
Asset impairments and other charges.....	--	--	--
	-----	-----	-----
Total.....	\$68.0	24.9	43.1
	=====	=====	=====

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
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(9) RESTRUCTURING AND OTHER CHARGES (CONTINUED)

SCG's remaining accrual at August 3, 1999 of \$9.4 million for the consolidation of manufacturing operations represents the finalization of the plant closings in Arizona and the Philippines. Within the business exits category, the remaining accrual of \$4.9 million at August 3, 1999 relates to costs of exiting two unprofitable product lines. SCG's remaining accrual of \$28.8 million at August 3, 1999 for employee separations relates to the completion of severance payments in Japan, Asia, the U.K. and Arizona. SCG's total 1999 amount used of \$24.9 million through August 3, 1999 reflects cash payments. The remaining \$43.1 million accrual balance at August 3, 1999 is expected to be liquidated via cash payments.

Motorola retained the employee separation accrual of \$28.8 million as of August 3, 1999, to cover approximately 900 employees who will remain employees of, and be released by Motorola.

(10) FAIR VALUE OF FINANCIAL INSTRUMENTS

Statement of Financial Accounting Standards No. 107, "Disclosure about Fair Value of Financial Instruments," requires that the Business disclose estimated fair values for its financial instruments. The carrying amount of accounts payable and accrued liabilities is assumed to be the fair value because of the short-term maturity of these instruments.

(11) INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES

SCG participates in joint ventures in China, Malaysia and Eastern Europe. The joint ventures have been accounted for using the equity method. The investment in each joint venture approximates the underlying equity interest of such joint venture. Investments in these joint ventures totaled \$31.3 million and \$46.8 million at December 31, 1997 and 1998, respectively, and are included in other assets in the accompanying combined balance sheets. Earnings from these joint ventures totaled \$2.4 million, \$1.6 million, and \$8.4 million for the years ended December 31, 1996, 1997, and 1998, respectively.

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
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(11) INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES (CONTINUED)

JOINT VENTURE	LESHAN- PHOENIX SEMICONDUCTOR LTD.	SEMICONDUCTOR MINIATURE PRODUCTS MALAYSIA	TEROSIL A.S.	TESLA SEZAM A.S.	SLOVAKIA ELECTRONICS INDUSTRIES	TOTAL
	China	Malaysia	Czech Republic	Czech Republic	Slovak Republic	
Country Location.....	China	Malaysia	Czech Republic	Czech Republic	Slovak Republic	
SCG Ownership %(Direct).....	55.0%	50.0%	49.9%	49.9%	100.0%	
As of and for the year ended December 31, 1998						
Current assets.....	\$ 5,354	7,791	7,450	13,780	346	34,721
Noncurrent assets.....	49,241	74,467	8,650	42,520	8,804	183,682
Total assets.....	\$54,595	82,258	16,100	56,300	9,150	218,403
Current liabilities...	\$ 1,996	4,328	3,743	16,839	0	26,906
Noncurrent liabilities.....	\$24,548	54,442	4,857	29,361	592	113,800
Venture's equity.....	\$28,051	23,488	7,500	10,100	8,558	77,697
Net sales.....	\$21,534	56,655	10,400	31,100	0	119,689
Gross profit.....	\$ 6,452	20,288	4,315	8,408	0	39,463
Income (loss) from continuing operations.....	\$ 5,631	5,578	1,280	5,140	(149)	17,480
Net income (loss).....	\$ 5,631	5,245	1,280	5,140	(149)	17,147

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
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(11) INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES (CONTINUED)

JOINT VENTURE	LESHAN- PHOENIX SEMICONDUCTOR LTD.	SEMICONDUCTOR MINIATURE PRODUCTS MALAYSIA	TEROSIL A.S.	TESLA SEZAM A.S.	SLOVAKIA ELECTRONICS INDUSTRIES	TOTAL
As of and for the year ended December 31, 1997						
Current assets.....	\$12,425	10,752	4,711	8,783		36,671
Noncurrent assets.....	31,281	56,971	5,545	22,315		116,112
Total assets.....	\$43,706	67,723	10,256	31,098		152,783
Current liabilities...	\$ 7,996	17,579	1,680	4,602		31,857
Noncurrent liabilities.....	\$18,181	33,180	1,613	20,062		73,036
Venture's equity.....	\$17,529	16,964	6,962	6,434		47,889
Net sales.....	\$18,508	57,661	10,153	16,447		102,769
Gross profit.....	\$ 4,633	8,879	4,122	991		18,625
Income (loss) from continuing operations.....	\$ 710	(1,650)	3,694	476		3,230
Net income (loss)....	\$ 710	(1,350)	2,478	476		2,314
Year ended December 31, 1996						
Net sales.....	\$ 4,341	29,412				33,753
Gross profit.....	\$ 537	(1,731)				(1,194)
Income (loss) from continuing operations.....	\$(1,279)	6,590				5,311
Net income (loss)....	\$(1,279)	6,590				5,311

12. BUSINESS TRANSACTION

On May 11, 1999, affiliates of the Texas Pacific Group entered into an agreement with Motorola, providing for a recapitalization of the Business and certain related transactions, after which affiliates of Texas Pacific Group will own approximately 91% and Motorola will own approximately 9% of the outstanding voting stock of the Business. In addition, as part of these transactions, Texas Pacific Group will receive 1,500 shares and Motorola will receive 590 shares of mandatorily redeemable

SEMICONDUCTOR COMPONENTS GROUP OF

MOTOROLA, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF AUGUST 3, 1999, FOR THE NINE MONTHS ENDED
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12. BUSINESS TRANSACTION (CONTINUED)

preferred stock of SCG Holding ("SCG Holding Preferred Stock") and Motorola will receive \$91 million of junior subordinated notes of SCI LLC (the "Junior Subordinated Notes"). Cash payments to Motorola will be financed through equity investments by affiliates of Texas Pacific Group, borrowings under senior secured bank loan facilities and the issuance of senior subordinated notes due 2009.

In connection with the recapitalization and related transactions, it is anticipated that certain wholly-owned domestic subsidiaries will be established to serve as guarantors of the senior subordinated notes due 2009. Each guarantor will jointly and severally, irrevocably and unconditionally guarantee the obligations of the issuers under the notes. The net assets to be contributed to these guarantor subsidiaries are expected to consist of SCG's equity interests in its unconsolidated joint ventures in China, Malaysia and Eastern Europe, nominal interests in certain foreign subsidiaries and a nominal amount of cash. The joint ventures and foreign subsidiaries themselves are not expected to be guarantors of the notes. The net assets to be contributed to the guarantor subsidiaries approximated \$31.3 million and \$46.8 million at December 31, 1997 and 1998, respectively, and generated related earnings of \$2.4 million, \$1.6 million and \$8.4 million for the years ended December 31, 1996, 1997 and 1998, respectively.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

CONSOLIDATED BALANCE SHEET

(UNAUDITED)

(DOLLARS IN MILLIONS EXCEPT SHARE AND PER SHARE DATA)

OCTOBER 2, 1999

ASSETS	
Cash and cash equivalents.....	\$ 107.1
Receivables, less allowance for doubtful accounts.....	206.5
Inventories.....	210.5
Other current assets.....	26.6

Total Current Assets.....	550.7
Property, plant and equipment, net.....	610.6
Deferred income taxes.....	280.2
Investment in joint venture.....	18.4
Other assets.....	53.2

Total Assets.....	\$1,513.1
	=====
LIABILITIES, MINORITY INTERESTS, REDEEMABLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)	
Accounts payable.....	\$ 101.0
Accrued expenses.....	145.3

Total Current Liabilities.....	246.3
Long term debt.....	1,293.0
Other long term liabilities.....	17.2

Total Liabilities.....	1,556.5

Commitments and contingencies.....	--

Minority interests in consolidated subsidiaries.....	28.3

Redeemable preferred stock (\$0.01 par value, 100,000 shares authorized, 2,090 shares issued and outstanding; 12% annual dividend rate; liquidation value - \$100,000 per share plus \$4.2 accrued dividends).....	213.2

Common stock (\$0.01 par value, 300,000,000 shares authorized, 205,000,000 shares issued and outstanding).....	2.1
Additional paid-in capital.....	202.9
Accumulated other comprehensive income (loss).....	(3.2)
Accumulated deficit.....	(486.7)

Total Stockholders' Equity (Deficit).....	(284.9)

Total Liabilities, Minority Interests, Redeemable Preferred Stock and Stockholders' Equity (Deficit).....	\$1,513.1
	=====

See accompanying notes to financial statements.

SCG HOLDING CORPORATION AND SUBSIDIARIES

(D/B/A ON SEMICONDUCTOR)

CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)

(UNAUDITED)

AUGUST 4, 1999
THROUGH OCTOBER 2,
1999

(DOLLARS IN MILLIONS)

REVENUES:	
Net product sales.....	\$301.2
Foundry sales.....	28.0

Total Revenues.....	329.2

OPERATING COSTS AND EXPENSES:	
Costs of sales.....	241.1
Research and development.....	6.9
Selling and marketing.....	8.8
General and administrative.....	26.1
Restructuring and other charges.....	6.4

Total Operating Costs and Expenses.....	289.3

OPERATING INCOME	39.9

OTHER INCOME (EXPENSES):	
Interest expense.....	(23.0)
Equity in earnings of joint ventures.....	0.8

Other expenses, net.....	(22.2)

INCOME BEFORE INCOME TAXES AND MINORITY INTERESTS.....	17.7
PROVISION FOR INCOME TAXES.....	(14.9)
MINORITY INTERESTS.....	(0.3)

NET INCOME.....	2.5
OTHER COMPREHENSIVE INCOME (LOSS)	
Foreign Currency Translation Adjustment.....	(3.2)

COMPREHENSIVE INCOME (LOSS).....	\$ (0.7)
	=====

See accompanying notes to financial statements.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)
(UNAUDITED)

(DOLLARS IN MILLIONS)

	COMMON STOCK (SHARES)	COMMON STOCK	ADDITIONAL PAID IN CAPITAL	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	ACCUMULATED DEFICIT	TOTAL
	-----	-----	-----	-----	-----	-----
Shares issued in connection with Recapitalization (See Note 2).....	100,000	\$ --	\$205.0		\$(485.0)	\$(280.0)
2,049-for-1 stock split effected in the form of a stock dividend.....	204,900,000	2.1	(2.1)			--
Redeemable preferred stock dividends.....					(4.2)	(4.2)
Comprehensive Income (Loss):						
Net income.....					2.5	2.5
Foreign Currency Translation Adjustment.....				\$(3.2)		(3.2)
Comprehensive Income (Loss).....						(0.7)
Balances at October 2,						
1999.....	205,000,000	\$2.1	\$202.9	\$(3.2)	\$(486.7)	\$(284.9)
	=====	=====	=====	=====	=====	=====

See accompanying notes to financial statements.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(UNAUDITED)

AUGUST 4,
1999 THROUGH
OCTOBER 2,
1999

(DOLLARS IN MILLIONS)

Net cash provided by operating activities.....	\$ 7.2

Cash Flows from Investing Activities:	
Purchase of property, plant and equipment.....	(19.7)

Net cash used in investing activities.....	(19.7)

Cash Flows from Financing Activities (See Note 2):	
Proceeds from issuance of common stock to Texas Pacific Group.....	187.5
Proceeds from issuance of redeemable preferred stock to Texas Pacific Group.....	150.0
Payment of transaction costs charged to accumulated deficit.....	(29.0)
Proceeds from borrowings under senior credit facilities...	800.5
Proceeds from issuance of senior subordinated notes.....	400.0
Payment of debt issuance costs.....	(52.6)
Repayment of joint venture debt.....	(73.0)
Net cash payments to Motorola in connection with Recapitalization.....	(1,263.8)

Net cash provided by financing activities.....	119.6

Net increase in cash and cash equivalents.....	107.1
Cash and cash equivalents, beginning of period.....	--

Cash and cash equivalents, end of period.....	\$ 107.1
=====	
Supplemental schedule of noncash financing activities (See Note 2):	
Issuance of common stock to Motorola.....	\$ 17.5
Issuance of redeemable preferred stock to Motorola.....	\$ 59.0
Issuance of junior subordinated note to Motorola.....	\$ 91.0

See accompanying notes to financial statements.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

NOTES TO FINANCIAL STATEMENTS

ALL INFORMATION AS OF OCTOBER 2, 1999 AND FOR THE PERIOD FROM
AUGUST 4, 1999 TO OCTOBER 2, 1999 IS UNAUDITED

NOTE 1: BASIS OF PRESENTATION

The accompanying consolidated financial statements as of October 2, 1999 and for the period from August 4, 1999 (the date of the Recapitalization described in Note 2) through October 2, 1999 include the accounts of SCG Holding Corporation and its majority-owned subsidiaries (collectively, the Company.)

The accompanying financial information reflects all adjustments, consisting only of normal recurring adjustments, that are, in the opinion of management, necessary for a fair statement of the results for the interim period presented. Such financial information should be read in conjunction with the combined financial statements of the Semiconductor Components Group (SCG) of Motorola, Inc. (Motorola) for the year ended December 31, 1998.

The Company utilizes a calendar year as its fiscal year. However, for quarterly reporting purposes, the Company's reporting periods end on the Saturday closest to the calendar quarter end. The results of operations for the period presented in the accompanying financial information are not necessarily indicative of the results to be expected for an entire fiscal year or for any future period.

NOTE 2: THE RECAPITALIZATION

On August 4, 1999, SCG Holding Corporation was recapitalized and certain related transactions were effected (the Recapitalization) pursuant to an agreement among SCG Holding Corporation, its subsidiary, Semiconductor Components Industries, LLC, Motorola and affiliates of Texas Pacific Group. As a result of the Recapitalization, an affiliate of Texas Pacific Group holds approximately 91% and Motorola holds approximately 9% of the outstanding voting stock of SCG Holding Corporation. In addition, as part of these transactions, Texas Pacific Group received 1,500 shares and Motorola received 590 shares of the Company's mandatorily redeemable preferred stock with a liquidation value of \$209 million plus accrued and unpaid dividends. Motorola also received \$91 million of junior subordinated notes issued by Semiconductor Components Industries, LLC. Cash payments to Motorola in connection with the Recapitalization were financed through equity investments by affiliates of Texas Pacific Group totaling \$337.5 million, borrowings totaling \$740.5 million under the Company's \$875 million senior secured bank loan facilities and the issuance of \$400 million of 12% senior subordinated notes due August 2009. Because Texas Pacific Group acquired less than substantially all of the Company's common stock, the basis of the Company's assets and liabilities for financial accounting purposes was not impacted by the Recapitalization.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF OCTOBER 2, 1999 AND FOR THE PERIOD FROM
AUGUST 4, 1999 TO OCTOBER 2, 1999 IS UNAUDITED

NOTE 3: LONG TERM DEBT

Long term debt consists of the following (dollars in millions):

	AMOUNT	INTEREST RATE	BALANCE AT OCTOBER 2, 1999
	-----	-----	-----
Senior Bank Facilities:			
Tranche A.....	\$200.0	LIBOR + 3.00%	\$ 125.5
Tranche B.....	\$325.0	LIBOR + 3.50%	325.0
Tranche C.....	\$350.0	LIBOR + 3.75%	350.0
Revolving Facility.....	\$375.0	LIBOR + 3.00%	0.0

			800.5
Senior Subordinated Notes due 2009		12%	400.0
Junior Subordinated Note due 2011			
(including accrued interest of \$1.5)....		10%	92.5

Total.....			\$1,293.0
			=====

Borrowings under Tranche A, B and C amortize within six, seven and eight years, respectively. The Tranche A facility includes a delayed-draw facility of \$134.5 million of which \$60.0 million had been borrowed as of October 2, 1999. The remaining \$74.5 million of the delayed-draw facility will remain outstanding until February 4, 2000. The senior bank facilities as well as the senior subordinated notes contain various covenants and restrictions. Although no amounts are outstanding under the Company's revolving bank facility as of October 2, 1999, the amount available has been reduced by \$14.7 million for letters of credit issued on behalf of the Company.

The Company and one of its domestic subsidiaries (collectively the Issuers) issued the senior subordinated notes due 2009. The Company's other domestic subsidiaries (collectively the Guarantor Subsidiaries) have jointly and severally, irrevocably and unconditionally guaranteed the Issuers' obligations under the senior subordinated notes. The Guarantor Subsidiaries are holding companies whose net assets consist primarily of investments in the Company's foreign joint ventures in China, Malaysia and the Czech Republic as well as nominal equity interests in certain of the Company's foreign subsidiaries. The foreign joint ventures and foreign subsidiaries (collectively, the Non-Guarantor Subsidiaries) themselves are not guarantors of the senior subordinated notes.

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF OCTOBER 2, 1999 AND FOR THE PERIOD FROM
AUGUST 4, 1999 TO OCTOBER 2, 1999 IS UNAUDITED

NOTE 3: LONG TERM DEBT (CONTINUED)

Condensed consolidating financial information for Issuers, the Guarantor
Subsidiaries and the Non-Guarantor Subsidiaries as of October 2, 1999 and for
the period from August 4, 1999 through October 2, 1999 is as follows:

	ISSUERS	GUARANTOR SUBSIDIARIES	NON-GUARANTOR SUBSIDIARIES	ELIMINATIONS	TOTAL
Revenues.....	\$ 328.5	-----	\$ 13.8	\$ (13.1)	\$ 329.2
Cost of sales.....	242.7	-----	11.5	(13.1)	241.1
General and administrative.....	25.4	-----	0.7		26.1
Other operating expenses.....	22.1	-----			22.1
Total operating costs and expenses.....	290.2	-----	12.2	(13.1)	289.3
Operating income.....	38.3	-----	1.6	0.0	39.9
Interest expense.....	21.9	-----	1.1		23.0
Equity earnings.....	1.0	1.0		(1.2)	0.8
Income before taxes and minority interests....	17.4	1.0	0.5	(1.2)	17.7
Provision for income taxes.....	(14.9)	-----			(14.9)
Minority interests.....		-----		(0.3)	(0.3)
Net income.....	\$ 2.5	\$ 1.0	\$ 0.5	\$ (1.5)	\$ 2.5
	=====	=====	=====	=====	=====
Receivables.....	\$ 202.4	-----	\$ 10.1	\$ (6.0)	\$ 206.5
Inventories.....	202.7	-----	7.8		210.5
Other current assets.....	125.9	-----	14.0	(6.2)	133.7
Total current assets.....	531.0	-----	31.9	(12.2)	550.7
Property, plant and equipment, net.....	498.0	-----	112.6		610.6
Deferred income taxes.....	280.2	-----			280.2
Investments and other assets.....	170.2	45.2	3.3	(147.1)	71.6
Total assets.....	\$1,479.4	\$45.2	\$147.8	\$(159.3)	\$1,513.1
	=====	=====	=====	=====	=====
Accounts payable.....	\$ 99.5	-----	\$ 8.3	\$ (6.8)	\$ 101.0
Accrued expenses.....	139.7	-----	5.6		145.3
Total current liabilities.....	239.2	-----	13.9	(6.8)	246.3
Long term debt and other.....	1,309.9	-----	79.7	(79.4)	1,310.2
Total liabilities.....	1,549.1	-----	93.6	(86.2)	1,556.5
Minority interests.....		-----		28.3	28.3
Redeemable preferred stock.....	213.2	-----			213.2
Stockholders' equity (deficit).....	(282.9)	45.2	54.2	(101.4)	(284.9)
Liabilities, minority interests, redeemable preferred stock and stockholders' equity (deficit).....	\$1,479.4	\$45.2	\$147.8	\$(159.3)	\$1,513.1
	=====	=====	=====	=====	=====

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF OCTOBER 2, 1999 AND FOR THE PERIOD FROM
AUGUST 4, 1999 TO OCTOBER 2, 1999 IS UNAUDITED

NOTE 4: INVESTMENTS IN JOINT VENTURES

The Company has investments in joint ventures located in China and the Czech Republic and a subsidiary established in anticipation of a joint venture in Slovakia, each of which was accounted for under the equity method prior to the Recapitalization. In connection with the Recapitalization, the Company refinanced third-party non-recourse loans of the joint ventures totaling \$73.0 million with intercompany loans and, as a result, began consolidating these joint ventures effective August 4, 1999.

The Company has a 50% interest in Semiconductor Miniatures Products Malaysia Sdn. Bhd. (SMP), a company that operates a semiconductor assembly facility in Seremban, Malaysia. The Company accounts for its investment in SMP using the equity method.

NOTE 5: RESTRUCTURING AND OTHER CHARGES

Subsequent to the Recapitalization, the Company incurred \$6.4 million of one-time costs primarily relating to the worldwide launch of its new trade name, ON Semiconductor-TM-. Such costs have been separately identified as restructuring and other charges within operating costs and expenses in the accompanying consolidated statement of operations and comprehensive income (loss).

In June 1998, Motorola recorded a charge to cover restructuring costs related to the consolidation of manufacturing operations, the exit of non-strategic or poorly performing businesses and a reduction in worldwide employment by 20,000. Asset impairment and other charges were also recorded for the write-down of assets which became impaired as a result of current business conditions or business portfolio decisions. The Company's charges related to these actions were \$189.8 million of which \$53.9 million represented asset impairments charged directly against property, plant and equipment.

As part of our recapitalization, Motorola agreed to retain, and subsequently release, approximately 900 employees whom the Semiconductor Components Group had planned to release as part of its restructuring program.

At October 2, 1999, \$13.6 million of related restructuring accruals remained outstanding. The following table summarizes movements in the restructuring accruals from August 4, 1999, the date of the Recapitalization, through October 2, 1999:

	AUGUST 4, 1999	PAYMENTS	OCTOBER 2, 1999
	-----	-----	-----
Consolidation of manufacturing operations....	\$ 9.4	\$(0.7)	\$ 8.7
Business exits.....	4.9	--	4.9
	-----	-----	-----
	\$14.3	\$(0.7)	\$13.6
	=====	=====	=====

The Company's remaining accrual at October 2, 1999 for the consolidation of manufacturing operations represents the finalization of plant closings in the United States while the remaining

SCG HOLDING CORPORATION AND SUBSIDIARIES
(D/B/A ON SEMICONDUCTOR)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

ALL INFORMATION AS OF OCTOBER 2, 1999 AND FOR THE PERIOD FROM
AUGUST 4, 1999 TO OCTOBER 2, 1999 IS UNAUDITED

NOTE 5: RESTRUCTURING AND OTHER CHARGES (CONTINUED)

accrual within the business exits category relates to the costs of exiting two unprofitable product lines. The Company expects to liquidate the remaining accruals via cash payments.

NOTE 6: CONTINGENCIES

The Company is currently involved in a variety of legal matters that arose in the normal course of business. Based on information currently available, management does not believe that the ultimate resolution of these matters will have a material adverse effect on our financial condition, results of operations or cash flows.

NOTE 7: SEGMENT INFORMATION

The Company operates in one industry segment and is engaged in the design, development, manufacture and marketing of a wide variety of semiconductor products for the semiconductor industry and original equipment manufacturers. The Company operates in various geographic locations. Sales to unaffiliated customers have little correlation with the location of manufacture. It is, therefore, not meaningful to present operating profit by geographic location. The Company conducts a substantial portion of its operations outside of the United States and is subject to risks associated with non-U.S. operations, such as political risks, currency controls and fluctuations, tariffs, import controls and air transportation. Net product sales to unaffiliated customers by geographic location, including local sales and exports made by operations within each area, for the period from August 4, 1999 to October 2, 1999 approximated \$154.3 million, \$79.2 million, \$56.9 million and \$38.8 million in the Americas, Asia/Pacific, Europe and Japan, respectively.

NO DEALER, SALESPERSON OR OTHER PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO REPRESENT ANYTHING NOT CONTAINED IN THIS PROSPECTUS OR IN THE ACCOMPANYING LETTER OF TRANSMITTAL. YOU MUST NOT RELY ON ANY UNAUTHORIZED INFORMATION OR REPRESENTATIONS. THIS PROSPECTUS AND THE ACCOMPANYING LETTER OF TRANSMITTAL ARE AN OFFER TO SELL OR TO BUY ONLY THE SECURITIES OFFERED HEREBY, BUT ONLY UNDER CIRCUMSTANCES AND IN JURISDICTIONS WHERE IT IS LAWFUL TO DO SO. THE INFORMATION CONTAINED IN THIS PROSPECTUS AND IN THE ACCOMPANYING LETTER OF TRANSMITTAL ARE CURRENT ONLY AS OF THEIR RESPECTIVE DATES.

[LOGO]

THROUGH AND INCLUDING _____, (THE 90TH DAY AFTER THE DATE OF THIS PROSPECTUS), ALL DEALERS EFFECTING TRANSACTIONS IN THESE SECURITIES, WHETHER OR NOT PARTICIPATING IN THIS OFFERING, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE DEALERS' OBLIGATION TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Limited Liability Company Agreements of Semiconductor Components Industries, LLC ("Semiconductor Components") and SCG International Development, LLC and the Certificates of Incorporation of SCG Holding Corporation ("SCG Holding"), SCG (Malaysia SMP) Holding Corporation, SCG (China) Holding Corporation, SCG (Czech) Holding Corporation and Semiconductor Components Industries Puerto Rico, Inc. (each, a "Co-Registrant") provide for indemnification of the Registrants' officers and directors or members, as the case may be.

The Limited Liability Company Agreements of Semiconductor Components and SCG International Development, LLC each provide for the indemnification of their sole Member, SCG Holding, their officers, and each of their respective affiliates, officers, directors, shareholders, agents or employees if such persons acted in furtherance of the interests of the respective company's interest and no court of competent jurisdiction decides that the actions of such persons constituted bad faith, gross negligence or willful misconduct.

The Certificate of Incorporation for each of the remaining Co-Registrants provides for the indemnification of all persons, including its directors, whom it may indemnify to the fullest extent permitted by the General Corporation Law of the State of Delaware (the "DGCL"). Section 145 of the DGCL provides as follows:

145 INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS;
INSURANCE--

(a) A corporation shall have power to 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 the person is or was a director, officer, employee or agent 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 attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person 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 the person's conduct was unlawful. 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 the person 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 the person's conduct was unlawful.

A corporation shall have power to 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 the person is or was a director, officer, employee or agent 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) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made

in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court of Chancery or 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 the Court of Chancery or such other court shall deem proper.

To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Any Indemnification under subsections (a) and (b) of this section (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 present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent 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 such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify such person against such liability under this section.

For purposes of this section, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same

position under this section with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine a corporation's obligation to advance expenses (including attorneys' fees).

The Registrant also carries liability insurance covering officers and directors.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

EXHIBITS. A list of exhibits included as part of this Registration Statement is set forth in the Exhibit Index which immediately precedes such exhibits and is hereby incorporated by reference herein.

ITEM 22. UNDERTAKINGS.

(a) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrants' annual reports pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plans annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by any such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(d) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant has duly caused this registration statement to be signed on behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on January 11, 2000.

SCG HOLDING CORPORATION

BY: /S/ STEVE HANSON

 NAME: STEVE HANSON
 TITLE: PRESIDENT

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated, on January 11, 2000.

SIGNATURE -----	TITLES -----	DATE ----
/s/ STEVE HANSON ----- Steve Hanson	President and Director of the registrant	January 11, 2000
/s/ DARIO SACOMANI ----- Dario Sacomani	Senior Vice President, Chief Financial Officer and Chief Accounting Officer of the registrant	January 11, 2000
/s/ CURTIS J. CRAWFORD* ----- Curtis J. Crawford	Chairman of the Board of Directors of the registrant	January 11, 2000
/s/ DAVID BONDERMAN* ----- David Bonderman	Director of the registrant	January 11, 2000
/s/ RICHARD W. BOYCE* ----- Richard W. Boyce	Director of the registrant	January 11, 2000
/s/ JUSTIN T. CHANG* ----- Justin T. Chang	Director of the registrant	January 11, 2000
/s/ DAVID M. STANTON* ----- David M. Stanton	Director of the registrant	January 11, 2000
----- William A. Franke	Director of the registrant	

*By: /s/ DARIO SACOMANI

 Dario Sacomani, AS ATTORNEY-IN-FACT

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant has duly caused this registration statement to be signed on behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on January 11, 2000.

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

BY: /S/ STEVE HANSON

 NAME: STEVE HANSON
 TITLE: PRESIDENT

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated, on January 11, 2000.

SIGNATURE -----	TITLE(S) -----	DATE ----
/s/ STEVE HANSON ----- Steve Hanson	President of the registrant and Director of SCG Holding Corporation (the sole member of the registrant)**	January 11, 2000
/s/ DARIO SACOMANI ----- Dario Sacomani	Financial Officer and Chief Accounting Officer of the registrant	January 11, 2000
/s/ CURTIS J. CRAWFORD* ----- Curtis J. Crawford	Chairman of the Board of Directors of SCG Holding Corporation (the sole member of the registrant)**	January 11, 2000
/s/ DAVID BONDERMAN* ----- David Bonderman	Director of SCG Holding Corporation (the sole member of the registrant)**	January 11, 2000
/s/ RICHARD W. BOYCE* ----- Richard W. Boyce	Director of SCG Holding Corporation (the sole member of the registrant)**	January 11, 2000
/s/ JUSTIN T. CHANG* ----- Justin T. Chang	Director of SCG Holding Corporation (the sole member of the registrant)**	January 11, 2000
/s/ DAVID M. STANTON* ----- David M. Stanton	Director of SCG Holding Corporation (the sole member of the registrant)**	January 11, 2000

SIGNATURE

TITLE(S)

DATE

William A. Franke

Director of SCG Holding
Corporation (the sole
member of the
registrant)**

*By:

/s/ DARIO SACOMANI

Dario Sacomani, AS ATTORNEY-IN-FACT

** As a Delaware limited liability company, the registrant does not have any directors.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant has duly caused this registration statement to be signed on behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on January 11, 2000.

SCG INTERNATIONAL DEVELOPMENT, LLC

BY: /s/ STEVE HANSON

 NAME: STEVE HANSON
 TITLE: PRESIDENT

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated, on January 11, 2000.

SIGNATURE -----	TITLES -----	DATE ----
<p>/s/ STEVE HANSON ----- Steve Hanson</p>	<p>President of the registrant and Director of SCG Holding Corporation (the sole member of Semiconductor Components Industries, LLC, the sole member of the registrant)**</p>	<p>January 11, 2000</p>
<p>/s/ DARIO SACOMANI ----- Dario Sacomani</p>	<p>Senior Vice President, Chief Financial Officer and Chief Accounting Officer of the registrant</p>	<p>January 11, 2000</p>
<p>/s/ CURTIS J. CRAWFORD* ----- Curtis J. Crawford</p>	<p>Chairman of the Board of Directors of SCG Holding Corporation (the sole member of Semiconductor Components Industries, LLC, the sole member of the registrant)**</p>	<p>January 11, 2000</p>
<p>/s/ DAVID BONDERMAN* ----- David Bonderman</p>	<p>Director of SCG Holding Corporation (the sole member of Semiconductor Components Industries, LLC, the sole member of the registrant)**</p>	<p>January 11, 2000</p>
<p>/s/ RICHARD W. BOYCE* ----- Richard W. Boyce</p>	<p>Director of SCG Holding Corporation (the sole member of Semiconductor Components Industries, LLC, the sole member of the registrant)**</p>	<p>January 11, 2000</p>

SIGNATURE

TITLES

DATE

/s/ JUSTIN T. CHANG*

Justin T. Chang

Director of SCG Holding Corporation (the sole member of Semiconductor Components Industries, LLC, the sole member of the registrant)**

January 11, 2000

/s/ DAVID M. STANTON*

David M. Stanton

Director of SCG Holding Corporation (the sole member of Semiconductor Components Industries, LLC, the sole member of the registrant)**

January 11, 2000

William A. Franke

Director of SCG Holding Corporation (the sole member of Semiconductor Components Industries, LLC, the sole member of the registrant)**

*By:

/s/ DARIO SACOMANI

Dario Sacomani, AS ATTORNEY-IN-FACT

** As Delaware limited liability companies, neither the registrant nor its sole member, Semiconductor Components Industries, LLC, has any directors.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant has duly caused this registration statement to be signed on behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on January 11, 2000.

SCG (MALAYSIA SMP) HOLDING CORPORATION

BY: /S/ STEVE HANSON

 NAME: STEVE HANSON
 TITLE: PRESIDENT

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated, on January 11, 2000.

SIGNATURE -----	TITLES -----	DATE ----
/s/ STEVE HANSON ----- Steve Hanson	President of the registrant	January 11, 2000
/s/ DARIO SACOMANI ----- Dario Sacomani	Senior Vice President, Chief Financial Officer and Chief Accounting Officer of the registrant	January 11, 2000
/s/ GEORGE H. CAVE ----- George H. Cave	Director of the registrant	January 11, 2000
/s/ JEAN-JAQUES MORIN ----- Jean-Jaques Morin	Director of the registrant	January 11, 2000
----- Henry Leung	Director of the registrant	

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant has duly caused this registration statement to be signed on behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on January 11, 2000.

SCG (CHINA) HOLDING CORPORATION

BY: /S/ STEVE HANSON

NAME: STEVE HANSON
TITLE: PRESIDENT

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated, on January 11, 2000.

SIGNATURE -----	TITLES -----	DATE ----
/s/ STEVE HANSON ----- Steve Hanson	President of the registrant	January 11, 2000
/s/ DARIO SACOMANI ----- Dario Sacomani	Senior Vice President, Chief Financial Officer and Chief Accounting Officer of the registrant	January 11, 2000
/s/ GEORGE H. CAVE ----- George H. Cave	Director of the registrant	January 11, 2000
/s/ JEAN-JACQUES MORIN ----- Jean-Jacques Morin	Director of the registrant	January 11, 2000

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant has duly caused this registration statement to be signed on behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on January 11, 2000.

SEMICONDUCTOR COMPONENTS INDUSTRIES PUERTO RICO, INC.

BY: /S/ STEVE HANSON

 NAME: STEVE HANSON
 TITLE: PRESIDENT

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated, on January 11, 2000.

SIGNATURE -----	TITLES -----	DATE ----
/s/ STEVE HANSON ----- Steve Hanson	President of the registrant	January 11, 2000
/s/ DARIO SACOMANI ----- Dario Sacomani	Senior Vice President, Chief Financial Officer, Chief Accounting Officer and Director of the registrant	January 11, 2000
/s/ GEORGE H. CAVE ----- George H. Cave	Director of the registrant	January 11, 2000
/s/ JEAN-JACQUES MORIN ----- Jean-Jacques Morin	Director of the registrant	January 11, 2000

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Phoenix, State of Arizona, on January 11, 2000.

SCG (CZECH) HOLDING CORPORATION

BY: /S/ STEVE HANSON

 NAME: STEVE HANSON
 TITLE: PRESIDENT

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated, on January 11, 2000.

SIGNATURE -----	TITLES -----	DATE ----
/s/ STEVE HANSON ----- Steve Hanson	President of the registrant	January 11, 2000
/s/ DARIO SACOMANI ----- Dario Sacomani	Senior Vice President, Chief Financial Officer and Chief Accounting Officer of the registrant	January 11, 2000
/s/ GEORGE H. CAVE ----- George H. Cave	Director of the registrant	January 11, 2000
/s/ JEAN-JACQUES MORIN ----- Jean-Jacques Morin	Director of the registrant	January 11, 2000

EXHIBIT INDEX

- 2.1 Reorganization Agreement, dated as of May 11, 1999, among Motorola, Inc., SCG Holding Corporation and Semiconductor Components Industries LLC.*
- 2.2 Agreement and Plan of Recapitalization and Merger, as amended, dated as of May 11, 1999, among SCG Holding Corporation, Semiconductor Components Industries, LLC, Motorola, Inc., TPG Semiconductor Holdings LLC, and TPG Semiconductor Acquisition Corp.*
- 2.3 Amendment No. 1 to Agreement and Plan of Recapitalization and Merger, dated as of July 28, 1999, among SCG Holding Corporation, Semiconductor Components Industries, LLC, Motorola, Inc., TPG Semiconductor Holdings LLC, and TPG Semiconductor Acquisition Corp.*
- 3.1 Amended and Restated Certificate of Incorporation of SCG Holding Corporation*
- 3.2 Certificate of Limited Liability Company of Semiconductor Components Industries, LLC*
- 3.3 Certificate of Incorporation of SCG (Malaysia SMP) Holding Corporation*
- 3.4 Amended and Restated Certificate of Incorporation of SCG (China) Holding Corporation*
- 3.5 Amended and Restated Certificate of Incorporation of SCG (Czech) Holding Corporation*
- 3.6 Amended and Restated Certificate of Incorporation of Semiconductor Components Industries Puerto Rico, Inc.*
- 3.7 Certificate of Limited Liability Company of SCG International Development, LLC*
- 3.8 Bylaws of SCG Holding Corporation***
- 3.9 Limited Liability Company Agreement of Semiconductor Components Industries, LLC*
- 3.10 Bylaws of SCG (Malaysia SMP) Holding Corporation*
- 3.11 Bylaws of SCG (China) Holding Corporation*
- 3.12 Bylaws of SCG (Czech) Holding Corporation*
- 3.13 Bylaws of Semiconductor Components Industries Puerto Rico, Inc.*
- 3.14 Limited Liability Company Agreement of SCG International Development, LLC*
- 4.1 Indenture, dated as of August 4, among SCG Holding Corporation, Semiconductor Components Industries, LLC and State Street Bank and Trust Company, as trustee, relating to the 12% Senior Subordinated Notes due 2009*
- 4.2 Form of 12% Senior Subordinated Note due 2009 of SCG Holding Corporation and Semiconductor Components Industries, LLC (the "Initial Note") (included as Exhibit A to The Indenture filed as Exhibit 4.1)*
- 4.3 Form of 12% Senior Subordinated Note due 2009 of SCG Holding Corporation and Semiconductor Components Industries, LLC (the "Exchange Note") (included as Exhibit B to the Indenture filed as Exhibit 4.1)*
- 4.4 Junior Subordinated Note Due 2011 payable to Motorola, Inc.*
- 4.5 Exchange Offer and Registration Rights Agreement, dated August 4, 1999, Semiconductor Components Industries, LLC, SCG Holding Corporation, the subsidiary guarantors of SCG Holding Corporation*
- 5.1 Opinion of Cleary, Gottlieb, Steen & Hamilton regarding the legality of Exchange Notes*
- 10.1 Purchase Agreement, dated as of August 4, 1999, among SCG Holding Corporation, Semiconductor Components Industries, LLC, Chase Securities Inc., Donaldson, Lufkin & Jenrette Securities Corporation, Lehman Brothers Inc.*

- 10.2 Credit Agreement, dated as of August 4, 1999, among SCG Holding Corporation, Semiconductor Components Industries, LLC, The Chase Manhattan Bank, as Administrative Agent, Credit Lyonnais New York Branch as Co-Documentation Agent, DLJ Capital Funding, Inc., as Co-Documentation Agent, Lehman Commercial Paper Inc., as Co-Documentation Agent and Chase Securities Inc., as Arranger and the other financial institutions party thereto*
- 10.3 Guarantee Agreement, dated as of August 4, 1999, among SCG Holding Corporation, the subsidiary guarantors of SCG Holding Corporation that are signatories thereto, and The Chase Manhattan Bank, as collateral agent*
- 10.4 Security Agreement, dated as of August 4, 1999, among Semiconductor Components Industries, LLC, SCG Holding Corporation, the subsidiary guarantors of SCG Holding Corporation that are signatories thereto, and The Chase Manhattan Bank, as collateral agent+****
- 10.5 Amended and Restated Intellectual Property Agreement, dated August 4, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.+****
- 10.6 Transition Services Agreement, dated August 4, 1999, among Motorola, Inc., SCG Holding Corporation, and Semiconductor Components Industries, LLC*
- 10.7 Employee Matters Agreements, as amended, dated July 30, 1999, among Semiconductor Components Industries, LLC, SCG Holding Corporation and Motorola, Inc.**
- 10.8 Motorola Assembly Agreement, dated July 31, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.+**
- 10.9 SCG Assembly Agreement, dated July 31, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.+**
- 10.10 Motorola Foundry Agreement, dated July 31, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.+**
- 10.11 SCG Foundry Agreement, dated July 31, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.+**
- 10.12 Equipment Lease and Repurchase Agreement, dated July 31, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.*
- 10.13 Equipment Passdown Agreement, dated July 31, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.+**
- 10.14 SCG Holding Corporation 1999 Founders Stock Option Plan*
- 10.15 Lease for 52nd Street property, dated July 31, 1999, among Motorola Inc. as Lessor and Semiconductor Components Industries, LLC, as Lessee*
- 10.16 Lease for U.S. Locations (Mesa, Chandler, 56th Street and Tempe), dated July 31, 1999, among Semiconductor Components Industries, LLC as Lessor, and Motorola, Inc. as Lessee*
- 10.17 Declaration of Reciprocal Covenants, Easement of Restrictions and Options to Purchase and Lease, dated July 31, 1999, among Semiconductor Components Industries, LLC and Motorola, Inc.*
- 10.18 Employment Agreement, dated as of October 27, 1999, between Semiconductor Components Industries, LLC and Steve Hanson*
- 10.19 Employment Agreement, dated as of September 13, 1999, between Semiconductor Components Industries, LLC and Michael Rohleder*
- 10.20 Employment Agreement, dated as of November 8, 1999, between Semiconductor Components Industries, LLC and James Thorburn**
- 10.21 Employment Agreement, dated as of October 27, 1999, between Semiconductor Components Industries, LLC and William George*

- 10.22 Employment Agreement, dated as of October 27, 1999, between Semiconductor Components Industries, LLC and Dario Sacomani*
- 10.23 Pledge and Security Agreement, dated as of November 8, 1999, between Semiconductor Components Industries, LLC and James Thorburn**
- 10.24 Promissory Note/Security Interest, dated as of November 8, 1999, from James Thorburn to Semiconductor Components Industries, LLC**
- 10.25 Summary of Deferred Compensation Plan**
- 10.26 Stock Option Agreement, dated as of November 22, 1999, between SCG Holding Corporation and Steven Hanson****
- 10.27 Stock Option Agreement, dated as of November 22, 1999, between SCG Holding Corporation and Dario Sacomani****
- 10.28 Stock Option Agreement, dated as of November 8, 1999, between SCG Holding Corporation and James Thorburn****
- 10.29 Stock Option Agreement, dated as of November 22, 1999, between SCG Holding Corporation and William George****
- 10.30 Stock Option Agreement, dated as of November 22, 1999, between SCG Holding Corporation and Michael Rohleder****
- 10.31 Stock Option Agreement, dated as of November 22, 1999, between SCG Holding Corporation and Richard Boyce****
- 12.1 Calculation of Ratio of Earnings to Fixed Charges***
- 21.1 List of Significant Subsidiaries***
- 23.1 Consent of KPMG LLP, independent accountants***
- 23.2 Consent of Cleary, Gottlieb, Steen & Hamilton (included in its opinion filed as Exhibit 5.1)*
- 24.1 Power of Attorney*
- 25.1 Form T-1 with respect to the eligibility of State Street Bank & Trust Company with respect to the Indenture*
- 27.1 Financial Data Schedule***
- 99.1 Form of Letter of Transmittal**
- 99.2 Form of Notice of Guaranteed Delivery**
- 99.3 Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees**
- 99.4 Form of Letter to Clients**
- 99.5 Stockholders Agreement dated as of August 4, 1999 among SCG Holding Corporation, TPG Semiconductor Holdings, LLC and Motorola, Inc.*

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* Previously filed.

** Filed herewith.

*** Previously filed and filed herewith in a revised form.

****To be filed by amendment.

+ Schedules or other attachments to these exhibits not filed herewith shall be furnished to the Commission upon request.

++ Portions of these exhibits have been omitted pursuant to a request for confidential treatment.

BY-LAWS

OF

SCG HOLDING CORPORATION

AS AMENDED DECEMBER 13, 1999

ARTICLE I

Offices

SECTION 1. REGISTERED OFFICE. The registered office shall be established and maintained at the office of The Corporation Trust Company, in the City of Wilmington, in the County of New Castle, in the State of Delaware, and said corporation shall be the registered agent of this corporation in charge thereof.

SECTION 2. OTHER OFFICES. The corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time appoint or the business of the corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS. Annual meetings of stockholders for the election of directors and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. In the event the Board of Directors fails to so determine the time, date and place of meeting, the annual meeting of stockholders shall be held at the offices of the corporation in Delaware on the first Tuesday of April at 11:30 A.M.

If the date of the annual meeting shall fall upon a legal holiday, the meeting shall be held on the next business day. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2. OTHER MEETINGS. Meetings of stockholders for any purpose other than the election of directors may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of meeting.

SECTION 3. VOTING. Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and in accordance with the provisions of these By-Laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such stockholder, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting, shall be by ballot. All elections for directors shall be decided by plurality vote; all questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the address of each, and the number of shares held by each, 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 ten 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. The list shall also be produced and kept at the meeting and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 4. QUORUM. Except as otherwise required by Law, by the Certificate of Incorporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding a majority of the stock of the corporation entitled to vote shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5. SPECIAL MEETINGS. Special meetings of the stockholders for any purpose or purposes may be called by the President or Secretary, or by resolution of the directors.

SECTION 6. NOTICE OF MEETINGS. Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat at his address as it appears on the records of the corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 7. ACTION WITHOUT MEETING. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than

the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM. The number of directors shall be fixed by the Board of Directors from time to time, but shall be not less than six or more than nine. Each director shall be elected to serve until his successor shall be elected and shall qualify. Directors need not be stockholders.

SECTION 2. RESIGNATIONS. Any director, member of a committee or other officer may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. VACANCIES. If the office of any director, member of a committee or other officer becomes vacant, the remaining directors in office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

SECTION 4. REMOVAL. Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote, at a special meeting of the stockholders called for the purpose and the vacancies thus created may be filled, at the meeting held for the purpose of removal, by the affirmative vote of a majority in interest of the stockholders entitled to vote.

Unless the Certificate of Incorporation otherwise provides, stockholders may effect removal of a director who is a member of a classified Board of Directors only for cause. If the Certificate of Incorporation provides for cumulative voting and if less than the entire board is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire board of directors, or if there be classes of directors, at an election of the class of directors of which he is a part.

If the holders of any class of series are entitled to elect one or more directors by the provisions of the Certificate of Incorporation, these provisions shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole.

SECTION 5. INCREASE OF NUMBER. The number of directors may be increased by amendment of these By-Laws by the affirmative vote of a majority of the directors,

though less than a quorum, or, by the affirmative vote of a majority interest of the stockholders, at the annual meeting or at a special meeting called for that purpose, and by like vote the additional directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify.

SECTION 6. POWERS. The Board of Directors shall exercise all of the powers of the corporation except such as are by law, or by the Certificate of Incorporation of the corporation or by these By-Laws conferred upon or reserved to the stockholders.

SECTION 7. COMMITTEES. The Board of Directors may, by resolution or resolutions passed by a majority of the whole board, designate one or more committees, each committee to consist of two or more 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. 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.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and 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; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the By-Laws of the corporation; and, unless the resolution, these By-Laws, or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

SECTION 8. MEETINGS. The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent in writing of all the directors.

Regular meetings of the directors may be held without notice at such places and times as shall be determined from time to time by resolution of the directors.

Special meetings of the board may be called by the President or by the Secretary on the written request of any two directors on at least two day's notice to each director and shall be held at such place or places as may be determined by the directors, or shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation or by these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of

conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 9. QUORUM. A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

SECTION 10. COMPENSATION. Non-employee directors, as such, may receive such stated salary for their services and/or such fixed sums and expenses of attendance for attendance at each regular or special meeting of the Board of Directors or any committee thereof as may be established by resolution of the Board; provided, that no compensation shall be so paid for participation in any action taken pursuant to Article III, Section II; and provided, further, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. ACTION WITHOUT MEETING. 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 prior to such action a written consent thereto is signed by all members of the board, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS. The officers of the corporation shall be a President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors and who shall hold office until their successors are elected and qualified. In addition, the Board of Directors may elect a Chairman, one or more Vice-Presidents and such Assistant Secretaries and Assistant Treasurers as they may deem proper. None of the officers of the corporation need be directors. The officers shall be elected at the first meeting of the Board of Directors after each annual meeting. More than two offices may be held by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 3. CHAIRMAN. The Chairman of the Board of Directors, if one be elected, shall preside at all meetings of the Board of Directors and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the corporation and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. He shall preside at all meetings of the stockholders if present thereat, and in the absence or nonelection of the Chairman of the Board of Directors, at all meetings of the Board of Directors, and shall have general supervision, direction and control of the business of the corporation. Except as the Board of Directors shall authorize the execution thereof in some other manner, he shall execute bonds, mortgages and other contracts in behalf of the corporation, and shall cause the seal to be affixed to any instrument requiring it and when so affixed the seal shall be attested by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 5. VICE-PRESIDENT. Each Vice-President shall have such powers and shall perform such duties as shall be assigned to him by the directors.

SECTION 6. TREASURER. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation. He shall deposit all moneys and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, or the President, taking proper vouchers for such disbursements. He shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, 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 for the faithful discharge of his duties in such amount and with such surety as the board shall prescribe.

SECTION 7. SECRETARY. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the President, or by the directors, or stockholders, upon whose requisition the meeting is called as provided in these By-Laws. He shall record all the proceedings of the meetings of the corporation and of the directors in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the directors or the President. He shall have the custody of the seal of the corporation and shall affix the same to all instruments requiring it, when authorized by the directors or the President, and attest the same.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the directors.

ARTICLE V

MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK. Certificate of stock, signed by the Chairman or Vice Chairman of the Board of Directors, if they be elected, President or Vice-President, and the Treasurer or an Assistant Treasurer, or Secretary or an Assistant Secretary, shall be issued to each stockholder certifying the number of shares owned by him in the corporation. Any of or all the signatures may be facsimiles.

SECTION 2. LOST CERTIFICATES. A new certificate of stock may be issued in the place of any certificate theretofore issued by the corporation, alleged to have been lost or destroyed, and the directors may, in their discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES. The shares of stock of the corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS 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 corporate 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, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty 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 the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the corporation as and when they deem expedient. Before declaring any dividend there may be set apart out of any funds of the corporation available for dividends, such sum or sums as the directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the directors shall deem conducive to the interests of the company.

SECTION 6. SEAL. The corporate seal shall be circular in form and shall contain the name of the corporation, the year of its creation and the words "CORPORATE SEAL"

DELAWARE". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION 7. FISCAL YEAR. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

SECTION 8. CHECKS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall be determined from time to time by resolutions of the Board of Directors.

SECTION 9. NOTICE AND WAIVER OF NOTICE. Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by Statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the corporation or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered or repealed and By-Laws may be made at any annual meeting of the stockholders or at any special meeting thereof if notice of the proposed alteration or repeal or By-Law or By-Laws to be made be contained in the notice of such special meeting, by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereat, or by the affirmative vote of a majority of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, if notice of the proposed alteration or repeal, or By-Law or By-Laws to be made, be contained in the notice of such special meeting.

EXECUTION COPY

SECURITY AGREEMENT dated as of August 4, 1999, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "Borrower"), SCG HOLDING CORPORATION, a Delaware corporation ("Holdings"), each subsidiary of Holdings listed on Schedule I hereto (each such subsidiary individually a "Subsidiary" or a "Guarantor" and, collectively, the "Subsidiaries" or, with Holdings, the "Guarantors"; the Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders"), Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and Credit Lyonnais New York Branch, DLJ Capital Funding, Inc. and Lehman Commercial Paper Inc., as co-documentation agents and (b) the Guarantee Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements made by the Issuing Bank with respect thereto, interest thereon and obligations to provide, under certain circumstances, cash collateral in connection therewith and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) unless otherwise agreed to in writing by the applicable Lender party thereto, the due and punctual payment and performance of all obligations of the Borrower or any other Loan Party, monetary or otherwise, under each Hedging Agreement entered into with a counterparty that was a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from

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* Confidential Information in this Exhibit 10.4 has been omitted and filed separately with the Securities and Exchange Commission.

treasury, depository and cash management services in connection with any automated clearing house transfers of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean all "accounts" (as defined in the Uniform Commercial Code as in effect in the State of New York ("UCC")) of any Grantor and shall include any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" shall mean (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Entitlement Holder" shall mean a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such Person is the Entitlement Holder.

"Equipment" shall mean "equipment" (as defined in the UCC) of any Grantor and shall include all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"Financial Asset" shall mean (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) of any Grantor and shall include choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned

or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean "inventory" (as defined in the UCC) of any Grantor and shall include all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by an executive officer or Financial Officer of Holdings.

"Proceeds" shall mean "proceeds" (as defined in the UCC) of any Grantor and shall include any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include , (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Issuing Bank, (c) the Administrative Agent, (d) the Collateral Agent, (e) each counterparty to a Hedging Agreement entered into with the Borrower or any Loan Party if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"Securities" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Security Intermediary" shall mean (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any

Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantors, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor shall ensure that fully executed security agreements in the form hereof (or short-form supplements to this Agreement in form and substance satisfactory to the Collateral Agent) and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. ss. 261, 15 U.S.C. ss. 1060 or 17 U.S.C. ss. 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other analogous applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. ss.261 or 15 U.S.C. ss.1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. ss.205 and otherwise as may be required to pursuant to the laws of any other necessary jurisdiction in the United States (or any political subdivision thereof) and its territories and possessions. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. Records. Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent an updated Perfection Certificate, noting all material changes, if any, since the date of the most recent Perfection Certificate.

SECTION 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or

instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

SECTION 4.04. Inspection and Verification. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, at reasonable times and intervals during normal business hours upon reasonable advance notice to the respective Grantor and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of the Collateral. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party in accordance with and subject to the provisions set forth in Section 9.12 of the Credit Agreement.

SECTION 4.05. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral, in each case to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent to the extent permitted by any contracts or arrangements to which such property is subject. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.08. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any material Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or

processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.09. Limitation on Modification of Accounts. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices.

SECTION 4.10. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.11. Legend. If any Accounts Receivable of any Grantor are evidenced by chattel paper, such Grantor shall legend, in form and manner satisfactory to the Collateral Agent, such Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.12. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws pursuant to which each such Patent is issued.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark sufficient to preclude any findings of abandonment, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law pursuant to which each such Trademark is issued and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws pursuant to which each such Copyright is issued.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral Agent consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals from the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent (except to the extent assignment, transfer or conveyance thereof would result in a loss of said Intellectual Property), or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or

purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any Obligation then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other

compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans and the issuance of Letters of Credit by the Issuing Bank, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the other Loan Documents. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor

without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof applicable to it.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent, the Issuing Bank and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, 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 Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral

Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Issuing Bank has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that such Grantor ceases to be a Subsidiary pursuant to a transaction permitted under the Loan Documents, at which time the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such release.

SECTION 7.15. Additional Grantors. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement is required to enter in to this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

SEMICONDUCTOR COMPONENTS
INDUSTRIES, LLC,

By /s/ Jean-Jacques Morin

Name: Jean-Jacques Morin
Title: Vice President

SCG HOLDING CORPORATION,

By /s/ Jean-Jacques Morin

Name: Jean-Jacques Morin
Title: Vice President

EACH OF THE OTHER GUARANTORS LISTED ON
SCHEDULE I HERETO,

By /s/ Jean-Jacques Morin

Name: Jean-Jacques Morin
Title: Vice President

THE CHASE MANHATTAN BANK, as Collateral
Agent,

By /s/ Marian Schulman

Name: Marian N. Schulman
Title: Vice President

Schedule I to the
Security Agreement

GUARANTORS

SCG Holding Corporation	5005 East McDowell Road Phoenix, AZ 85018
SCG International Development LLC	5005 East McDowell Road Phoenix, AZ 85018
SCG (Malaysia SMP) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85018
SCG (Czech) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85018
SCG (China) Holding Corporation	5005 East McDowell Road Phoenix, AZ 85018
Semiconductor Components Industries Puerto Rico, Inc.	5005 East McDowell Road Phoenix, AZ 85018

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A. MASK WORKS

DOCKET	DESCRIPTION	MW#
MP00265P	103E164 16:2 MUX	7795
MP00255P	100E157 4-Bit MUX	7731
MP00233P	XC63645 Clock Distribution Chip	7175
MP00232P	SC63635 Clock Distribution Chip	7178
MP00231P	SC63633 Clock Distribution Chip	7176
MP00230P	XC63615 Clock Distribution Chip	7177
MP00238P	100E336 Bus Transceiver	7745
MP00227P	10E336 Bus Transceiver	7744
MP00220P	110E193 Error Detection EDL Logic	7822
MP00219P	10E193 Error Detection EDL Logic	7824
MP00216P	100E166 9-Bit Comparator	7730
MP00193P	100E107 5-Bit 2 Input XOR/XNOR	7747
MP00192P	100E104 5-Bit 2 Input AND/NAND	7746
MP00191P	100E101 4-Bit 4 Input OR/NOR	7823
MP00267P	XC3660FN Clock Chip	9-856
MP00259P	100E175 9-Bit Latch	7728
MP00258P	10E175 9-Bit Latch	7726
MP00257P	100E164 16:2 MUX	7727

Schedule III to the
Security Agreement

LICENSES

THIRD PARTY -----	TITLE OF AGREEMENT OR ITEM -----	EFFECTIVE DATE -----
Microsemi	Motorola--Microsemi Technology Agreement	26 February 1996
Stanford University	Nonexclusive Patent Agreement	9 May 1997
Vitellic (H.K.) Limited	Technology Transfer and Contract Products Supply Agreement	29 May 1996
Arizona State University	Sponsored Research Agreement on Leading Indicators for Motorola Product Lines	6 May 1998
Raychem	Joint Development Agreement	30 April 1997
Philips	Letter dated 7 September 1993	

Schedule IV to the
Security Agreement

PATENTS*

DOCKET#	TITLE	FIRST INVENTOR
AP00646	POWER DRIVER HAVING SHORT CIRCUIT PROTECTION	LORINCZ, STEFAN
SC0021AJ	DC/DC CONVERTER	SAKURAI, TADASHI
SC0083ET	PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT	PEYRE-LAVIGNE, ANDRE
SC0092ET	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS	JAUME, DENIS

SC00230AJ	CONTROLLER FOR BATTERY CHARGER	TAMIYA, HAJIME
SC0233ET	SWITCHING TRANSISTOR ARRANGEMENT	LANCE, PHILIPPE
SC0346ER	POWER SWITCHING CIRCUIT	KADANKA, PETER
SC00395ET	POWER SUPPLY	LHERMITE, FRANCOIS
SC04052	MOS TRANSISTOR	TERRY LEWIS EUGENE
SC04091	INPUT RANGING DIVIDER AND METHOD FOR AN ANALOG TO DIGITAL CONVERTER	NEIDORFF, ROBERT
SC04223	ECL MOS BUFFER CIRCUITS	WRATHALL ROBERT STEPHEN
SC04255	OUTPUT STAGE FOR OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04256	OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04258	OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04615	CURRENT LIMITER & METHOD FOR LIMITING CURRENT	MAIN WILLIAM ERIC
SC04760	OUTPUT MULTIPLEXER HAVING ONE GATE DELAY	JEFFREY, PHILIP ALAN
SC04791	MOSFET "H" SWITCH CIRCUIT FOR ADC MOTOR	VALENTINE RICHARD J
SC04837	MONOLITHIC ZERO CROSSING TRIAC DRIVER	YIM HYUNG JIN
SC0486ET	SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE	MARTIN, JEAN-BAPTISTE
SC04932	OVERVOLTAGE AND OVERTEMPERATURE PROTECTION CIRCUIT	SCHULTZ WARREN J

SC05008	METHOD FOR PRODUCING LOW NOISE, HIGH GRADE CONSTANT SEMICONDUCTOR JUNCTIONS	CHRUMA, JERRY
SC05078	CURRENT SENSING CIRCUIT	WRATHALL ROBERT STEPHEN
SC05086	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION	VYNE, ROBERT LEONARD
SC05235	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC05236	SEMICONDUCTOR HOUSING	DUBOIS JERRY MARK
SC05293	IMPROVE OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC05312	CURRENT LIMIT TECHNIQUE FOR MULTIPLE-EMITTER VERTICAL POWER TRANSISTOR	BYNUM BYRON G

SC05364	METHOD OF MAKING GATE TURNOFF SWITCH WITH ANODE SHORT AND BURIED BASE	BENDER, JOHN R
SC0554ET	SEMICONDUCTOR POWER DEVICE	SICARD, THIERRY MICHEL
SC05602C	CURRENT MIRROR CIRCUIT AND METHOD FOR PROVIDING	DAVIS WILLIAM F

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 ZERO TEMPERATURE COEFFICIENT TRIMMABLE CURRENT RATIOS

SC05606C	TRIMMABLE DIFFERENTIAL AMPLIFIER HAVING A ZERO TEMPERATURE COEFFICIENT OFFSET VOLTAGE AND METHOD	DAVIS WILLIAM F
SC05639P	METHOD FOR PASSIVATING A SEMICONDUCTOR JUNCTION	BELMONT EMANUEL
SC05668C	ECL TO TTL VOLTAGE LEVEL TRANSLATOR	BIRRITELLA, MARK S

SC05731C	FREQUENCY DOUBLER CIRCUIT AND METHOD	ALBERKRACK, JADE HENRY
SC05735P	MONOLITHIC TEMPERATURE-COMPENSATED VOLTAGE REFERENCE DIODE AND METHOD FOR ITS MANUFACTURE	BOLAND BERNARD WILLIAM
SC05788C	THERMAL CURRENT SUPPLY CIRCUIT	BYNUM BYRON G
SC05803C	SYMMETRIC LAYOUT FOR QUAD OPERATIONAL AMPLIFIERS	DAVIS WILLIAM F
SC05807C	AUTOMATIC RESTART CIRCUIT FOR A SWITCHING POWER SUPPLY	PACE WILSON D
SC05814C	POWER MOS LOSS OF GROUND PROTECTION	WRATHALL ROBERT STEPHEN
SC05871P	METHOD OF MAKING VERTICAL FIELD EFFECT TRANSISTOR WITH PLURALITY OR GATE INPUT CONNECTIONS	KOURY DANIEL N
SC05878C	OPERATIONAL AMPLIFIER WITH PASSIVE CURRENT LIMITING	DAVIS WILLIAM F
SC05880C	AMPLIFIER HAVING IMPROVED GAIN BANDWIDTH PRODUCT	DAVIS WILLIAM F
SC05881C	DIFFERENTIAL AMPLIFIER INCLUDING BALANCED TWO TERMINAL SERIES RC NETWORK	DAVIS WILLIAM F
SC05901C	VOLTAGE REGULATOR	BYNUM BYRON G
SC05910C	CIRCUIT HAVING AN OUTPUT REFERENCED TO A SPECIFIC VOLTAGE IN RESPONSE TO EITHER AN ECL OR TTL INPUT	PRICE JOHN J JR
SC05966C	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SUSAK, DAVID M
SC05972T	LEAD STRAIGHTENER AND FLATTENER FOR SEMICONDUCTOR DEVICES	GONZALEZ VICTOR MANUEL
SC05983P	MESA ZENER DIODE AND METHOD OF MANUFACTURE THEREOF	WETTEROTH THOMAS A
SC05986C	TRIMMABLE CURRENT SOURCE	SUSAK, DAVID M
SC05988C	OPERATIONAL AMPLIFIER UTILIZING FET FOLLOWERS	SUSAK, DAVID M
SC0598AJ	CHARGE AND DISCHARGE CONTROLLER BATTERY	YADA, AKITOSHI
SC05991C	OPERATIONAL AMPLIFIER UTILIZING JFET FOLLOWERS AND FEED-FORWARD CAPACITORS	SUSAK, DAVID M
SC05996C	OPERATIONAL AMPLIFIER UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	DAVIS, WILLIAM F
SC06013C	AMPLIFIER HAVING IMPROVED GAIN/BANDWIDTH PRODUCT	VYNE, ROBERT LEONARD
SC06035T	METHOD OF PRODUCING A THERMOGENETIC SEMICONDUCTOR DEVICE	KALFUS MARTIN AARON
SC06109P	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER	LESK ISRAEL ARNOLD

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SC06123P	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE	ROBB STEPHEN PAUL
SC06224C	ECL GATE HAVING DUMMY LOAD FOR SUBSTANTIALLY REDUCING SKEW	MCDONALD JAMES TODD
SC06237C	SEMICONDUCTOR STRUCTURE WITH CLOSELY COUPLED SUBSTRATE TEMPERATURE SENSE ELEMENT	FAY GARY V
SC06244T	FORMED TOP CONTRACT FOR NON-FLAT SEMICONDUCTOR DEVICE	KALFUS MARTIN AARON
SC06266C	DUAL CHANNEL CURRENT MODE SWITCHING REGULATOR	ALBERKRACK, JADE HENRY
SC06271P	CONTROLLED VOLTAGE DROP DIODE	SUNDSTROM RAY D
SC06274C	OPERATIONAL AMPLIFIER	SUSAK DAVID M
SC06276C	START CIRCUIT FOR A BANDGAP REFERENCE CELL	CAVE DAVID
SC06327P	LOW VOLTAGE DEEP JUNCTION DEVICE AND METHOD	LIAW H MING
SC06330C	ECL LOGIC GATE	HOLLSTEIN, ROGER L.
SC06331T	METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING LEADFRAMES	SPANJER KEITH GORDON
SC06346C	POWER FIELD EFFECT TRANSISTOR DRIVER CIRCUIT FOR PROTECTION FROM OVER VOLTAGES	DUNN WILLIAM CHARLES
SC06347C	VOLTAGE LEVEL CONVERSION CIRCUIT	DUNN WILLIAM CHARLES
SC06366P	SELF ALIGNED VERTICAL FIELD EFFECT TRANSISTOR HAVING AN IMPROVED SOURCE CONTACT	DAVIES ROBERT BRUCE
SC06388T	SELF-CENTERING ELECTRODE FOR POWER DEVICES	KALFUS MARTIN
ISC06402P	HIGH VOLTAGE VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED SAFE OPERATING AREA	ROBB STEPHEN P
SC06445T	BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES	SHARMA RAVINDER K
SC06458C	SUBSTRATE INJECTION CLAMP	PIGOTT, JOHN M
SC06470C	NEGATIVE VOLTAGE CLAMP	PIGOTT, JOHN M
SC06471P	METHOD FOR MAKING SEMICONDUCTOR DEVICE HAVING HIGH ENERGY SUSTAINING CAPABILITY AND A TEMPERATURE SUSTAINING VOLTAGE	PHIPPS, JOHN P
SC06488C	CURRENT SWITCH	BADER SCOTT K
SC06489C	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	SUSAK, DAVID M
SC06499C	LOAD CONTROLLED ECL TRANSIENT DRIVER	SCHUCKER DOUGLAS W.
SC06501C	TRANSFORMERLESS SEMICONDUCTOR AC SWITCH HAVING INTERNAL BIASING MEANS	FAY GARY VERNOR
SC06546C	DUAL SUPPLY ECL TO TTL TRANSLATOR	SUNDSTROM RAY
SC06552C	TTL OUTPUT DRIVER HAVING AN INCREASED HIGH OUTPUT LEVEL	NEELY ERIC
SC06554P	METHOD FOR FORMING SEMICONDUCTOR CONTACTS BY ELECTROLESS PLATING	MORAN JOHN D
SC06562C	CONTROL CIRCUIT FOR RAPID GATE DISCHARGE	DAVIES ROBERT BRUCE

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SC06586C	CURRENT MIRROR HAVING LARGE CURRENT SCALING FACTOR	ABDI, BEHROOZ L
SC06591C	THERMAL PROTECTION METHOD FOR A POWER DEVICE	DAVIES, ROBERT BRUCE
SC06597C	AN ECL TO TTL/CMOS TRANSLATOR USING A SINGLE POWER SUPPLY	PETTY CLEON
SC06598C	FULL WAVE RECTIFIER AVERAGING CIRCUIT	SUSAK DAVID M
SC06618P	METHOD FOR MANUFACTURING SEMICONDUCTOR RECTIFIER	MORAN JOHN D
SC06660P	METHOD FOR MAKING A SEMICONDUCTOR DIODE	JACKSON KEVIN B
SC06691C	VOLTAGE TRESHOLD GENERATOR FOR USE IN DIODE LOAD EMITTER COUPLED LOGIC CIRCUITS	HUEHNE KARL JACKSON
SC06698C	CURRENT SOURCE REGULATOR	MAIN WILLIAM ERIC
SC06701P	SEMICONDUCTOR DEVICE HAVING INTERNAL CURRENT UNIT OVER-VOLTAGE PROTECTION	MASQUELIER MICHAEL P
SC06704C	ALPHA ENHANCEMENT OF A TRANSISTOR USING BASE CURRENT FEEDBACK TO THE EMITTER	WELTY DENNIS L
SC06712P	HIGH REVERSE VOLTAGE IGT	FAY GARY V
SC06716P	METHOD AND APPARATUS FOR ADJUSTING PLATING SOLUTION FLOW CHARACTERISTICS AT SUBSTRATE CATHODE PERIPHERY TO MINIMIZE EDGE	SCHUSTER VIRGIL E
SC06717P	HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH RETARDING IMPLANT	DAVIES ROBERT BRUCE
SC06734P	FAST DAMPER DIODE AND METHOD	ANDERSON SAMUEL J
SC06740P	AVALANCHE STRESS PROTECTED SEMICONDUCTOR DEVICE HAVING VARIABLE INPUT IMPEDANCE	ROBB STEPHEN P
SC06746P	ZIG-ZAG V-MOS TRANSISTOR STRUCTURE	HARRINGTON, ALAN L
SC06759C	UNIVERSAL POWER SUPPLY MONITOR CIRCUIT	ALBERKRACK, JADE HENRY
SC06768C	THERMAL CLAMP FOR AN IGNITION COIL DRIVER	BENNETT PAUL T
SC06771P	INTEGRATED HIGH VOLTAGE TRANSISTORS HAVING MINIMUM TRANSISTOR TO TRANSISTOR CROSSTALK	CLARK LOWELL E
SC06775C	AMPLIFIER OUTPUT STAGE	SUSAK DAVID M
SC06781C	HIGH VOLTAGE BRIDGE INTERFACE FOR AC AND BRUSHLESS DC MOTOR CONTROL	DAVIES ROBERT BRUCE
SC06793T	IMPROVED RECTIFIER AND METHOD	WASMER, WILLIAM DARWIN
SC06797C	HIGH SPEED CMOS MULTIPLEXER HAVING REDUCED PROPAGATION DELAY	FELDBAUMER DAVID D
SC06804C	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE	BENNETT PAUL THOMAS
SC06813C	DIFFERENTIAL ECL BUS TRI-STATE DETECTION RECEIVER	ESGAR DWIGHT D
SC06824C	AN ECL TO CMOS LOGIC TRANSLATOR	DIXON ROBERT
SC06829C	HIGH SPEED ECL TO TTL TRANSLATOR HAVING A NON-SCHOTTKY CLAMP FOR THE OUTPUT STAGE TRANSISTOR	PHAN M NGHIEM
SC06832C	A BALANCE SPURIOUS FREE OSCILLATOR	HOWELL WILLIAM J
SC06846P	FIELD PLATE AVALANCHE DIODE	LESK ISRAEL ARNOLD
SC06849C	ECL CIRCUIT WITH LOW VOLTAGE/FAST PULL-DOWN	PHAN M NGHIEM
SC06874C	PROGRAMMABLE DELAY CIRCUIT FOR DIGITAL INTEGRATED CIRCUITS	SWAPP MAVIN C
SC06882C	LOW POWER OUTPUT GATE	JEFFREY, PHILIP ALAN
SC06886C	AMPLIFIER HAVING TWO OPERATING MODES	VYNE, ROBERT LEONARD

SC06904P	METHOD FOR PRODUCING SEMICONDUCTOR DEVICES HAVING BULK THEREIN	CHIOU HERNG-DER
SC06923C	SLOPE COMPENSATION CIRCUIT FOR STABILIZING CURRENT MODE CONVERTERS	TISINGER, ERIC W
SC06928C	LOW VOLTAGE CIRCUIT TO CONTROL HIGH VOLTAGE TRANSISTOR	BERRINGER KENNETH A
SC06956C	FAULT DETECTION CIRCUIT	HOLLSTEIN, ROGER L.
SC06966C	A CURRENT THRESHOLD DETECTOR CIRCUIT	PETTY, THOMAS DAVID
SC06971C	BICMOS TTL OUTPUT DRIVER	WANG MICHAEL D
SC06980P	METHOD OF MAKING ENHANCED INSULATE GATE BIPOLAR TRANSISTOR	TERRY LEWIS E
SC06998P	SEMICONDUCTOR DEVICE AND METHOD	SCHOENBERG MARK
SC07103C	ECL TO CMOS TRANSLATION AND LATCH LOGIC CIRCUIT	HSUEH PAUL W
SC07120C	SOURCE TERMINATED TRANSMISSION LINE DRIVER	SEELBACH, WALTER C
SC07131C	LOW NOISE MOTOR DRIVE CIRCUIT	SCHULTZ WARREN J
SC07155P	INSULATED GATE SEMICONDUCTOR DEVICE WITH REDUCED BASE-TO-SOURCE ELECTRODE SHORT	CLARK LOWELL E
SC07226P	VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING	RUTTER ROBERT E
SC07343P	CONDUCTIVITY MODULATED INSULATED GATE SEMICONDUCTOR DEVICE	CLARK LOWELL E
SC07353C	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT	PACE WILSON DAVID
SC07369P	VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED CONTROL OF LOW RESISTIVITY REGION GEOMETRY	DAVIES ROBERT B
SC07386C	RAIL-TO-RAIL OUTPUT STAGE OF AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC07387C	RAIL-TO-RAIL OUTPUT STAGE OF AN OPERATIONAL AMPLIFIER	KODA, RIKKI
SC07390C	TURN OFF DELAY REDUCTION CIRCUIT AND METHOD	PACE DAVID W
SC07417C	H-BRIDGE FLYBACK RECIRCULATOR	PIGOTT, JOHN M
SC07471P	METHOD FOR MAKING A SCHOTTKY DIODE THAT IS COMPATIBLE WITH HIGH PERFORMANCE TRANSISTOR STRUCTURES	SUNDARAM LALGUDI M G
SC07479C	SHORT-CIRCUIT PROOF FIELD EFFECT TRANSISTOR	ROBB STEPHEN P
SC07481P	FABRICATING DUAL GATE THIN FILM TRANSISTORS	ROBB FRANCINE Y
SC07493P	EDGE TERMINATION STRUCTURE	PHIPPS JOHN P
SC07550C	CURRENT DRIVER CONTROL CIRCUIT FOR A POWER DEVICE	DAVIES ROBERT BRUCE
SC07554P	HIGH POWER SEMICONDUCTOR DEVICE WITH INTEGRAL ON-STATE VOLTAGE DETECTION STRUCTURE	CLARK LOWELL E
SC07558C	SWITCHABLE ACTIVE BUS TERMINATION CIRCUIT	FELDBAUMER DAVID W
SC07581C	SEMICONDUCTOR DEVICE HAVING A LARGE SENSE VOLTAGE	DAVIES ROBERT BRUCE
SC07598P	PN JUNCTION SURGE SUPPRESSOR STRUCTURE WITH MOAT	SCHOENBERG MARK A
SC07675C	LOAD CONTROL CIRCUIT INCLUDING AUTOMATIC AC/DC DISCERNMENT	SU, STEPHEN
SC07789C	MILLER LOOP COMPENSATION NETWORK WITH	MOORE, BRADLEY T

CAPACITANCE DRIVE		

SC07816C	OUTPUT DRIVER STAGE WITH TWO TIER CURRENT LIMIT PROTECTION	TISINGER ERIC W
SC07875T	INSULATED SEMICONDUCTOR PACKAGE	LETTERMAN JAMES P JR
SC07918C	BIDIRECTIONAL TWO-TERMINAL THYRISTOR	CLARK LOWELL EUGENE
SC07971P	HIGH VOLTAGE TRANSISTOR HAVING REDUCED ON-RESISTANCE	OKADA, DAVID N.
SC08006C	QUICK-START AND OVERVOLTAGE PROTECTION FOR A SWITCHING REGULATOR CIRCUIT	BARROW, STEVEN M
SC08118C	FLIP FLOP CIRCUIT AND METHOD THEREFOR	KHOSRAVI KORY
SC08182P	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE AND METHOD	TU SHANG-HUI LARRY
SC08223P	METHOD FOR DOPING A SEMICONDUCTOR WAFER HAVING A DIFFUSION ENHANCEMENT REGION	CHOU HERNG-DER
SC08227C	NEGATIVE SLEW RATE ENHANCEMENT CIRCUIT FOR AN OPERATIONAL AMPLIFIER	STOCKSTAD TROY L
SC08231C	HIGH IMPEDANCE OUTPUT DRIVER STAGE AND METHOD THEREFOR	PETTY, THOMAS DAVID
SC08256C	OPERATIONAL AMPLIFIER WITH ALL NPN TRANSISTOR OUTPUT STAGE	STOCKSTAD TROY L
SC08300T	PLASTIC ENCAPSULATED MICROELECTRONIC DEVICE AND METHOD	ANDERSON SAMUEL JAMES
SC08346C	MULTI-LEAD PROTECTED POWER DEVICE HAVING CURRENT AND BOOT-STRAP INPUTS	DAVIES, ROBERT BRUCE
SC08351C	THREE LEADED PROTECTED POWER DEVICE HAVING VOLTAGE INPUT	MIETUS DAVID FRANCIS
SC08358C	PULSED BATTERY CHARGER CIRCUIT	HALL, JEFFERSON W
SC08361P	METHOD OF FORMING AN INSULATED GATE SEMICONDUCTOR DEVICE AND DEVICE FORMED	ANDERSON SAMUEL JAMES
SC08385C	CIRCUIT FOR CONTROLLING CURRENT FLOW BETWEEN TWO NODES	PERKINS, GEOFFREY W
SC08426C	NON-SATURATING BIPOLAR TRANSISTOR CIRCUIT	ESGAR DWIGHT D
SC08428P	PROCESS FOR MAKING A POWER MOSFET DEVICE AND STRUCTURE	TAM GORDON
SC08466C	TWO STAGE DRIVE CIRCUIT FOR A FET	DIXON ROBERT
SC08515T	CIRCUIT AND METHOD OF PREVIEWING ANALOG TRIMMING	STOLFA DAVID L
SC08531C	FULL DIFFERENTIAL DATA QUALIFICATION CIRCUIT FOR SENSING A LOGIC STATE	KAYLOR SCOTT ALAN
SC08549P	TRANSISTOR WITH COMMON BASE REGION	ROBB STEPHEN PAUL
SC08557P	METHOD AND DEVICE FOR SENSING SURFACE TEMPERATURE OF AN INSULATED GATE SEMICONDUCTOR DEVICE	DAVIES ROBERT BRUCE
SC08573C	PULSE WIDTH MODULATOR HAVING A DUTY CYCLE PROPORTIONAL TO THE AMPLITUDE OF AN INPUT SIGNAL FROM A DIFFERENTIAL TRANSDUCER AMPLIFIER	BAUM JEFFREY
SC08622C	OFF-LINE BOOTSTRAP STARTUP CIRCUIT	TISINGER ERIC W
SC08624C	CIRCUIT AND METHOD FOR PROVIDING PHASE SYNCHRONIZATION OF ECL AND TTL/CMOS SIGNALS	HANKE C CHRISTOPHER
SC08692C	BATTERY CHARGER STATUS MONITOR CIRCUIT AND	YEE RENWIN JOURN

METHOD THEREFOR		
SC08696C	VOLTAGE REGULATOR AND METHOD THEREFOR	STOCKSTAD, TROY L.
SC08708T	ELECTRONIC SURFACE MOUNT DEVICE AND METHOD FOR MAKING	MAYS LONNE LEE
SC08715C	CIRCUIT AND METHOD FOR TRANSLATING AN ECL SIGNAL TO A TTL SIGNAL	PHAM PHUC C
SC08730P	SEMICONDUCTOR STRUCTURE WITH FIELD-LIMITING RINGS AND METHOD FOR MAKING	GROENIG PAUL JON
SC08737S	FLYBACK POWER SUPPLY HAVING A VCO CONTROLLED SWITCHING RATE	BROWN MARTIN JAY
SC08739C	POWER TRANSISTOR RAPID TURN OFF CIRCUIT FOR SAVING POWER	ROBB STEPHEN PAUL
SC08746P	VERTICAL IGFET CONFIGURATION HAVING LOW ON-RESISTANCE AND METHOD	KNOCH, LYNNITA K
SC08757P	HIGH VOLTAGE PLANAR EDGE TERMINATION STRUCTURE AND METHOD OF MAKING SAME	ROBB STEPHEN PAUL
SC08759C	CIRCUIT AND METHOD FOR ADJUSTING A PULSE WIDTH OF A SIGNAL	SUNDSTROM RAY D
SC08763C	SERIAL DATA CLOCK RECOVERY CIRCUIT USING DUAL OSCILLATOR CIRCUIT	FORD, DAVID K
SC08825C	CIRCUIT AND METHOD OF INDICATING DATA HOLD-TIME	FORD, DAVID K
SC08830C	CIRCUIT AND METHOD OF TIMING DATA TRANSFERS	FORD, DAVID K
SC08832P	METHOD OF MAKING SURGE SUPPRESSOR SWITCHING DEVICE	SAUCEDO FLORES, EMMANUEL
SC08862C	CIRCUIT LIMIT SENSE CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR	BENNETT, PAUL THOMAS
SC08882C	COMPARATOR CIRCUIT	MAHABADI JOHN KOUROS
SC08961C	LOW POWER FLIP-FLOP CIRCUIT AND METHOD THEREFOR	REYES ALBERTO
SC08987P	ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING	HEIM BARRY B
SC08994C	INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREOF	ANDERSON DAVID J
SC08996C	POWER FACTOR CONTROL CIRCUIT HAVING A BOOST CURRENT FOR INCREASING A SPEED OF A VOLTAGE CONTROL LOOP AND METHOD THEREOF	HALL, JEFFERSON W
SC08997C	CIRCUIT AND METHOD OF MONITORING BATTERY CELLS	YEE RENWIN JOURN
SC09006C	AMPLIFIER CIRCUIT WITH CHARGE PUMP SUPPLYING A DIFFERENTIAL TRANSISTOR PAIR	PETTY, THOMAS DAVID
SC09030P	VERTICAL MOSFET DEVICE HAVING FRONTSIDE AND BACKSIDE CONTACTS	VASQUEZ, BARBARA
SC09063T	SEMICONDUCTOR DEVICE WITH FLAME SPRAYED HEAT SPREADING LAYER AND METHOD	RALEIGH CARL J
SC09078C	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL	STOCKSTAD TROY L

SC09101P	METHOD OF FORMING AN ALLOYED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED	ROBB FRANCINE Y
SC09117C	AMPLIFIER HAVING AN OUTPUT STAGE WITH BIAS CURRENT CANCELLATION	PETTY, THOMAS DAVID
SC09129P	LATCH RESISTANT INSULATED GATE SEMICONDUCTOR	FRAGALE, WILLIAM LEE

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----- DEVICE -----		
SC09146T	SEMICONDUCTOR LEADFRAME STRUCTURE COMPATIBLE WITH DIFFERING BOND WIRE MATERIALS	BAILEY, KEITH WOODVEL
SC09171P	SEMICONDUCTOR DEVICE HAVING HIGH VOLTAGE PROTECTION CAPABILITY	SHEN ZHENG
SC09313C	PEAK VOLTAGE AND PEAK SLOPE DETECTOR FOR A BATTERY CHARGER CIRCUIT	SOMERVILLE, THOMAS A
SC09331P	EDGE TERMINATION STRUCTURE	HADIZAD PEYMAN
SC09338C	OUTPUT CIRCUIT AND METHOD FOR SUPPRESSING SWITCHING NOISE THEREIN	HU, TZU-HUI (PAUL)
SC09366C	PROTECTION ELEMENT AND METHOD FOR PROTECTING A CIRCUIT	MITTER, C S
SC09369C	REFERENCE VOLTAGE CIRCUIT HAVING A SUBSTANTIALLY ZERO TEMPERATURE COEFFICIENT	MIETUS, DAVID FRANCIS
SC09373T	LOW COST FULLY ISOLATED SEMICONDUCTOR DEVICE	LETTERMAN JR, JAMES P
SC09418C	OVERCURRENT DETECTION CIRCUIT FOR A POWER MOSFET AND METHOD THEREFOR	PETTY, THOMAS D

SC09469P	HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING	HEMINGER, DAVID M
SC09499C	METHOD FOR BALANCING POWER SOURCES AND STRUCTURE THEREFOR	STOCKSTAD, TROY L
SC09500P	METHOD OF ETCHING A SEMICONDUCTOR SUBSTRATE	CRIFE, JERRY D
SC09541T	SEMICONDUCTOR DIODE DEVICE AND METHOD OF MANUFACTURE	MAYS, LONNE LEE
SC09546C	HIGH-SIDE CURRENT SENSE AMPLIFIER	SOMERVILLE, THOMAS A
SC09557C	ZERO CROSSING TRIAC AND METHOD	HEMINGER, DAVID M
SC09565P	METHOD OF MANUFACTURING A SEMICONDUCTOR DEVICE AND TERMINATION STRUCTURE	TSOI, HAK YAM
SC09586T	ELECTRONIC PACKAGE AND METHOD	ELLIOTT, ALEX J
SC09589P	METHOD OF PASSIVATING A SEMICONDUCTOR SUBSTRATE	LE, HIEP M
SC09607P	METHOD OF ETCHING ADJACENT LAYERS	MORAN, JOHN D
SC09623C	LOW VOLTAGE OPERATIONAL AMPLIFIER BIAS CIRCUIT AND METHOD	GRIFFITH, RICHARD
SC09624C	LOW VOLTAGE OPERATIONAL AMPLIFIER INPUT STAGE AND METHOD	DOTSON, ROBERT N
SC09646T	METHOD OF MANUFACTURING SEMICONDUCTOR COMPONENTS	LETTERMAN, JR. JAMES P
SC09647C	VOLTAGE AND CURRENT REFERENCE CIRCUIT WITH A LOW TEMPERATURE COEFFICIENT	HALL, JEFFERSON W
SC09669P	INDUCTIVE DRIVER CIRCUIT AND METHOD THEREFOR	HEMINGER, DAVID M
SC09707C	INTEGRATED CIRCUIT AND METHOD FOR GENERATING A TRANSIMPEDANCE FUNCTION	MAIN, WILLIAM ERIC
SC09720C	LOW VOLTAGE OPERATIONAL AMPLIFIER AND METHOD	DOTSON, ROBERT N
SC09723T	SEMICONDUCTOR ENCAPSULATION METHOD	MUKERJI, PROSANTO K
SC09745P	SEMICONDUCTOR DEVICE AND METHOD OF MANUFACTURE	ROBB, FRANCINE Y
SC09758C	METHOD AND CIRCUIT FOR CURRENT REGULATION	DUREC, JEFFREY C.

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SC09864C	METHOD FOR SYNCHRONIZING SIGNALS AND STRUCTURES THEREFOR	FORD, DAVID K
SC09889C	METHOD AND CIRCUIT FOR REDUCING OFFSET VOLTAGES FOR A DIFFERENTIAL INPUT STAGE	PETTY, THOMAS DAVID
SC09953C	ADAPTIVE ENCODER CIRCUIT FOR MULTIPLE DATA CHANNELS AND METHOD OF ENCODING	SCHWARTZ, DANIEL B
SC10001C	MONOLITHIC CLAMPING CIRCUIT AND METHOD OF PREVENTING TRANSISTOR AVALANCHE BREAKDOWN	SHEN, ZHENG
SC10064C	BATTERY PROTECTION SYSTEM AND PROCESS FOR CHARGING A BATTERY	ALBERKRACK, JADE HENRY
SC10084P	CLAMP DISPOSED AT EDGE OF A DIELECTRIC STRUCTURE IN A SEMICONDUCTOR DEVICE AND METHOD OF FORMING SAME	HADIZAD, PEYMAN
SC10091C	METHOD AND CIRCUIT FOR CURRENT LIMITING OF DC-DC REGULATORS	LAI, NELSON
SC10098C	POWER CONVERSION INTEGRATED CIRCUIT AND METHOD FOR PROGRAMMING	HALL, JEFFERSON W
SC10110C	BANDGAP REFERENCE CIRCUIT AND METHOD	SOMERVILLE, THOMAS A
SC10238C	OVERVOLTAGE PROTECTION DEVICE AND METHOD	IDA, RICHARD T.
SC10356T	METHOD FOR PACKAGING A SEMICONDUCTOR DEVICE	DARBHA, SURY NARAYANA
SC10368P	POWER SEMICONDUCTOR DEVICE AND METHOD	ROBB, STEPHEN PAUL
SC10405P	POWER SWITCHING TRENCH MOSFET HAVING ALIGNED SOURCE REGIONS AND METHOD OF MAKING	MATTHEW, LEO

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THEREFOR

SC75745B INTEGRATED VOLTAGE SUPPLY ALASPA, ALAN A.

SC78192 MONOLITHIC SEMICONDUCTOR TRIGGER ALONAS, PAUL GEORGE

SC78192A METHOD FOR MAKING A LIGHT-ACTIVATED LINE-OPERABLE
ZERO-CROSSING SWITCH INCLUDING TWO LATERAL
TRANSISTORS

SC79769 START-UP CIRCUIT ALBERKRACK, JADE HENRY

SC79770 SWITCHING POWER SUPPLY ALBERKRACK, JADE HENRY

SC80071 LINEAR FULL WAVE RECTIFIER CIRCUIT LUNN GERALD KEITH

SC80919 VOLTAGE BOOSTER CIRCUIT CATER ERNEST A

SC80946 CURRENT LIMITING CIRCUIT BROWN, LELAND THOMAS

SC81117 DRIVER CIRCUIT FOR USE WITH INDUCTIVE LOADS OR THE LIKE LOCASCIO JAMES J

SC81120 BUTTON RECTIFIER PACKAGE FOR NON-PLANAR DIE ADDIE DAVID LESLIE

SC81169 CURRENT OUTPUT OSCILLATOR BYNUM BYRON G

SC81187T HIGH CURRENT PACKAGE WITH MULTI-LEVEL LEADS DUBOIS JERRY MARK

SC1050T LETTERMAN

SC10509T LETTERMAN

SC10601P ROBB

SC10642P MATHEW

SC10673P SHUMATE

SC10695C JEFFERY

SC10700C BALL

SC10716T MUKERJI

SC10717T NORTON

SC10718T NORTON

SC10719P SALIH

SC10729C HALL

SC10730C HALL

SC10740T POPE

SC10762C HALL

SC10762T NOLAN

SC10763P PEARSE

SC10768C VYNE

SC10769C PETTY

SC10770T NOLAN

SC10774T NOLAN

SC10783C HALL

SC10789T INMON

SC10790P ROBB

SC10808C THOMSON

SC10810P VENKATRAMAN

SC10821P HOSSAIN

SC10822P SUNDARAM

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SC10823P	SUNDARAM
SC10824P	CHANG
SC10826P	VENKATRAMAN
SC10827P	VENKATRAMAN
SC10828P	SALIH
SC10829P	SALIH
SC10830P	VENKATRAMAN
SC10839P	HAKKAL

Confidential Information in this Exhibit 10.4 has been omitted and filed separately with the Securities and Exchange Commission.

Schedule V to the
Security Agreement

TRADEMARKS

TRADEMARK	COUNTRIES	STATUS
ALEXIS	USA	Common Law
Bullet-Proof	USA	Common Law
	JAPAN	Registered
CHIPSCRETES	USA	Common Law
Designer's	USA	Common Law
DUOWATT	USA	Common Law
E-FET	USA	Common Law
EASY SWITCHER	USA	Common Law
ECL300	USA	Common Law
ECLinPS	USA	Common Law
ECLinPS/ELITE	USA	Common Law
EpiBase	USA	Common Law
	JAPAN	Registered
Epicap	USA	Common Law
ESD...SURGE PROTECTION	USA	Common Law
EZFET	USA	Common Law
FULLPAK	USA	Common Law
GEMFET	USA	Common Law
	JAPAN	Registered
HDTMOS	USA	Registered
	JAPAN	Registered
HVTMOS	JAPAN	Registered
ICePAK	USA	Common Law
	JAPAN	Registered
L2TMOS	USA	Common Law
MCCS	USA	Common Law

TRADEMARK	COUNTRIES	STATUS
MDTL	USA	Common Law
MECL	USA	Common Law
MEGAHERTZ	USA	Common Law
MHTL	USA	Common Law
MiniMOS	USA	Common Law
MiniMOSORB	USA	Common Law
Mosorb	USA	Common Law
MRTL	USA	Common Law
M TTL	USA	Common Law
Multi-Pak	USA	Common Law
PowerBase	USA	Common Law
PowerLux	USA	Abandoned 1998
POWERTAP	USA	Common Law
Quake	USA	Common Law
Rail-To-Rail	USA	Abandoned
SCANSWITCH	USA	Common Law
SENSEFET	JAPAN	Registered
	USA	Common Law
SLEEPMODE	JAPAN	Registered
	USA	Common Law
SMALLBLOCK	USA	Common Law
	JAPAN	Registered
SMARTDISCRETES	USA	Common Law
SMARTswitch	USA	Common Law
SUPERBRIDGES	USA	Common Law
SuperLock	USA	Common Law
Surmetic	USA	Common Law
	FRANCE	Registered
	JAPAN	Registered
SWITCHMODE	USA	Common Law

TRADEMARK	COUNTRIES	STATUS
Thermopad Thermowatt TMOS	JAPAN	Registered
	USA	Common Law
	USA	Common Law
	USA	Registered
	BENELUX	Registered
	FINLAND	Registered
	FRANCE	Registered
	GREAT BRITAIN	Registered
	GERMANY	Registered
	ITALY	Registered
	JAPAN	Registered
	NORWAY	Registered
	USA	Registered
	ITALY	Registered
TMOS & Design Device	USA	Registered
TMOS Stylized	ITALY	Registered
	BENELUX	Registered
	FINLAND	Registered
	FRANCE	Registered
	GREAT BRITAIN	Registered
	GERMANY	Registered
	NORWAY	Registered
	USA	Common Law
	USA	Common Law
	USA	Common Law
Unibloc UNIT/PAK Uniwatt	USA	Common Law
	USA	Common Law
WaveFET	JAPAN	Registered
	USA	Common Law
Z-Switch	USA	Registered
	JAPAN	Registered
ZIP R TRIM	USA	Common Law
	USA	Common Law

[Form of]

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement, dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SCG HOLDING CORPORATION ("Holdings"), SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), and CREDIT LYONNAIS NEW YORK BRANCH, DLJ CAPITAL FUNDING, INC. and LEHMAN COMMERCIAL PAPER INC., as co-documentation agents (in such capacity, the "Documentation Agents" and, together with the Administrative Agent and the Collateral Agent, the "Agents") and (b) the Security Agreement, dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors and the Collateral Agent. Capitalized terms used herein but not defined herein having the respective meanings set forth in the Credit Agreement and the Security Agreement.

The undersigned, a Financial Officer of Holdings, hereby certify to the Agents and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

Grantor	Mailing Address	County	State
-----	-----	-----	-----

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*"):

Grantor	Mailing Address	County	State
-----	-----	-----	-----

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

Grantor	Mailing Address	County	State
-----	-----	-----	-----

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

Grantor	Mailing Address	County	State
-----	-----	-----	-----

(e) Set forth below opposite the name of each Grantor are the names and addresses of all Persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Grantor	Mailing Address	County	State
-----	-----	-----	-----

3. Unusual Transactions. All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. UCC Filings. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 4 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

5. Schedule of Filings. Attached hereto as Schedule 5 is a schedule setting forth, with respect to the filings described in Section 4 above, each filing and the filing office in which such filing is to be made.

6. Filing Fees. All filing fees and taxes payable in connection with the filings described in Section 4 above have been paid or provided for.

7. Stock Ownership. Attached hereto as Schedule 7 is a true and correct list of all the duly authorized, issued and outstanding Equity Interests of each Subsidiary (including the Borrower) and the record and beneficial owners of such Equity Interests. Also set forth on Schedule 7 is each Equity Interest of Holdings and each Subsidiary (including the Borrower) that represents 50% or less of the equity of the entity in which such investment was made.

8. Notes. Attached hereto as Schedule 8 is a true and correct list of all notes held by Holdings and each Subsidiary (including the Borrower) and all intercompany notes between Holdings and each Subsidiary (including the Borrower) and between each Subsidiary (including the Borrower) and each other such Subsidiary (including the Borrower).

9. Advances. Attached hereto as Schedule 9 is (a) a true and correct list of all advances made by Holdings to any Subsidiary (including the Borrower) or made by any Subsidiary (including the Borrower) to Holdings or to any other Subsidiary (including the Borrower), which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to Holdings or any Subsidiary (including the Borrower).

10. Mortgage Filings. Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the entity that owns such property as such name appears in its certificate of formation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on
this | | th day of | |.

SCG HOLDING CORPORATION,

By

Name:

Title: [Financial Officer]

Annex 3 to the
Security Agreement

SUPPLEMENT NO. [] dated as of [], to the Security Agreement dated as of August 4, 1999, among SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC, a Delaware limited liability company (the "Borrower"), SCG HOLDING CORPORATION, a Delaware corporation ("Holdings"), each subsidiary of Holdings listed on Schedule I thereto (each such subsidiary individually a "Subsidiary" or a "Guarantor" and, collectively, the "Subsidiaries" or, with Holdings, the "Guarantors"; the Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein).

A. Reference is made to (a) the Credit Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders"), Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and Credit Lyonnais New York Branch, DLJ Capital Funding, Inc. and Lehman Commercial Paper Inc., as co-documentation agents, and (b) the Guarantee Agreement dated as of August 4, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement is required to enter in to this Agreement as a Grantor upon becoming a Subsidiary Loan Party. Section 7.15 of the Security Agreement provides that such Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof except to the extent a representation and warranty expressly relates solely to a specific date in which case such representation and warranty shall be true and correct on such date. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the

New Grantor shall be given to it at the address set forth under its signature below, with a copy to the Borrower.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By

Name:
Title:
Address:

THE CHASE MANHATTAN BANK, as Collateral Agent,

By

Name:
Title:

AMENDED AND RESTATED
INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT ("Agreement"), as amended and restated herein, is entered into this 4th day of August 1999 (the "Effective Date",) by and between MOTOROLA, INC., a Delaware Corporation (hereinafter "MOTOROLA"), acting through its Semiconductor Products Sector ("SPS"), and Semiconductor Components Industries, L.L.C., a Delaware limited liability company ("SCILLC").

RECITALS

WHEREAS, MOTOROLA, through its Semiconductor Components Group ("SCG"), develops, manufactures and sells discrete and integrated circuit semiconductor products and related products.

WHEREAS, SCG presently is a part of SPS.

WHEREAS, SCG has operations in the United States and numerous foreign countries.

WHEREAS, MOTOROLA desires to reorganize the business, assets, properties and operations presently constituting SCG to establish SCG as a "stand alone" business, separate from the remainder of SPS (the "Reorganization").

WHEREAS, SCG Holding Corporation, formerly known as Motorola Energy Systems, Inc., a Delaware corporation is a wholly owned subsidiary of MOTOROLA (hereinafter, "SCG Holding"), and SCILLC is a wholly-owned subsidiary of SCG Holding.

WHEREAS, SCG Holding and SCILLC are to be among the entities into which MOTOROLA contributes the business, assets and operations of SCG (the "SCG Business") pursuant to the Reorganization.

WHEREAS, MOTOROLA is the owner or licensee of certain intellectual property under which MOTOROLA will hereunder assign, license, or sublicense, as the case may be, to SCILLC certain intellectual property to support and continue the operation of the SCG Business (such transactions hereunder to be treated as a contribution by MOTOROLA to the capital of SCG Holding),

WHEREAS, the Parties hereto contemplate entering into a Reorganization Agreement as soon as practicable following the date hereof under which it is contemplated that the Reorganization will be effected (the "Reorganization Agreement").

NOW, THEREFORE, in furtherance of the foregoing premises and in consideration of the mutual covenants and obligations hereinafter set forth, the Parties hereto, intending to be legally bound hereby, do agree as follows:

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* Confidential Information in this Exhibit 10.5 has been omitted and filed separately with the Securities and Exchange Commission.

SECTION 1

DEFINITION AND TERMS

As used in the agreement, the following terms shall have the meaning set forth or referenced below:

- 1.1. ASSIGNED COPYRIGHTABLE MATERIALS means MOTOROLA owned data sheets, data books, application notes, and other advertising materials used in connection with the marketing and sale of any SCG PRODUCT and which do not bear the trademark or tradenames of MOTOROLA other than ASSIGNED TRADEMARKS. ASSIGNED COPYRIGHTABLE MATERIALS does not include software or tangible documentation of the process flow sheets used in the manufacture of any product.
- 1.2. ASSIGNED KNOW HOW means know-how as set forth in Exhibit 1.2.
- 1.3. ASSIGNED MASK WORKS means registered masks works as set forth in Exhibit 1.3 and any mask work protection available to MOTOROLA in those mask works fixed by MOTOROLA which are embodied exclusively in an SCG PRODUCT.
- 1.4. ASSIGNED PATENTS means the patents and patent applications set forth in Exhibit 1.4 and any foreign counterparts of the patents and applications listed on Exhibit 1.4.
- 1.5. ASSIGNED TRADEMARKS means registered and common law trademarks set forth in Exhibit 1.5.
- 1.6. CIRCUIT means a plurality of active and/or passive elements for generating, receiving, transmitting, storing, transforming or acting in response to an electrical signal.
- 1.7. CIRCUIT PATENT means a LICENSED MOTOROLA PATENT which claims a CIRCUIT or an ELECTRICAL METHOD.
- 1.8. CLOSING DATE means the date on which the consummation of the transactions set forth in the Reorganization Agreement occurs.
- 1.9. CONFIDENTIAL INFORMATION means all proprietary information which is 1) not publicly known and 2) used to manufacture and sell SCG PRODUCTS or SPS PRODUCTS or specifically used in the business by the Semiconductor Components Group of MOTOROLA. CONFIDENTIAL INFORMATION specifically includes all RESTRICTED PROCESS MODULES.
- 1.10. ELECTRICAL METHOD means a method or steps for using CIRCUITS or SYSTEMS, whether or not combined with one or more active and/or passive elements, for performing electrical or electronic functions.
- 1.11. INDEMNIFIED PRODUCT means any product:

- 1.11.1. which is an SCG PRODUCT; or
- 1.11.2. which is derived from an SCG PRODUCT and that has substantially the same form, fit, function, and application as an SCG PRODUCT, as determined by the data sheet relating to the SCG PRODUCT in existence prior to the CLOSING DATE.
- 1.11.3. Notwithstanding the language in this section 1.11, in no event shall the term INDEMNIFIED PRODUCT include memories, microprocessors, microcontrollers, digital signal processors, sensor devices having a mechanical input, RF devices (but not small signal RF discrete devices such as high frequency small signal transistors of the type that are SCG PRODUCTS, tuning diodes, and varactors), Optobus products, power devices integrated with analog circuitry on the same SEMICONDUCTIVE MATERIAL other than those specific devices that have product numbers that are SCG PRODUCTS or within the scope of 1.11.2, hybrid power modules, compound semiconductor products, Vertical Cavity Surfacing Emitting Lasers (VCSEL), Field Programmable Gate Arrays (FPGAs), Field Programmable Analog Arrays (FPAAs), or magnetoresistive devices or devices that are formed substantially of materials having a permanent magnetic effect (collectively "EXCLUDED PRODUCTS"), whether or not any such EXCLUDED PRODUCT includes the functionality of an SCG PRODUCT.
- 1.11.4. Notwithstanding the language in this section 1.11, in no event shall INDEMNIFIED PRODUCT include any product made or sold by SCILLC if infringement of a third party's patent would have been avoided but for a change in the manufacturing or design of an SCG PRODUCT or but for the use of a process or equipment for manufacture of or the design of an INDEMNIFIED PRODUCT that was not used in the design or manufacture of an SCG PRODUCT before the CLOSING DATE.
- 1.12. INTEGRATED CIRCUIT STRUCTURE means an integral unit consisting primarily of a plurality of active and/or passive circuit elements associated on, or in, a unitary body of SEMICONDUCTIVE MATERIAL for performing electrical or electronic functions and, if provided therewith, such unit includes housing and/or supporting means therefor.
- 1.13. INTELLECTUAL PROPERTY means the LICENSED MOTOROLA PATENTS, ASSIGNED PATENTS, LICENSED VISIBLE TRADEMARKS, LICENSED EMBEDDED TRADEMARKS, ASSIGNED TRADEMARKS, LICENSED KNOW HOW, ASSIGNED KNOW HOW, LICENSED SOFTWARE, ASSIGNED MASK WORKS, LICENSED MASK WORKS, ASSIGNED COPYRIGHTABLE MATERIALS, and LICENSED COPYRIGHTABLE MATERIALS.
- 1.14. LICENSED SCILLC PATENTS means all classes or types of patents, utility models, design patents, applications, and any counterparts thereof for the aforementioned or all countries of the world owned by SCILLC which have claims that read on the manufacture, assembly, test, use, lease, sale, offer for sale, disposal, importation, or

design of a LICENSED SPS PRODUCT and which are issued, published or filed on or before five (5) years after the CLOSING DATE. LICENSED SCILLC PATENTS also includes patents That are acquired by SCILLC, on or before five (5) years after the CLOSING DATE, and under which and to the extent to which and subject to the conditions under which SCILLC may have the right to grant licenses or rights of the scope granted herein without the payment of royalties or other consideration to third persons, except for payments to third persons (a) for inventions made by said third persons while engaged by SCILLC, and (b) as consideration for the acquisition of such patents, utility models, design patents and applications.

1.15. LICENSED COPYRIGHTABLE MATERIALS means MOTOROLA owned data sheets, data books, application notes, and other advertising materials used in connection with the marketing and sale of any SCG PRODUCT and which bear the trademark or tradenames of MOTOROLA other than ASSIGNED TRADEMARKS. LICENSED COPYRIGHTABLE MATERIALS does not include software or tangible documentation of the process flow sheets used in the manufacture of any product.

1.16. LICENSED EMBEDDED TRADEMARKS means any trademark owned by MOTOROLA which is embedded in or affixed on equipment, software, or materials ("Items") used in connection with the sale, offering for sale, distribution, or advertising of an SCG PRODUCT, which Items are not sold or provided to purchasers of an SCG PRODUCT or trademarks which are not visible to purchasers of an encapsulated SCG PRODUCT.

1.17. LICENSED KNOW HOW means know how, including business methods, owned by MOTOROLA as of the CLOSING DATE which is specifically used, as of the CLOSING DATE, to develop or manufacture an SCG PRODUCT. LICENSED KNOW HOW includes RESTRICTED PROCESS MODULES. *****

In no event shall LICENSED KNOW HOW include any know how developed or acquired by MOTOROLA after the CLOSING DATE.

1.18. LICENSED MOTOROLA PATENTS means all classes or types of patents, utility models, design patents, applications, Mid any counterparts thereof for the aforementioned of all countries of the world which have claims that read on the manufacture, assembly, test, use lease, sale, offer for sale, disposal, importation, or design of a LICENSED PRODUCT and are:

(i) Issued, published or filed on or before five (5) years after the CLOSING DATE, and which arise out of inventions *****

- - - - -
* Confidential Information omitted and filed separately with the Securities and Exchange Commission

- (ii) Are acquired, on or before five (5) years after the CLOSING DATE, by MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR; and under which and to the extent to which and subject to the conditions under which the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR may have the right to grant licenses or rights of the scope granted herein without the payment of royalties or other consideration to third persons, except for payments to third persons (a) for inventions made by said third persons while engaged by MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR, and (b) as consideration for the acquisition of such patents, utility models, design patents and applications. In no event shall the term LICENSED MOTOROLA PATENTS include or encompass patents on inventions made by employees of MOTOROLA while in the employ of groups or operations of MOTOROLA other than the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR.

1.19. LICENSED PRODUCT means any product:

- 1.19.1. which is an SCG PRODUCT; or
- 1.19.2. which is derived from an SCG PRODUCT and that has substantially the same function as an SCG PRODUCT in existence prior to the CLOSING DATE; or
- 1.19.3. an INTEGRATED CIRCUIT STRUCTURE or SEMICONDUCTIVE ELEMENT which is reasonably anticipated by the Semiconductor Components Group's 1999 Analog Long Range Plan (LRP) dated 18 March 1999, the 1999 Logic LRP dated 19 March 1999, the 1999 Bipolar Discrete LRP dated 16 April 1999, or the 1999 MOS Gated LRP dated 26 February 1999.
- 1.19.4. Notwithstanding the above language in this section, in no event shall the term LICENSED PRODUCT include memories, microprocessors, microcontrollers, digital signal processors, sensor devices having a mechanical input, RF devices (but not small signal RF discrete devices such as high frequency small signal transistors of the type that are SCG PRODUCTS, tuning diodes, and varactors), Optobus products, power devices integrated with analog circuitry on the same SEMICONDUCTIVE MATERIAL other than those specific devices that have product numbers that are SCG PRODUCTS or within the scope of 1.19.3, hybrid power modules of the type developed by or made by the former Hybrid Power Modules business unit of MOTOROLA, compound semiconductor products, Vertical Cavity Surfing Emitting Lasers (VCSEL), Field Programmable Gate Arrays (FPGAs), Field Programmable Analog Arrays (FPAAs), or magnetoresistive devices or devices that are formed substantially of materials having a permanent magnetic effect (collectively "EXCLUDED PRODUCTS"), whether or not any such EXCLUDED PRODUCT includes the functionality of an SCG PRODUCT.

- 1.20. LICENSED SOFTWARE means software owned by MOTOROLA and specifically used in business applications used by or for the Semiconductor Components Group of MOTOROLA or in the manufacture, design, operation, or testing of an SCG PRODUCT.
- 1.21. LICENSED SPS PRODUCT means any product other than an SCG PRODUCT or a product which is derived from an SCG PRODUCT and that has substantially the same function as an SCG PRODUCT, provided, however, that LICENSED SPS PRODUCT shall include discrete RF devices, discrete sensor devices, discrete compound semiconductor devices, but shall not include any other discrete devices, and provided that LICENSED SPS PRODUCT shall include any product set forth in the PTI code listing for MOTOROLA's MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR business units other than the Semiconductor Component Group of MOTOROLA's MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR.
- 1.22. LICENSED VISIBLE TRADEMARKS means any trademark owned by MOTOROLA which is affixed on materials (including printed materials, advertising materials, data sheets, application notes, packing slips, packing materials, or electronic materials) used in connection with the sale, offering for sale, distribution, or advertising of an SCG PRODUCT or on an SCG PRODUCT which is provided to and visible by purchasers of an encapsulated SCG PRODUCT.
- 1.23. MANUFACTURING APPARATUS means as to each party hereto, any instrumentality or aggregate of instrumentality primarily designed for use in the fabrication of that party's LICENSED PRODUCTS (as hereinafter defined).
- 1.24. MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR means an existing business unit of MOTOROLA: (i) now consisting of a Networking & Computing Systems Group, a Semiconductor Components Group, a Transportation Systems Group, a Wireless Subscriber Systems Group, and an Imaging and Entertainment Systems organization, (ii) having major manufacturing facilities located in Phoenix, Mesa, Chandler and Tempe, Arizona; Austin, Texas; Toulouse, France; Aizu and Sendai, Japan; Tianjin, China; East Kilbride and South Queensferry, Scotland, Guadalajara, Mexico, Carmona, Philippines; and Seremban, Malaysia; and (iii) making and/or developing products falling within the definition of INTEGRATED CIRCUIT STRUCTURES OR SEMICONDUCTOR ELEMENTS. This definition of the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR also includes the predecessor business unit of MOTOROLA of said groups taken singularly or in combination and/or said organization and any future or successor business unit of MOTOROLA acquired or derived from, by separation, reorganization, or merger, irrespective of appellation, said groups taken singularly or in combination and/or said organization.
- 1.25. NON-ASSERTED MOTOROLA PATENTS means all classes or types of patents, utility models, design patents, applications, and any counterparts thereof for the aforementioned of all countries of the world which have claims that read on the manufacture, assembly, test, use lease, sale, offer for sale, disposal, importation, or design of an SCG PRODUCT and are issued, published or filed on or before the CLOSING DATE, and which arise out

of inventions made solely by one or more employees of MOTOROLA.
NONASSERTED PATENTS shall not include LICENSED MOTOROLA PATENTS.

- 1.26. PROCESS AND STRUCTURE PATENT means a LICENSED PATENT which claims a process for manufacturing a SEMICONDUCTOR ELEMENT or INTEGRATED CIRCUIT STRUCTURE or which claims the arrangement or interrelationship in or on a semiconductor substrate of regions, layers, electrodes, or contacts thereof.
- 1.27. RESTRICTED PROCESS MODULES means that information described in Exhibit 1.27.
- 1.28. SCG PRODUCT means any product identified as a product, as of the CLOSING DATE, of the Semiconductor Component Group of MOTOROLA's MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR as set forth in the pti code listing for the Semiconductor Components Group, excluding the optoisolator and optocoupler products, GaAs Schottky products, FPAA, FPGA, and GaAs LEDs.
- 1.29. SEMICONDUCTIVE MATERIAL means any material whose conductivity is intermediate to that of metals and insulators at room temperature and whose conductivity, over some temperature range, increases with increases in temperature. Such material shall include but not be limited to refined products, reaction products, reduced products, mixtures and compounds.
- 1.30. SEMICONDUCTOR ELEMENT means a device other than an INTEGRATED CIRCUIT STRUCTURE consisting primarily of a body of SEMICONDUCTIVE MATERIAL having a plurality of electrodes associated therewith, whether or not said body consists of a single SEMICONDUCTIVE MATERIAL or of a multiplicity of such materials, and whether or not said body includes one or more layers or other regions (constituting substantially less than the whole of said body) of a material or materials which are of a type other than SEMICONDUCTIVE MATERIAL and, if provided therewith, such device includes housing and/or supporting means therefor.
- 1.32. SUBSIDIARY means a corporation, company, or other entity more than or equal to forty-nine percent (49%) of whose outstanding share or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly by a party hereto, but such corporation company or other entity shall be deemed to be a SUBSIDIARY only so long as such ownership or control exists. SUBSIDIARY shall also mean entities in which SCILLC holds less than 49% but more than or equal to a thirty-three percent (33%) interest, provided that the entity's principal business is to manufacture LICENSED PRODUCTS for SCILLC *****

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* Confidential Information omitted and filed separately with the Securities and Exchange Commission

- 1.33. SYSTEM means one or more CIRCUITS whether or not combined with one or more active and/or passive elements for performing electrical or electronic functions, whether or not a housing and/or supporting means for said circuitry is included.
- 1.34. THIRD PARTY SCG CONTRIBUTION means any know how, that if existing prior to the CLOSING DATE, would have been classified as know how under one of the processes set forth in Exhibit 1.2 (ASSIGNED KNOW HOW) or is solely related to an SCG PRODUCT and such know how is developed by a third party that was obligated, under a written agreement with MOTOROLA as of the CLOSING DATE, to assign to MOTOROLA title or joint ownership in such development.

SECTION 2

ASSIGNMENT AND LICENSE OF PATENTS

- 2.1. MOTOROLA hereby assigns all its right, title, and interest, including the right to sue for infringement before the CLOSING DATE, and subject to any existing third party licenses before the CLOSING DATE, in ASSIGNED PATENTS to SCILLC. MOTOROLA shall provide all of its files of the ASSIGNED PATENTS to SCILLC no later than ninety (90) days after the CLOSING DATE. Upon transfer of such files to the SCILLC, SCILLC assumes all responsibility for the prosecution and payment of fees associated therewith. SCILLC shall ensure that all documentation necessary to execute and record the transfer of ASSIGNED PATENTS is prepared by SCILLC and presented to MOTOROLA for signature. MOTOROLA shall execute and deliver, or cause to be executed and delivered such documentation to SCILLC, no later than ninety (90) days after presentation of such documentation to SCILLC.
- 2.2. MOTOROLA and SCILLC agree that the MOSAIC 5/5e patents and any counterparts thereof listed in this Section 2.2 will be included as ASSIGNED PATENTS if and when the MOSAIC 5 and/or MOSAIC 5e process is transferred to SCILLC as set forth in the SCG Manufacturing Agreement. SCILLC and MOTOROLA agree that the rights and obligations granted and accepted hereunder for ASSIGNED PATENTS will apply to the MOSAIC 5/5e patents and any obligations will be triggered as of the date specified in this Section 2.2 other than the CLOSING DATE. MOSAIC 5/5e patents are patents or patent applications with the following Docket Numbers: SCG64I9P, SC06509P, SC06543P, SC06544P, SC06573P, SCG6645P, 5C07139P, 9C07538P, SC08875P.
- 2.3. MOTOROLA and SCILLC agree that U.S. Patent Number 5,418,410, and any counterparts thereof (Tisinger patents) will be included as ASSIGNED PATENTS upon the naming of SCILLC as a party to the litigation Power Integrations v. Motorola, Inc. or if SCILLC is not named as a party to such litigation, then upon the settlement of the litigation. SCILLC and MOTOROLA agree that the rights and obligations granted and

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accepted hereunder for ASSIGNED PATENTS will apply to the Tisinger patents and any obligations will be triggered as of the date specified in this Section 2.3 rather than the CLOSING DATE.

2.4. MOTOROLA and SCILLC agree that U.S. Patent Number 4,450,367 will be included as ASSIGNED PATENTS upon the settlement of the Power Integrations v. Motorola, Inc. litigation. SCILLC and MOTOROLA agree that the rights and obligations granted and accepted hereunder for ASSIGNED PATENTS will apply to U.S. Patent Number 4,450,367 and any obligations will be triggered as of the date specified in this Section 2.4 rather than the CLOSING DATE.

2.5. MOTOROLA hereby grants SCILLC, for the life of the last to expire LICENSED MOTOROLA PATENTS, a world wide, non-exclusive, nontransferable license under LICENSED MOTOROLA PATENTS without the right to sub-license (except and only to the extent necessary for SCILLC to fulfill its obligations assumed under the Technology License Contract originally between Motorola, Inc. and Leshan-Phoenix Semiconductor Company, Ltd):

2.5.1. *****

(i) that are designed solely or jointly by or for SCILLC, or

(ii) that are designed by third parties*****

and to practice any process or method involved in the manufacture or use thereof, and

2.5.2. to make, use and have made MANUFACTURING APPARATUS and to practice any process or method involved in the use thereof.

2.6. MOTOROLA hereby grants to SCILLC, for the life of the last to expire LICENSED MOTOROLA PATENT, a world wide, non-exclusive, non-transferable covenant not to assert LICENSED MOTOROLA PATENTS against SCILLC as a result of the purchase, importation, use, lease, resale, offer for sale, or other disposal of LICENSED PRODUCTS designed solely or jointly by or for a third party and manufactured by a third party. MOTOROLA hereby agrees to extend such covenant not to assert to Customers, distributors, and users of SCILLC that purchase, lease, or otherwise acquire such LICENSED PRODUCTS from SCILLC.

2.7. *****

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- 2.8. MOTOROLA hereby grants to SCILLC, for the life of the last to expire CIRCUIT PATENTS, a non-exclusive, world wide, non-transferable license under CIRCUIT PATENTS, without the right to sub-license, to have made LICENSED PRODUCTS designed solely or jointly by or for SCILLC and to import, use, lease, sell, offer for sale, or otherwise dispose of such LICENSED PRODUCTS. MOTOROLA hereby further grants to SCILLC, for the term of this license, a world wide, non-exclusive, nontransferable covenant not to assert LICENSED MOTOROLA PATENTS against SCILLC for having such LICENSED PRODUCTS made. MOTOROLA hereby agrees to extend such covenant not to assert to customers, distributors, and users that purchase or otherwise acquire such LICENSED PRODUCTS from SCILLC.

- 2.9. MOTOROLA agrees not to make any claim of infringement against the customers, distributors and users of LICENSED PRODUCTS, based upon any claim of any LICENSED MOTOROLA PATENT under which such LICENSED PRODUCTS are licensed hereunder, for the use of any LICENSED PRODUCTS which are made imported, sold, leased or otherwise disposed of by SCILLC or its SUBSIDIARIES.

- 2.10. MOTOROLA hereby grants to SCILLC, for the life of the last to expire NONASSERTED MOTOROLA PATENT, a world wide, non-exclusive, non-transferable covenant not to assert NON-ASSERTED MOTOROLA PATENTS against SCILLC to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of SCG PRODUCTS. MOTOROLA agrees to extend such covenant not to assert to customers, distributors, and users that purchase any such SCG PRODUCT from SCILLC. This covenant not to assert does not extend to products other than SCG PRODUCTS.

- 2.11. SCILLC hereby grants to MOTOROLA a worldwide, paid-up, royalty free, non-exclusive license, without the right to sublicense after the CLOSING DATE, under ASSIGNED PATENTS AND LICENSED SCILLC PATENTS, for the life of the last to expire ASSIGNED PATENT or LICENSED SCILLC PATENT, to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of LICENSED SPS PRODUCTS and to practice any process or method involved in the manufacture or use thereof, and to make, use and have made MANUFACTURING APPARATUS and to practice any process or method involved in the use thereof. SCILLC hereby further warrants to MOTOROLA, for the life of the last to expire ASSIGNED PATENT, a world wide, non-exclusive, non-transferable covenant not to

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assert ASSIGNED PATENTS against MOTOROLA to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of any comprehensive product or assembly which incorporates a product made on a SEMICONDUCTIVE MATERIAL and purchased from or made by a third party. This covenant not to assert does not extend to products made on a SEMICONDUCTIVE MATERIAL which are commercially sold to a third party by MOTOROLA that are not incorporated into a more comprehensive product or assembly. SCILLC agrees to extend such Covenant not to assert to Customers, distributors, and users that purchase or otherwise acquire such comprehensive product or assembly from MOTOROLA.

- 2.12. SCILLC agrees not to make any claim of infringement against the customers, distributors, and users of any LICENSED SPS PRODUCTS, based upon any claim of any ASSIGNED PATENT or LICENSED SCILLC PATENTS under which such products are licensed hereunder, for the use of any LICENSED SPS PRODUCTS which are made, imported, sold, leased or otherwise disposed of by MOTOROLA or its SUBSIDIARIES.
- 2.13. The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 2 that SCILLC and MOTOROLA granted herein, respectively.
- 2.14. A covenant not to assert is not considered a license for the purposes of this Agreement.
- 2.15. The license and rights granted to SCILLC from MOTOROLA herein do not extend to Zilog or any other third party owned or controlled by the Texas Pacific Group.

SECTION 3

ASSIGNMENT AND LICENSE OF TRADEMARKS

- 3.1. MOTOROLA hereby assigns all its right, title, and interest, including the goodwill of the business associated with the ASSIGNED TRADEMARKS, in ASSIGNED TRADEMARKS to SCILLC. MOTOROLA shall provide all of its files for each trademark registration or registration application of those ASSIGNED TRADEMARKS designated as being registered or pending registration no later than ninety (90) days after the CLOSING DATE. Upon transfer of such files to the SCILLC, SCILLC assumes all responsibility for the prosecution and payment of fees associated therewith. SCILLC shall ensure that all documentation necessary to execute and record the transfer of ASSIGNED TRADEMARKS is prepared by SCILLC and presented to MOTOROLA for signature. MOTOROLA shall execute and deliver, or cause to be executed and delivered such documentation to SCILLC no later than ninety (90) days after presentation of such documentation to SCILLC.
- 3.2. MOTOROLA hereby grants to SCILLC a limited, worldwide, paid-up, royalty free, nontransferable, nonexclusive license, without the right to grant sublicenses, to

reproduce, copy, or use, for a period of one year after the CLOSING DATE, or to use up any inventory existing as of the CLOSING DATE, any LICENSED VISIBLE TRADEMARK on or in connection with the sale, offering for sale, distribution, or advertising of any LICENSED PRODUCT. This license is granted solely for a transition period to allow SCILLC to use up any inventory that bears any LICENSED VISIBLE TRADEMARK and to change tooling that places any LICENSED VISIBLE TRADEMARK on LICENSED PRODUCTS. SCILLC agrees to use its best efforts to cease such reproduction, copying, or use of LICENSED VISIBLE TRADEMARKS as soon as commercially reasonable; in any event, except as provided in Section 3.3, the license granted under this Section 3.2 shall extend no longer than one (1) year after the CLOSING DATE.

- 3.3. Notwithstanding Section 3.2, for any LICENSED PRODUCT that must be re-qualified when a LICENSED VISIBLE TRADEMARK on the LICENSED PRODUCT or its packaging is removed, SCILLC shall be permitted, for up to two (2) years after the CLOSING DATE, to reproduce, copy, or use LICENSED VISIBLE TRADEMARKS in a manner necessary for the continued sale and distribution of the LICENSED PRODUCT during such re-qualification.
- 3.4. After SCILLC ceases reproducing, copying, or using LICENSED VISIBLE TRADEMARKS pursuant to Sections 3.2 and 3.3, SCILLC may use up any inventory bearing such LICENSED VISIBLE TRADEMARKS, so long as the amount of such inventory is manufactured consistent with reasonable commercial practices.
- 3.5. MOTOROLA hereby grants to SCILLC a limited, worldwide, nonexclusive right, without the right to grant rights to third parties, to use the term "formerly a division of Motorola" (hereinafter "Transition Statement"), for a period of one (1) year after the CLOSING DATE with the stylized version of "Motorola" used by MOTOROLA and for a period of two (2) years after the CLOSING DATE without the stylized version of "Motorola", on or in connection with the sale, offering for sale, distribution, or advertising of any LICENSED PRODUCT. SCILLC shall submit to MOTOROLA the first use of each version of material containing the Transition Statement for approval by MOTOROLA. The use shall be deemed approved if MOTOROLA does not reject the submission within thirty (30) days of the date of the receipt of the submission by MOTOROLA. Except to the extent permitted in this Section 3.5, in no event will SCILLC have the right to use the Motorola logo, any stylized versions of the mark "Motorola" used by MOTOROLA, or other trademarks or tradenames owned by MOTOROLA with the Transition Statement. In no event shall SCILLC have the right to prepare and use new advertising, distribution materials, or business forms, in connection with the sale, offering for sale, distribution, or advertising of any product, which use the Motorola logo, a stylized version of the mark "Motorola" used by MOTOROLA (except as permitted above with the Transition Statement), or other trademarks or tradenames of Motorola. The preceding sentence does not modify the licenses granted in sections 3.3, 3.6, 3.13, and the right to mark products provided in section 3.2.

- 3.6. MOTOROLA hereby grants to SCILLC a limited, worldwide, paid-up, royalty free, nontransferable, nonexclusive license, without the right to grant sublicenses, to reproduce, copy, or use any LICENSED EMBEDDED TRADEMARK on or in connection with the sale, offering for sale, distribution, or advertising of any LICENSED PRODUCT. SCILLC agrees to use its best efforts to discontinue the use of any LICENSED EMBEDDED TRADEMARKS as soon as commercially reasonable. Notwithstanding the above, SCILLC agrees to remove the LICENSED EMBEDDED TRADEMARK upon the redesign of any LICENSED PRODUCT. This limited license shall terminate with the discontinuance or replacement of the items bearing such LICENSED EMBEDDED TRADEMARKS.
- 3.7. During the period of time that any LICENSED VISIBLE TRADEMARK or LICENSED EMBEDDED TRADEMARK is used by SCILLC, SCILLC shall manufacture LICENSED PRODUCT using standards of quality which are not changed in a substantial way from those used by Semiconductor Components Group prior to the CLOSING DATE.
- 3.8. So long as any LICENSED VISIBLE TRADEMARK or any LICENSE, EMBEDDED TRADEMARK is used by SCILLC, MOTOROLA shall have the right at reasonable times and on reasonable notice to conduct, during regular business hours, an examination of LICENSED PRODUCTS bearing the LICENSED VISIBLE TRADEMARK or LICENSED EMBEDDED TRADEMARK manufactured by SCILLC (including those in process, assembled or tested) at SCILLC or its SUBSIDIARIES' facilities to determine compliance of such LICENSED PRODUCTS with the applicable quality standards referred to in Section 3.7. If at any time such LICENSED PRODUCTS in the sole, reasonable opinion of MOTOROLA, fail to conform to the standards of quality in materials, design, workmanship, use, advertising, and promotion, MOTOROLA or its authorized representative shall so notify SCILLC. Upon such notification, SCILLC shall cease to use the LICENSED VISIBLE TRADEMARKS or the LICENSED EMBEDDED TRADEMARKS on such LICENSED PRODUCTS or else take such steps as are necessary promptly to restore the LICENSED PRODUCT to the required standard.
- 3.9. SCILLC shall not make any use of the LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS in such a manner that would represent to the public that SCILLC, rather than MOTOROLA, is the owner of the such LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS. SCILLC agrees that it shall not at any time adopt, use or apply for any registration of any trademark, service mark, copyright or other designation which is identical to or confusingly similar to LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS or which could affect Motorola's ownership of such LICENSED VISIBLE TRADEMARKS or LICENSED EMBEDDED TRADEMARKS.
- 3.10. MOTOROLA hereby grants to SCILLC the right to use all part numbers, model numbers and the like in use by MOTOROLA to identify SCG PRODUCTS to customers as of the CLOSING DATE. SCILLC shall further have the right to additional part or model numbers to any series or numbering scheme in use as of the CLOSING DATE. Other

than as permitted in the other Sections of this Section 3, SCILLC will not use a part number, model number and the like that is a MOTOROLA owned trademark.

- 3.11. At the CLOSING DATE, and for a period of two (2) years thereafter, MOTOROLA shall display, on the home page of its MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR web site, a hypertext link to SCILLC's uniform resource locator (URL). The initial wording of such hypertext link shall be agreed upon between SCILLC and MOTOROLA prior to the CLOSING DATE. Thereafter, upon the approval of MOTOROLA, MOTOROLA shall reword the hypertext link as reasonably requested by SCILLC.
- 3.12. SCILLC hereby grants to MOTOROLA a limited, worldwide, paid-up royalty free, nontransferable, nonexclusive license, without the right to grant sublicenses, under any ASSIGNED TRADEMARKS, to use up any inventory of printed materials, including any data books, or to display and distribute electronic materials which contain information about MOTOROLA's products other than SCG PRODUCTS. MOTOROLA agrees to use its best efforts to discontinue the use of any ASSIGNED TRADEMARKS as soon as commercially reasonable. During the period of time that any ASSIGNED TRADEMARK is used by MOTOROLA, MOTOROLA shall maintain standards of quality as to goods and/or materials that bear the ASSIGNED TRADEMARKS that are not changed in substantial way from those used prior to the CLOSING DATE. SCILLC shall have the right, at reasonable times and on reasonable notice, to examine and insure the quality of goods and/or materials used or distributed by MOTOROLA that bear the ASSIGNED TRADEMARKS
- 3.13. At the CLOSING DATE and for a period of two (2) years thereafter, SCILLC, at the request of MOTOROLA, shall display, on the home page of its web site, a hypertext link to the URL of MOTOROLA's MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR. The initial wording of such hypertext link shall be agreed upon between SCILLC and MOTOROLA prior to the CLOSING DATE. Thereafter, upon the approval of SCILLC, SCILLC shall reword the hypertext link as reasonably requested by MOTOROLA.
- 3.14. MOTOROLA and SCILLC agree to negotiate, in good faith, the extension of the obligations set forth in Section 3.11 and 3.13 for another two (2) year period. The parties agree that the negotiations shall take into account the respective value of the link to each party.
- 3.15. The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 3 that SCILLC and MOTOROLA granted herein, respectively.

SECTION 4

ASSIGNMENT OF MASK WORKS

- 4.1. MOTOROLA hereby assigns all its right, title, and interest, subject to any existing third party licenses before the CLOSING DATE, in ASSIGNED MASK WORKS to SCILLC. MOTOROLA shall provide all of its files of the registered ASSIGNED MASK WORKS to SCILLC no later than ninety (90) days after the CLOSING DATE. SCILLC shall ensure that all necessary documentation necessary to execute and record the transfer of ASSIGNED MASK WORKS is prepared by SCILLC and presented to MOTOROLA for signature. MOTOROLA shall execute and deliver, or cause to be executed and delivered such documentation to SCILLC, no later than ninety (90) days after presentation of such documentation to SCILLC.
- 4.2. This Agreement imposes no obligation on MOTOROLA to file any mask work registrations on any ASSIGNED MASK WORK which has been fixed by MOTOROLA and which statutory protection is still available.

SECTION 5

ASSIGNMENT AND LICENSE OF KNOW HOW

- 5.1. MOTOROLA hereby assigns all its right, title, and interest, subject to any existing third party licenses before the CLOSING DATE, in ASSIGNED KNOW HOW to SCILLC.
- 5.2. MOTOROLA hereby grants to SCILLC a perpetual, world wide, non-exclusive, license, without the right to sublicense (except and only to the extent necessary for SCILLC to fulfill its obligations assumed under the Technology License Contract originally between Motorola, Inc. and Leshan-Phoenix Semiconductor Company, Ltd), to LICENSED KNOW HOW to manufacture, have manufactured, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of LICENSED PRODUCTS.
- 5.3. MOTOROLA shall make available to SCILLC all ASSIGNED KNOW HOW and LICENSED KNOW HOW existing in tangible form no later than ninety (90) days after the CLOSING DATE. For that ASSIGNED KNOW HOW or LICENSED KNOW HOW which is not being utilized in Motorola Energy Systems, Inc. before the CLOSING DATE, any transition services and transfer thereof to SCILLC's facilities will be addressed in Collateral Agreements to be agreed upon between SCILLC and MOTOROLA.
- 5.4. MOTOROLA agrees to grant joint ownership rights, subject to any existing third party, licenses before such grant, in the MOSAIC 5 and MOSAIC 5e know how if and when the MOSAIC 5 and/or MOSAIC 5e process is transferred to SCILLC as set forth in the SCG Manufacturing Agreement. Upon such grant, SCILLC and MOTOROLA will retain an

undivided one-half interest in such MOSAIC 5 and MOSAIC 5e know how, without accounting to the other. The parties agree that prior to the granting of the rights herein, it likely will be necessary to provide certain know how to SCILLC for SCILLC to install the MOSAIC 5 and/or MOSAIC 5e process in its own facilities. SCILLC and MOTOROLA will agree on a transfer schedule of the MOSAIC 5 and/or MOSAIC 5e know how to SCILLC in advance of the transfer of such know how in a manner that facilitates the orderly transfer of such know how to SCILLC's facilities.

- 5.5. MOTOROLA hereby assigns to SCILLC all its right, title, and interest, subject to any existing third party licenses before the CLOSING DATE, in Standard Linear know how used solely by the Semiconductor Components Group before the CLOSING DATE and such Standard Linear know how shall be considered as ASSIGNED KNOW HOW. MOTOROLA hereby grants to SCILLC joint ownership rights, subject to any existing third party licenses before such grant, in the Standard Linear know how used by both the Semiconductor Components Group and other business units of MOTOROLA's SEMICONDUCTOR PRODUCTS SECTOR and SCILLC and MOTOROLA will retain an undivided one-half interest in such Standard Linear know how, without accounting to the other.
- 5.6. SCILLC hereby grants to MOTOROLA a perpetual, world wide, non-exclusive, paid-up license, without the right to sublicense, to use ASSIGNED KNOW HOW to make, have made, use, lease, sell, offer for sale, import, design, assemble, have assembled, test, or otherwise dispose of any LICENSED SPS PRODUCT.
- 5.7. The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 5 that SCILLC and MOTOROLA granted herein, respectively.

SECTION 6

ASSIGNMENT AND LICENSE IN COPYRIGHTABLE MATERIALS

- 6.1. MOTOROLA hereby assigns all copyrights, right, title, and interest in ASSIGNED COPYRIGHTABLE MATERIALS to SCILLC.
- 6.2. MOTOROLA hereby grants to SCILLC a perpetual, worldwide, nonexclusive, license to use, reproduce, prepare derivative works of, or distribute LICENSED COPYRIGHTABLE MATERIALS in conjunction with the marketing or sale of LICENSED PRODUCTS, provided all trademarks and tradenames of MOTOROLA shall be removed from any LICENSED COPYRIGHTABLE MATERIALS before any distribution thereof. Notwithstanding the above language of this Section 6.2, the use of LICENSED VISIBLE TRADEMARKS and LICENSED EMBEDDED TRADEMARKS shall be governed by Section 3 of the Agreement.

- 6.2.1. In the event that SCILLC requires additional rights in order to institute a lawsuit for copyright infringement against a third party relating to the infringement of LICENSED COPYRIGHTABLE MATERIALS, MOTOROLA agrees to cooperate with SCILLC to provide SCILLC with additional rights sufficient to permit SCILLC to institute an action for infringement. Such additional rights shall be provided without additional charge to SCILLC and SCILLC will reimburse MOTOROLA for any reasonable expenses incurred to provide to such additional rights.
- 6.3. SCILLC hereby grants to MOTOROLA a worldwide, paid-up, royalty free, non-exclusive license under ASSIGNED COPYRIGHTABLE MATERIALS to use, reproduce, prepare derivative works of; or distribute ASSIGNED COPYRIGHTABLE MATERIALS in conjunction with the marketing or sale of LICENSED SPS PRODUCTS, provided all ASSIGNED TRADEMARKS shall be removed from any ASSIGNED COPYRIGHTABLE MATERIALS used by MOTOROLA before the distribution thereof. Notwithstanding the above language of this Section 6.3, the use of ASSIGNED TRADEMARKS by MOTOROLA shall be governed by Section 3 of the Agreement.
- 6.4. The licenses and covenants granted herein extend to each party's respective SUBSIDIARIES, so long as such party's SUBSIDIARIES agree to grant the same licenses and covenants granted in this Section 6 that SCILLC and MOTOROLA granted herein, respectively.

SECTION 7

LICENSE OF SOFTWARE

- 7.1. MOTOROLA hereby grants to SCILLC a perpetual, worldwide, nonexclusive license in LICENSED SOFTWARE to use, reproduce, or prepare derivative works of LICENSED SOFTWARE and to otherwise utilize LICENSED SOFTWARE in the manufacture, sale, or design of semiconductor products. MOTOROLA hereby grants to SCILLC a perpetual, worldwide, nonexclusive license in LICENSED SOFTWARE to distribute or sublicense LICENSED SOFTWARE that was historically distributed, embedded, or sublicensed to customers or suppliers in conjunction with the manufacture, sale, or design of any SCG PRODUCT by MOTOROLA
- 7.2. LICENSED SOFTWARE is provided "AS IS." The licenses granted in this Section 7 impose no obligation on MOTOROLA to maintain LICENSED SOFTWARE for SCILLC. However, for a period of two (2) years, to the extent any updates are made to LICENSED SOFTWARE to fix errors in LICENSED SOFTWARE, MOTOROLA will license and provide copies of such updates to SCILLC upon SCILLC's written request and at SCILLC's expense.
- 7.3. The licenses granted herein extend to SCILLC's SUBSIDIARIES.

SECTION 8

INDEMNIFICATION, LITIGATION, AND ASSISTANCE

- 8.1. MOTOROLA shall have all control over and obligations and liability, to the extent limited herein, for the litigation styled POWER INTEGRATIONS, INC. V. MOTOROLA, INC., No. CA 98-490, presently pending in the United States District Court for the District of Delaware, and will indemnify SCILLC as set forth herein as to such litigation and any subsequent litigation led against SCILLC by Power Integrations to the extent that such subsequent litigation claims infringement of the same patents and the same products (but not any products redesigned after the CLOSING DATE) as the Power Integrations, Inc. Motorola, Inc. litigation (hereinafter "PI Litigation"). SCILLC will provide such reasonable assistance as may be requested by MOTOROLA during the further conduct of the PI Litigation, at MOTOROLA's expense. SCILLC shall have the right to participate in the litigation, with its own counsel, at its own expense. Notwithstanding the above language, MOTOROLA shall retain all control over and ability to settle such PI Litigation at any time during such PI Litigation, even if SCILLC is subsequently named as a party to such PI Litigation. MOTOROLA will communicate any settlement offer to SCILLC prior to presenting to Power Integrations and will promptly communicate to SCILLC any settlement offers presented to MOTOROLA by Power Integrations. With respect to any product(s) enjoined by such PI Litigation, MOTOROLA will pay for lost profits, reasonably shown and extrapolated by orders placed and accepted by SCILLC, up to five years after such injunction and for the direct costs of redesigning the product(s) enjoined to be non-infringing. MOTOROLA shall not be further liable for any liability arising after such redesign. MOTOROLA's total, cumulative obligation to indemnify, as set forth in this Section 8.1, shall not exceed the amount of five (5) million dollars \$US, such amount to include any and all costs and fees, including attorneys fees and costs incurred or paid by or for MOTOROLA after the CLOSING DATE, lost profits of SCILLC as set forth above (and only for this Section 8.1), and damages, settlement amounts, and royalties paid by or for MOTOROLA. The indemnification provided under this Section 8.1 shall not apply to the Indemnity Cap set forth in Section 8.4.
- 8.2. As of the CLOSING DATE, the licenses and other items listed in Exhibit 8.2 shall be assigned to SCILLC. SCILLC shall assist MOTOROLA in obtaining any third-party consents necessary to effectuate the transfer of the licenses in Exhibit 8.2 to SCILLC. If any such license is not assigned to SCILLC, MOTOROLA's total liability shall be covered under Section 8.3 and its subsections. With respect to the pending agreements, MOTOROLA makes no representation that the agreements will be executed as of the CLOSING DATE. In the event that MOTOROLA's legal department is informed of, subsequent to the CLOSING DATE, a THIRD PARTY SCG CONTRIBUTION, MOTOROLA assigns and agrees to assign such THIRD PARTY SCG CONTRIBUTION to SCILLC.
- 8.3. MOTOROLA shall indemnify and hold SCILLC harmless from any and all of SCILLC's damages arising out of any and all third party claims or suits asserting that an act

committed by MOTOROLA prior to the CLOSING DATE infringes any patent, copyright, trademark, or trade secret rights of a third party.

8.4. MOTOROLA agrees to indemnify and hold SCILLC, its SUBSIDIARIES and its and their respective officers, directors, employees, and agents harmless, to the extent limited in this Section 8.4 and its subsections 8.4.1, 8.4.2, and 8.4.3, from damages arising out of all claims or suits by a third party patent licensor of MOTOROLA***** that the INDEMNIFIED PRODUCT, to the extent so made infringes any patent that would have been covered by any such third party patent license in existence as of the CLOSING DATE between MOTOROLA and such third party if said patent license had been extended or assigned to SCILLC or its SUBSIDIARIES. This indemnity shall not apply to any products sold by SCILLC or its SUBSIDIARIES that are not INDEMNIFIED PRODUCTS.

8.4.1. MOTOROLA's total, cumulative obligation to indemnify as set forth above, shall not exceed the amount seventy-five (75) million dollars \$US (hereinafter, the "Indemnity Cap"), such amount to include any and all costs and fees, including attorneys fees and costs incurred or paid by or for MOTOROLA, lost profits of SCILLC and its SUBSIDIARIES (and only for this Section 8.4), and damage or royalties paid by or for MOTOROLA. The indemnification obligation for claims made by a third party patent licensor of MOTOROLA hereunder shall extend for the term of each patent license which MOTOROLA was a party to with such licensor as that term existed as of the CLOSING DATE or for three (3) years, whichever is shorter (hereinafter the "Indemnification Period"). MOTOROLA's indemnification obligation will terminate after the Indemnification Period even if a claim arises during or before the Indemnification Period, where no notice is provided to MOTOROLA of such claim within five (5) years after the CLOSING DATE. If MOTOROLA is provided with notice of a claim covered hereunder, which arose during the applicable Indemnification Period, within five (5) years after the CLOSING DATE, MOTOROLA shall retain the obligations to indemnify as set forth herein for such claim subject to the Indemnity Cap and only for the Indemnification Period. In the event that a claim covered hereunder results in the filing of a lawsuit by a third party patent licensor asserting patent infringement against SCILLC within the Indemnification Period and outside the Indemnification Period, SCILLC and MOTOROLA agree that the costs arising out of such lawsuit will be apportioned accordingly. In no event will the preceding sentence be interpreted to expand MOTOROLA's indemnification obligation set forth in this entire Section 8.4.

8.4.2. MOTOROLA shall not be obligated to provide any indemnification under Section 8.4 and its subsections for claims arising from a third party if SCILLC or its SUBSIDIARIES initiates, solicits, or asserts a claim or offer for license, directly or indirectly, under any intellectual property against such third party and such third party asserts a claim of infringement against SCILLC or its SUBSIDIARIES after receiving such claim from SCILLC or its SUBSIDIARIES. In any event, MOTOROLA shall have no obligation whatsoever for any claims brought by any

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party which was not a third party licensor to MOTOROLA under a valid licensing agreement at the time as of the CLOSING DATE.

8.4.3. As a precondition to any such obligation to indemnify, SCILLC or its SUBSIDIARIES shall provide MOTOROLA prompt written notice of a claim giving rise to an indemnity obligation under these Sections 8.3 and 8.4 upon receipt or notification by SCILLC of any such claim, and at MOTOROLA's request, MOTOROLA shall be given control of said claim. MOTOROLA shall have the right, but not the obligation, to defend against any such claim of infringement. SCILLC and its SUBSIDIARIES shall provide all reasonable information and assistance to settle such claims. MOTOROLA shall communicate any settlement proposals to SCILLC prior to communicating them to a claimant. If commercially reasonable, SCILLC and its SUBSIDIARIES will redesign any infringing products in order to settle a claim. In order to settle a claim, SCILLC and its SUBSIDIARIES hereby agree to grant patent licenses under patents owned or controlled by SCILLC and its SUBSIDIARIES, so long as SCILLC and its SUBSIDIARIES receive a reciprocal license under the third party's patents.

8.5. Notwithstanding any other provision of this Section 8, SCILLC may, in its sole discretion, elect to defend any claim of infringement itself and not seek indemnification from MOTOROLA under this Section 8. If SCILLC makes such an election, it shall have no obligation to disclose the existence of any such claim to MOTOROLA, and MOTOROLA shall have no obligation to defend or to indemnify SCILLC or its SUBSIDIARIES as to such claim.

8.6. MOTOROLA shall have all control over and obligations and liability for the litigation Kermit Aguago and Khanh N. Tran V. Motorola, Inc., No. A 99CA097JN, presently pending in the United States District Court for the Western District of Texas, Austin Division will indemnify SCILLC as to such litigation for a claim related to any equipment owned by MOTOROLA as of the CLOSING DATE if SCILLC is named as a party to such litigation. SCILLC will provide such reasonable assistance as may be requested by MOTOROLA during the further conduct of such litigation, at MOTOROLA's expense.

8.7. THIS SECTION 8 STATES THE ENTIRE LIABILITY OR INDEMNITY OBLIGATION OF MOTOROLA WITH RESPECT TO CLAIMS BY A THIRD PARTY REGARDING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

SECTION 9

CONFIDENTIALITY

9.1. For a period of five (5) years from the date of receipt of the CONFIDENTIAL INFORMATION and ten (10) years from the CLOSING DATE for the RESTRICTED

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PROCESS MODULES, each party agrees to use the same care and discretion, but at least reasonable care and discretion, to avoid disclosure, publication, or dissemination of CONFIDENTIAL INFORMATION of the other party as that party employs with similar information of its own which it does not desire to publish, disclose, or disseminate, unless it is in connection with its business and provided that the third party executes a confidentiality agreement having substantially the same obligations as these confidentiality provisions.

- 9.2. Disclosure of CONFIDENTIAL INFORMATION shall not be precluded if such disclosure is in response to a valid order of a court thereof; provided, however, that the disclosing party shall first have made a good faith effort to obtain a protective order requiring that the information and/or documents so disclosed be used only for the purpose for which the order was issued; or otherwise required by law.
- 9.3. This Agreement imposes no obligation on either party with respect to CONFIDENTIAL INFORMATION disclosed under this Agreement which (1) is available or becomes available to the public without breach of this Agreement, (2) is explicitly approved for release by written authorization of the other party, (3) is lawfully obtained from a third party or parties without a duty of confidentiality, (4) is disclosed to a third party by the owner of such CONFIDENTIAL INFORMATION without a duty of confidentiality, (5) is known to the receiving party prior to such disclosure, or (6) is at any time developed independently of any such disclosure(s) of CONFIDENTIAL INFORMATION to the receiving party.

SECTION 10

COMPENSATION

- 10.1. The licenses granted and the assignments made to SCILLC in this Agreement shall be without compensation from SCILLC to MOTOROLA, and shall be treated as a contribution by MOTOROLA to the capital of SCG Holding for all tax purposes.
- 10.2. The licenses granted to MOTOROLA in this Agreement shall be without further compensation from MOTOROLA to SCILLC.

SECTION 11

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 11.1. MOTOROLA hereby represents and warrants that it has the right to grant to the SCILLC the licenses and assignments granted herein.
- 11.2. The registered ASSIGNED TRADEMARKS set forth in Exhibit 1.5 are free and clear of all liens, encumbrances, and adverse claims of title.
- 11.3. The ASSIGNED PATENTS set forth in Exhibit 1.4 are free and clear of all liens, encumbrances, and adverse claims of title.

- 11.4. EACH PARTY HEREBY DISCLAIMS MAKING ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE SUBJECT MATTER HEREOF, WHETHER ARISING BY IMPLICATION, ESTOPPEL OR OTHERWISE, OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.
- 11.5. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE OTHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR THE FURNISHING, PERFORMANCE, OR USE OF ANY INTELLECTUAL PROPERTY, GOODS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, REGARDLESS OF WHETHER THE NONPERFORMING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT.
- 11.6. Nothing contained in this agreement shall be construed as:
- 11.6.1. a warranty or representation by MOTOROLA as to the validity and or scope of the INTELLECTUAL PROPERTY;
 - 11.6.2. conferring any license or any other right, by implication, estoppel, or otherwise, under any patent application, patent or patent right, or other intellectual property, except as herein expressly granted;
 - 11.6.3. imposing on MOTOROLA any obligation to institute any suit or action for infringement of any of the INTELLECTUAL PROPERTY, or to defend any Suit or action brought by a third party which challenges or concerns the validity of any other INTELLECTUAL PROPERTY, except as expressly provided herein;
 - 11.6.4. a warranty or representation by MOTOROLA that any manufacture, use, sale, importation, lease or any other disposition of LICENSED PRODUCTS or the use of any INTELLECTUAL PROPERTY will be free from infringement of any patent or other intellectual property; or
 - 11.6.5. imposing on MOTOROLA any obligation to file any patent application or secure any patent or maintain any patent in force or file any registration for trademarks, mask works, or copyrights.

SECTION 12

MISCELLANEOUS PROVISIONS

- 12.1. The rights or privileges provided for in this Agreement may be assigned or transferred by either party only with the prior written consent of the other party and with the authorization or approval of any governmental authority as then may be required, except to a successor in ownership of all or substantially all of the assets of the SCILLC or MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR or for the account of the

lenders providing bank financing solely and specifically for the purpose of securing such bank financing for the sale of the SCG Business by MOTOROLA, but such successor, before such assignment or transfer is effective, shall expressly assume in writing to the other party the performance of all of the terms and conditions of the assigning party. The licenses and rights granted hereunder shall not extend to a divested business of either party, except that a divested business of MOTOROLA or the MOTOROLA SEMICONDUCTOR PRODUCTS SECTOR shall receive licenses and covenants granted in Section 2.7, with respect to ASSIGNED PATENTS only. Notwithstanding the above, the ASSIGNED PATENTS may be transferred, subject to the licenses and covenants granted herein to MOTOROLA, to a wholly owned subsidiary of SCILLC, provided that the wholly owned subsidiary is not Zilog or another acquired third party owned or controlled by the Texas Pacific Group.

- 12.2. This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws as set forth in the Reorganization Agreement.
- 12.3. This Agreement is the result of negotiation between the parties, which parties acknowledge that they have been represented by counsel during such negotiations; accordingly, this Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.
- 12.4. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, in the Reorganization Agreement, or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized office or representative of the party to be bound thereby.
- 12.5. The parties shall have the right to disclose the existence of this Agreement. This Agreement shall be considered confidential.
- 12.6. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage prepaid, in any post office in the United States, addressed as follows:

12.6.1. If to MOTOROLA:

Motorola, Inc
1303 East Algonquin Road
Schaumburg, Illinois 60196

Attention: Vice President for
Patents, Trademarks
& Licensing
Facsimile (847) 576-3750

With a copy to:

Motorola, Inc.
6501 William Cannon Drive West
Mail Drop TX30/OE9
Austin, TX 78735-8598

Attention: President,
Semiconductor
Products Sector

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

MOTOROLA, INC.

By: /s/ Carl F. Koenemann

Name: Carl F. Koenemann

Title: Executive Vice President and
Chief Financial Officer

SEMICONDUCTOR COMPONENTS
INDUSTRIES, LLC

By: SCG Holding Corporation,
its sole member

By: /s/ Theodore W. Schaffner

Name: Theodore W. Schaffner

Title: Vice-President

EXHIBIT 1.2

ASSIGNED KNOW HOW

[2 pages Redacted]

[Confidential Information omitted and Filed separately with the Securities and Exchange Commission.]

EXHIBIT 1.3

ASSIGNED MASK WORKS

[1 page redacted]

[Confidential Information omitted and filed separately with the Securities and Exchange Commission.]

EXHIBIT 1.4
ASSIGNED PATENTS

DOCKET#	TITLE	FIRST INVENTOR
AP00646	POWER DRIVER HAVING SHORT CIRCUIT PROTECTION	LORINCZ, STEFAN
SC0021AJ	DC/DC CONVERTER	SAKURAI, TADASHI
SC0083ET	PROTECTED DARLINGTON TRANSISTOR ARRANGEMENT	PEYRE-LAVIGNE, ANDRE
SC0092ET	HIGH VOLTAGE SEMICONDUCTOR DEVICE AND FABRICATION PROCESS	JAUME, DENIS

SC00230AJ	CONTROLLER FOR BATTERY CHARGER	TAMIYA, HAJIME
SC0233ET	SWITCHING TRANSISTOR ARRANGEMENT	LANCE, PHILIPPE
SC0346ER	POWER SWITCHING CIRCUIT	KADANKA, PETER
SC00395ET	POWER SUPPLY	LHERMITE, FRANCOIS
SC04052	MOS TRANSISTOR	TERRY LEWIS EUGENE
SC04091	INPUT RANGING DIVIDER AND METHOD FOR AN ANALOG TO DIGITAL CONVERTER	NEIDORFF, ROBERT
SC04223	ECL MOS BUFFER CIRCUITS	WRATHALL ROBERT STEPHEN
SC04255	OUTPUT STAGE FOR OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04256	OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04258	OPERATIONAL AMPLIFIER	DAVIS WILLIAM F
SC04615	CURRENT LIMITER & METHOD FOR LIMITING CURRENT	MAIN WILLIAM ERIC
SC04760	OUTPUT MULTIPLEXER HAVING ONE GATE DELAY	JEFFREY, PHILIP ALAN
SC04791	MOSFET "II" SWITCH CIRCUIT FOR ADC MOTOR	VALENTINE RICHARD J
SC04837	MONOLITHIC ZERO CROSSING TRIAC DRIVER	YIM HYUNG JIN
SC0486ET	SURFACE MOUNT SEMICONDUCTOR DIODE DEVICE	MARTIN, JEAN-BAPTISTE
SC04932	OVERVOLTAGE AND OVERTEMPERATURE PROTECTION CIRCUIT	SCHULTZ WARREN J

SC05008	METHOD FOR PRODUCING LOW NOISE, HIGH GRADE CONSTANT SEMICONDUCTOR JUNCTIONS	CHRUMA, JERRY
SC05078	CURRENT SENSING CIRCUIT	WRATHALL ROBERT STEPHEN
SC05086	METHOD FOR RESISTOR TRIMMING BY METAL MIGRATION	VYNE, ROBERT LEONARD
SC05235	IMPROVED OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC05236	SEMICONDUCTOR HOUSING	DUBOIS JERRY MARK
SC05293	IMPROVE OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC05312	CURRENT LIMIT TECHNIQUE FOR MULTIPLE-EMITTER VERTICAL POWER TRANSISTOR	BYNUM BYRON G

SC05364	METHOD OF MAKING GATE TURNOFF SWITCH WITH ANODE SHORT AND BURIED BASE	BENDER, JOHN R
SC0554ET	SEMICONDUCTOR POWER DEVICE	SICARD, THIERRY MICHEL
SC05602C	CURRENT MIRROR CIRCUIT AND METHOD FOR PROVIDING	DAVIS WILLIAM F

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 ZERO TEMPERATURE COEFFICIENT TRIMMABLE CURRENT RATIOS

SC05606C	TRIMMABLE DIFFERENTIAL AMPLIFIER HAVING A ZERO TEMPERATURE COEFFICIENT OFFSET VOLTAGE AND METHOD	DAVIS WILLIAM F
SC05639P	METHOD FOR PASSIVATING A SEMICONDUCTOR JUNCTION	BELMONT EMANUEL
SC05668C	ECL TO TTL VOLTAGE LEVEL TRANSLATOR	BIRRITELLA, MARK S

SC05731C	FREQUENCY DOUBLER CIRCUIT AND METHOD	ALBERKRACK, JADE HENRY
SC05735P	MONOLITHIC TEMPERATURE-COMPENSATED VOLTAGE REFERENCE DIODE AND METHOD FOR ITS MANUFACTURE	BOLAND BERNARD WILLIAM
SC05788C	THERMAL CURRENT SUPPLY CIRCUIT	BYNUM BYRON G
SC05803C	SYMMETRIC LAYOUT FOR QUAD OPERATIONAL AMPLIFIERS	DAVIS WILLIAM F
SC05807C	AUTOMATIC RESTART CIRCUIT FOR A SWITCHING POWER SUPPLY	PACE WILSON D
SC05814C	POWER MOS LOSS OF GROUND PROTECTION	WRATHALL ROBERT STEPHEN
SC05871P	METHOD OF MAKING VERTICAL FIELD EFFECT TRANSISTOR WITH PLURALITY OR GATE INPUT CONNECTIONS	KOURY DANIEL N
SC05878C	OPERATIONAL AMPLIFIER WITH PASSIVE CURRENT LIMITING	DAVIS WILLIAM F
SC05880C	AMPLIFIER HAVING IMPROVED GAIN BANDWIDTH PRODUCT	DAVIS WILLIAM F
SC05881C	DIFFERENTIAL AMPLIFIER INCLUDING BALANCED TWO TERMINAL SERIES RC NETWORK	DAVIS WILLIAM F
SC05901C	VOLTAGE REGULATOR	BYNUM BYRON G
SC05910C	CIRCUIT HAVING AN OUTPUT REFERENCED TO A SPECIFIC VOLTAGE IN RESPONSE TO EITHER AN ECL OR TTL INPUT	PRICE JOHN J JR
SC05966C	CIRCUIT UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	SUSAK, DAVID M
SC05972T	LEAD STRAIGHTENER AND FLATTENER FOR SEMICONDUCTOR DEVICES	GONZALEZ VICTOR MANUEL
SC05983P	MESA ZENER DIODE AND METHOD OF MANUFACTURE THEREOF	WETTEROTH THOMAS A
SC05986C	TRIMMABLE CURRENT SOURCE	SUSAK, DAVID M
SC05988C	OPERATIONAL AMPLIFIER UTILIZING FET FOLLOWERS	SUSAK, DAVID M
SC0598AJ	CHARGE AND DISCHARGE CONTROLLER BATTERY	YADA, AKITOSHI
SC05991C	OPERATIONAL AMPLIFIER UTILIZING JFET FOLLOWERS AND FEED-FORWARD CAPACITORS	SUSAK, DAVID M
SC05996C	OPERATIONAL AMPLIFIER UTILIZING RESISTORS TRIMMED BY METAL MIGRATION	DAVIS, WILLIAM F
SC06013C	AMPLIFIER HAVING IMPROVED GAIN/BANDWIDTH PRODUCT	VYNE, ROBERT LEONARD
SC06035T	METHOD OF PRODUCING A THERMOGENETIC SEMICONDUCTOR DEVICE	KALFUS MARTIN AARON
SC06109P	BIPOLAR SEMICONDUCTOR DEVICE HAVING A CONDUCTIVE RECOMBINATION LAYER	LESK ISRAEL ARNOLD

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SC06123P	FET STRUCTURE ARRANGEMENT HAVING LOW ON RESISTANCE	ROBB STEPHEN PAUL
SC06224C	ECL GATE HAVING DUMMY LOAD FOR SUBSTANTIALLY REDUCING SKEW	MCDONALD JAMES TODD
SC06237C	SEMICONDUCTOR STRUCTURE WITH CLOSELY COUPLED SUBSTRATE TEMPERATURE SENSE ELEMENT	FAY GARY V
SC06244T	FORMED TOP CONTRACT FOR NON-FLAT SEMICONDUCTOR DEVICE	KALFUS MARTIN AARON
SC06266C	DUAL CHANNEL CURRENT MODE SWITCHING REGULATOR	ALBERKRACK, JADE HENRY
SC06271P	CONTROLLED VOLTAGE DROP DIODE	SUNDSTROM RAY D
SC06274C	OPERATIONAL AMPLIFIER	SUSAK DAVID M
SC06276C	START CIRCUIT FOR A BANDGAP REFERENCE CELL	CAVE DAVID
SC06327P	LOW VOLTAGE DEEP JUNCTION DEVICE AND METHOD	LIAW H MING
SC06330C	ECL LOGIC GATE	HOLLSTEIN, ROGER L.
SC06331T	METHOD FOR IMPROVING THE ADHESION OF A PLASTIC ENCAPSULANT TO COPPER CONTAINING LEADFRAMES	SPANJER KEITH GORDON
SC06346C	POWER FIELD EFFECT TRANSISTOR DRIVER CIRCUIT FOR PROTECTION FROM OVER VOLTAGES	DUNN WILLIAM CHARLES
SC06347C	VOLTAGE LEVEL CONVERSION CIRCUIT	DUNN WILLIAM CHARLES
SC06366P	SELF ALIGNED VERTICAL FIELD EFFECT TRANSISTOR HAVING AN IMPROVED SOURCE CONTACT	DAVIES ROBERT BRUCE
SC06388T	SELF-CENTERING ELECTRODE FOR POWER DEVICES	KALFUS MARTIN
SC06402P	HIGH VOLTAGE VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED SAFE OPERATING AREA	ROBB STEPHEN P
SC06445T	BACKSIDE METALLIZATION SCHEME FOR SEMICONDUCTOR DEVICES	SHARMA RAVINDER K
SC06458C	SUBSTRATE INJECTION CLAMP	PIGOTT, JOHN M
SC06470C	NEGATIVE VOLTAGE CLAMP	PIGOTT, JOHN M
SC06471P	METHOD FOR MAKING SEMICONDUCTOR DEVICE HAVING HIGH ENERGY SUSTAINING CAPABILITY AND A TEMPERATURE SUSTAINING VOLTAGE	PHIPPS, JOHN P
SC06488C	CURRENT SWITCH	BADER SCOTT K
SC06489C	OUTPUT STAGE FOR AN OPERATIONAL AMPLIFIER	SUSAK, DAVID M
SC06499C	LOAD CONTROLLED ECL TRANSIENT DRIVER	SCHUCKER DOUGLAS W.
SC06501C	TRANSFORMERLESS SEMICONDUCTOR AC SWITCH HAVING INTERNAL BIASING MEANS	FAY GARY VERNOR
SC06546C	DUAL SUPPLY ECL TO TTL TRANSLATOR	SUNDSTROM RAY
SC06552C	TTL OUTPUT DRIVER HAVING AN INCREASED HIGH OUTPUT LEVEL	NEELY ERIC
SC06554P	METHOD FOR FORMING SEMICONDUCTOR CONTACTS BY ELECTROLESS PLATING	MORAN JOHN D
SC06562C	CONTROL CIRCUIT FOR RAPID GATE DISCHARGE	DAVIES ROBERT BRUCE

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SC06586C	CURRENT MIRROR HAVING LARGE CURRENT SCALING FACTOR	ABDI, BEHROOZ L
SC06591C	THERMAL PROTECTION METHOD FOR A POWER DEVICE	DAVIES, ROBERT BRUCE
SC06597C	AN ECL TO TTL/CMOS TRANSLATOR USING A SINGLE POWER SUPPLY	PETTY CLEON
SC06598C	FULL WAVE RECTIFIER AVERAGING CIRCUIT	SUSAK DAVID M
SC06618P	METHOD FOR MANUFACTURING SEMICONDUCTOR RECTIFIER	MORAN JOHN D
SC06660P	METHOD FOR MAKING A SEMICONDUCTOR DIODE	JACKSON KEVIN B
SC06691C	VOLTAGE TRESHOLD GENERATOR FOR USE IN DIODE LOAD EMITTER COUPLED LOGIC CIRCUITS	HUEHNE KARL JACKSON
SC06698C	CURRENT SOURCE REGULATOR	MAIN WILLIAM ERIC
SC06701P	SEMICONDUCTOR DEVICE HAVING INTERNAL CURRENT UNIT OVER-VOLTAGE PROTECTION	MASQUELIER MICHAEL P
SC06704C	ALPHA ENHANCEMENT OF A TRANSISTOR USING BASE CURRENT FEEDBACK TO THE EMITTER	WELTY DENNIS L
SC06712P	HIGH REVERSE VOLTAGE IGT	FAY GARY V
SC06716P	METHOD AND APPARATUS FOR ADJUSTING PLATING SOLUTION FLOW CHARACTERISTICS AT SUBSTRATE CATHODE PERIPHERY TO MINIMIZE EDGE	SCHUSTER VIRGIL E
SC06717P	HIGH VOLTAGE PLANAR EDGE TERMINATION USING A PUNCH-THROUGH RETARDING IMPLANT	DAVIES ROBERT BRUCE
SC06734P	FAST DAMPER DIODE AND METHOD	ANDERSON SAMUEL J
SC06740P	AVALANCHE STRESS PROTECTED SEMICONDUCTOR DEVICE HAVING VARIABLE INPUT IMPEDANCE	ROBB STEPHEN P
SC06746P	ZIG-ZAG V-MOS TRANSISTOR STRUCTURE	HARRINGTON, ALAN L
SC06759C	UNIVERSAL POWER SUPPLY MONITOR CIRCUIT	ALBERKRACK, JADE HENRY
SC06768C	THERMAL CLAMP FOR AN IGNITION COIL DRIVER	BENNETT PAUL T
SC06771P	INTEGRATED HIGH VOLTAGE TRANSISTORS HAVING MINIMUM TRANSISTOR TO TRANSISTOR CROSSTALK	CLARK LOWELL E
SC06775C	AMPLIFIER OUTPUT STAGE	SUSAK DAVID M
SC06781C	HIGH VOLTAGE BRIDGE INTERFACE FOR AC AND BRUSHLESS DC MOTOR CONTROL	DAVIES ROBERT BRUCE
SC06793T	IMPROVED RECTIFIER AND METHOD	WASMER, WILLIAM DARWIN
SC06797C	HIGH SPEED CMOS MULTIPLEXER HAVING REDUCED PROPAGATION DELAY	FELDBAUMER DAVID D
SC06804C	BANDGAP VOLTAGE REFERENCE USING A POWER SUPPLY INDEPENDENT CURRENT SOURCE	BENNETT PAUL THOMAS
SC06813C	DIFFERENTIAL ECL BUS TRI-STATE DETECTION RECEIVER	ESGAR DWIGHT D
SC06824C	AN ECL TO CMOS LOGIC TRANSLATOR	DIXON ROBERT
SC06829C	HIGH SPEED ECL TO TTL TRANSLATOR HAVING A NON-SCHOTTKY CLAMP FOR THE OUTPUT STAGE TRANSISTOR	PHAN M NGHIEM
SC06832C	A BALANCE SPURIOUS FREE OSCILLATOR	HOWELL WILLIAM J
SC06846P	FIELD PLATE AVALANCHE DIODE	LESK ISRAEL ARNOLD
SC06849C	ECL CIRCUIT WITH LOW VOLTAGE/FAST PULL-DOWN	PHAN M NGHIEM
SC06874C	PROGRAMMABLE DELAY CIRCUIT FOR DIGITAL INTEGRATED CIRCUITS	SWAPP MAVIN C
SC06882C	LOW POWER OUTPUT GATE	JEFFREY, PHILIP ALAN
SC06886C	AMPLIFIER HAVING TWO OPERATING MODES	VYNE, ROBERT LEONARD

SC06904P	METHOD FOR PRODUCING SEMICONDUCTOR DEVICES HAVING BULK THEREIN	CHIOU HERNG-DER
SC06923C	SLOPE COMPENSATION CIRCUIT FOR STABILIZING CURRENT MODE CONVERTERS	TISINGER, ERIC W
SC06928C	LOW VOLTAGE CIRCUIT TO CONTROL HIGH VOLTAGE TRANSISTOR	BERRINGER KENNETH A
SC06956C	FAULT DETECTION CIRCUIT	HOLLSTEIN, ROGER L.
SC06966C	A CURRENT THRESHOLD DETECTOR CIRCUIT	PETTY, THOMAS DAVID
SC06971C	BICMOS TTL OUTPUT DRIVER	WANG MICHAEL D
SC06980P	METHOD OF MAKING ENHANCED INSULATE GATE BIPOLAR TRANSISTOR	TERRY LEWIS E
SC06998P	SEMICONDUCTOR DEVICE AND METHOD	SCHOENBERG MARK
SC07103C	ECL TO CMOS TRANSLATION AND LATCH LOGIC CIRCUIT	HSUEH PAUL W
SC07120C	SOURCE TERMINATED TRANSMISSION LINE DRIVER	SEELBACH, WALTER C
SC07131C	LOW NOISE MOTOR DRIVE CIRCUIT	SCHULTZ WARREN J
SC07155P	INSULATED GATE SEMICONDUCTOR DEVICE WITH REDUCED BASE-TO-SOURCE ELECTRODE SHORT	CLARK LOWELL E
SC07226P	VERTICAL CURRENT FLOW SEMICONDUCTOR DEVICE UTILIZING WAFER BONDING	RUTTER ROBERT E
SC07343P	CONDUCTIVITY MODULATED INSULATED GATE SEMICONDUCTOR DEVICE	CLARK LOWELL E
SC07353C	START CIRCUIT FOR A POWER SUPPLY CONTROL INTEGRATED CIRCUIT	PACE WILSON DAVID
SC07369P	VERTICAL FIELD EFFECT TRANSISTOR WITH IMPROVED CONTROL OF LOW RESISTIVITY REGION GEOMETRY	DAVIES ROBERT B
SC07386C	RAIL-TO-RAIL OUTPUT STAGE OF AN OPERATIONAL AMPLIFIER	VYNE, ROBERT LEONARD
SC07387C	RAIL-TO-RAIL OUTPUT STAGE OF AN OPERATIONAL AMPLIFIER	KODA, RIKKI
SC07390C	TURN OFF DELAY REDUCTION CIRCUIT AND METHOD	PACE DAVID W
SC07417C	H-BRIDGE FLYBACK RECIRCULATOR	PIGOTT, JOHN M
SC07471P	METHOD FOR MAKING A SCHOTTKY DIODE THAT IS COMPATIBLE WITH HIGH PERFORMANCE TRANSISTOR STRUCTURES	SUNDARAM LALGUDI M G
SC07479C	SHORT-CIRCUIT PROOF FIELD EFFECT TRANSISTOR	ROBB STEPHEN P
SC07481P	FABRICATING DUAL GATE THIN FILM TRANSISTORS	ROBB FRANCINE Y
SC07493P	EDGE TERMINATION STRUCTURE	PHIPPS JOHN P
SC07550C	CURRENT DRIVER CONTROL CIRCUIT FOR A POWER DEVICE	DAVIES ROBERT BRUCE
SC07554P	HIGH POWER SEMICONDUCTOR DEVICE WITH INTEGRAL ON-STATE VOLTAGE DETECTION STRUCTURE	CLARK LOWELL E
SC07558C	SWITCHABLE ACTIVE BUS TERMINATION CIRCUIT	FELDBAUMER DAVID W
SC07581C	SEMICONDUCTOR DEVICE HAVING A LARGE SENSE VOLTAGE	DAVIES ROBERT BRUCE
SC07598P	PN JUNCTION SURGE SUPPRESSOR STRUCTURE WITH MOAT	SCHOENBERG MARK A
SC07675C	LOAD CONTROL CIRCUIT INCLUDING AUTOMATIC AC/DC DISCERNMENT	SU, STEPHEN
SC07789C	MILLER LOOP COMPENSATION NETWORK WITH	MOORE, BRADLEY T

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SC07816C	OUTPUT DRIVER STAGE WITH TWO TIER CURRENT LIMIT PROTECTION	TISINGER ERIC W
SC07875T	INSULATED SEMICONDUCTOR PACKAGE	LETTERMAN JAMES P JR
SC07918C	BIDIRECTIONAL TWO-TERMINAL THYRISTOR	CLARK LOWELL EUGENE
SC07971P	HIGH VOLTAGE TRANSISTOR HAVING REDUCED ON-RESISTANCE	OKADA, DAVID N.
SC08006C	QUICK-START AND OVERVOLTAGE PROTECTION FOR A SWITCHING REGULATOR CIRCUIT	BARROW, STEVEN M
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SC08182P	HIGH VOLTAGE SEMICONDUCTOR STRUCTURE AND METHOD	TU SHANG-HUI LARRY
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SC08708T	ELECTRONIC SURFACE MOUNT DEVICE AND METHOD FOR MAKING	MAYS LONNE LEE
SC08715C	CIRCUIT AND METHOD FOR TRANSLATING AN ECL SIGNAL TO A TTL SIGNAL	PHAM PHUC C
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SC08830C	CIRCUIT AND METHOD OF TIMING DATA TRANSFERS	FORD, DAVID K
SC08832P	METHOD OF MAKING SURGE SUPPRESSOR SWITCHING DEVICE	SAUCEDO FLORES, EMMANUEL
SC08862C	CIRCUIT LIMIT SENSE CIRCUIT AND METHOD FOR CONTROLLING A TRANSISTOR	BENNETT, PAUL THOMAS
SC08882C	COMPARATOR CIRCUIT	MAHABADI JOHN KOUROS
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SC08987P	ELECTROSTATIC DISCHARGE PROTECTION DEVICE AND METHOD OF FORMING	HEIM BARRY B
SC08994C	INPUT STAGE FOR CMOS OPERATIONAL AMPLIFIER AND METHOD THEREOF	ANDERSON DAVID J
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SC09006C	AMPLIFIER CIRCUIT WITH CHARGE PUMP SUPPLYING A DIFFERENTIAL TRANSISTOR PAIR	PETTY, THOMAS DAVID
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SC09063T	SEMICONDUCTOR DEVICE WITH FLAME SPRAYED HEAT SPREADING LAYER AND METHOD	RALEIGH CARL J
SC09078C	CIRCUIT AND METHOD FOR BATTERY CHARGE CONTROL	STOCKSTAD TROY L

SC09101P	METHOD OF FORMING AN ALLOYED DRAIN FIELD EFFECT TRANSISTOR AND DEVICE FORMED	ROBB FRANCINE Y
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SC09338C	OUTPUT CIRCUIT AND METHOD FOR SUPPRESSING SWITCHING NOISE THEREIN	HU, TZU-HUI (PAUL)
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SC09369C	REFERENCE VOLTAGE CIRCUIT HAVING A SUBSTANTIALLY ZERO TEMPERATURE COEFFICIENT	MIETUS, DAVID FRANCIS
SC09373T	LOW COST FULLY ISOLATED SEMICONDUCTOR DEVICE	LETTERMAN JR, JAMES P
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SC09469P	HIGH VOLTAGE CURRENT LIMITER AND METHOD FOR MAKING	HEMINGER, DAVID M
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SC10001C	MONOLITHIC CLAMPING CIRCUIT AND METHOD OF PREVENTING TRANSISTOR AVALANCHE BREAKDOWN	SHEN, ZHENG
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SC80919   VOLTAGE BOOSTER CIRCUIT                  CATER ERNEST A
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LOCASCIO JAMES J
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SC81120   BUTTON RECTIFIER PACKAGE FOR NON-PLANAR DIE
ADDIE DAVID LESLIE
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SC81169   CURRENT OUTPUT OSCILLATOR                 BYNUM BYRON G
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SC81187T  HIGH CURRENT PACKAGE WITH MULTI-LEVEL LEADS
DUBOIS JERRY MARK
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SC1050T   LETTERMAN
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SC10509T  LETTERMAN
-----
SC10601P  ROBB
-----
SC10642P  MATHEW
-----
SC10673P  SHUMATE
-----
SC10695C  JEFFERY
-----
SC10700C  BALL
-----
SC10716T  MUKERJI
-----
SC10717T  NORTON
-----
SC10718T  NORTON
-----
SC10719P  SALIH
-----
SC10729C  HALL
-----
SC10730C  HALL
-----
SC10740T  POPE
-----
SC10762C  HALL
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SC10762T  NOLAN
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SC10763P  PEARSE
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SC10768C  VYNE
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SC10769C  PETTY
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SC10770T  NOLAN
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SC10774T  NOLAN
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SC10783C  HALL
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SC10789T  INMON
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SC10790P  ROBB
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SC10808C  THOMSON
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SC10810P  VENKATRAMAN
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SC10821P  HOSSAIN
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SC10822P  SUNDARAM
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SC10823P	SUNDARAM
SC10824P	CHANG
SC10826P	VENKATRAMAN
SC10827P	VENKATRAMAN
SC10828P	SALIH
SC10829P	SALIH
SC10830P	VENKATRAMAN
SC10839P	HAKKAL

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EXHIBIT 1.5

ASSIGNED TRADEMARKS

TRADEMARK	COUNTRIES	STATUS
ALEXIS	USA	Common Law
Bullet-Proof	USA	Common Law
	JAPA	Registered
CHIPSCRETES	USA	Common Law
Designer's	USA	Common Law
DUOWATT	USA	Common Law
E-FET	USA	Common Law
EASY SWITCHER	USA	Common Law
ECL300	USA	Common Law
ECLinPS	USA	Common Law
ECLinPS/ELITE	USA	Common Law
EpiBase	USA	Common Law
	JAPA	Registered
Epicap	USA	Common Law
ESD...SURGE PROTECTION	USA	Common Law
EZFET	USA	Common Law
FULLPAK	USA	Common Law
GEMFET	USA	Common Law
	JAPA	Registered
HDTMOS	USA	Registered

	JAPA	Registered
HVTMOS	JAPA	Registered
ICePAK	USA	Common Law
	JAPA	Registered
L2TMOS	USA	Common Law
MCCS	USA	Common Law
MDTL	USA	Common Law
MECL	USA	Common Law
MEGAHERTZ	USA	Common Law
MHTL	USA	Common Law
MiniMOS	USA	Common Law
MiniMOSORB	USA	Common Law
Mosorb	USA	Common Law
MRTL	USA	Common Law
MTTL	USA	Common Law
Multi-Pak	USA	Common Law
PowerBase	USA	Common Law
PowerLux	USA	Abandoned 1998
POWERTAP	USA	Common Law
Quake	USA	Common Law
Rail-To-Rail	USA	Abandoned
SCANSWITCH	USA	Common Law

	JAPA	Registered
SENSEFET	USA	Common Law
	JAPA	Registered
SLEEPMODE	USA	Common Law
SMALLBLOCK	USA	Common Law
	JAPA	Registered
SMARTDISCRETES	USA	Common Law
SMARTswitch	USA	Common Law
SUPERBRIDGES	USA	Common Law
SuperLock	USA	Common Law
Surmetic	USA	Common Law
	FRAN	Registered
	JAPA	Registered
SWITCHMODE	USA	Common Law
	JAPA	Registered
Thermopad	USA	Common Law
Thermowatt	USA	Common Law
TMOS	USA	Registered
	BENE	Registered
	FINL	Registered
	FRAN	Registered
	GBRI	Registered

	GERW	Registered
	ITAL	Registered
	JAPA	Registered
	NORW	Registered
TMOS & Design Device	USA	Registered
	ITAL	Registered
TMOS Stylized	BENE	Registered
	FINL	Registered
	FRAN	Registered
	GBRI	Registered
	GERW	Registered
	NORW	Registered
Unibloc	USA	Common Law
UNIT/pak	USA	Common Law
Uniwatt	USA	Common Law
	JAPA	Registered
WaveFET	USA	Common Law
	JAPA	Registered
Z-Switch	USA	Common Law
ZIP R TRIM	USA	Common Law

EXHIBIT 1.27

RESTRICTED PROCESS MODULES

[1 page redacted]

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EXHIBIT 8.2

THIRD PARTY	TITLE OF AGREEMENT OR ITEM	EFFECTIVE DATE
-----	-----	-----
Microsemi	Motorola--Microsemi Technology Agreement	26 February 1996
Stanford University	Nonexclusive Patent Agreement	9 May 1997
Vitellic (H.K.) Limited	Technology Transfer and Contract Products Supply Agreement	29 May 1996
Newport	Technology Transfer and Foundry Services Agreement	Pending
Arizona State University	Sponsored Research Agreement on Leading Indicators for Motorola Product Lines	6 May 1998
Raychem	Joint Development Agreement	30 April 1997
Philips	Letter dated 7 September 1993	
Lansdale	Manufacturing Services	Pending

EMPLOYEE MATTERS AGREEMENT

BY AND AMONG
MOTOROLA, INC.,

SCG HOLDING CORPORATION

AND

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

DATED

AS OF MAY 11, 1999

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EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT dated as of May 11, 1999 ("AGREEMENT") by and among Motorola, Inc., a Delaware corporation ("PARENT" or "MOTOROLA"), SCG Holding Corporation, a Delaware corporation and a wholly owned subsidiary of Motorola (the "COMPANY"), and Semiconductor Components Industries, LLC, a Delaware limited liability company ("SCI LLC"), the sole member of which is the Company.

RECITALS

A. Motorola engages through its Semiconductor Components Group ("SCG") in the development, manufacture and sale of discrete and integrated circuit semiconductor products and related products.

B. Concurrently herewith, Motorola, the Company, and SCI LLC are entering into that certain Reorganization Agreement (as such Agreement may hereafter be amended from time to time, the "REORGANIZATION AGREEMENT"), under which the SCG operations will be reorganized under SCI LLC upon consummation of the transactions contemplated thereunder.

C. Concurrently herewith, Motorola, the Company and certain other parties are entering into that certain Agreement and Plan of Recapitalization and Share Purchase (the "RECAPITALIZATION AGREEMENT").

D. It is contemplated under the Reorganization Agreement that Motorola, the Company, and SCI LLC enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions, representations, warranties and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 PREVIOUSLY DEFINED TERMS. Each term defined in the first paragraph and Recitals shall have the meaning set forth above whenever used herein, unless otherwise expressly provided herein or unless the context hereof clearly requires otherwise.

1.2 TERMS DEFINED IN THE REORGANIZATION OR RECAPITALIZATION AGREEMENT. Each term defined in the Reorganization or Recapitalization Agreement shall have the same meaning wherever used herein, unless otherwise expressly provided herein or unless the context hereof clearly requires otherwise.

1.3 GENERAL DEFINITIONS. In addition to the terms defined in the first paragraph and Recitals and those defined in the Reorganization Agreement, whenever used herein, the following terms shall have the meanings set forth below unless otherwise expressly provided or unless the context clearly requires otherwise:

"EMPLOYEE BENEFIT PLAN" means any plan, fund, or program which (a) provides medical, surgical, hospital or dental care or benefits, or benefits in the event of sickness, accidental, disability, or death benefits, apprenticeship

or other training programs, or day care centers, scholarship funds, or prepaid legal services, or (b) provides retirement income to employees or results in a deferral of income by employees for periods extending to the termination of covered employment or beyond, but excluding any plan, fund or program which provides severance, unemployment or vacation benefits.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

"FOREIGN RETIREMENT PLAN TRANSFER AGREEMENT" means a written agreement between the parties relating to the transfer of assets and liabilities from a Retirement Plan maintained by an Existing SCG Entity outside of the United States to a successor Retirement Plan maintained by an SCG Party for the benefit of Transferred Employees. Each Foreign Retirement Plan Transfer Agreement shall (a) comply with the requirements of applicable law in the jurisdiction in which the subject Retirement Plan is located, and (b) provide for a transfer of assets and liabilities in accordance with Section 4.2(a), in the case of an agreement relating to a defined benefit Retirement Plan, or Section 4.2(b), in the case of an agreement relating to a defined contribution Retirement Plan.

"EXPATRIATE EMPLOYEES" means (a) those employees hired in one country by an Existing SCG Entity and (b) who have been designated as expatriates and assigned or sent to work in another country on a temporary basis.

"INACTIVE SCG EMPLOYEES" means SCG Employees who, immediately prior to the Closing Date, are absent from work due to an authorized leave of absence or due to long term disability, or short term disability, including, without limitation, those employees identified on SCHEDULE 1.3A.

"RETAINED EMPLOYEE BENEFIT PLAN LIABILITIES" means liabilities under an Employee Benefit Plan maintained by Motorola or any other Existing SCG Entity prior to the Closing Date other than (i) liabilities for benefits of the Transferred Employees accrued as of the Closing Date under any Retirement Plan for which there is a transfer of assets and liabilities in accordance with Article IV of the Employee Matters Agreement, or (ii) those Employee Benefits Plans maintained by Motorola Philippines, Motorola Semiconductor Sdn, Bhd and Slovakia Electronics Industries s.a. for Transferred Employees and those Employee Benefits Plan maintained by the SMP joint venture in Malaysia, the Leshan joint venture in China, the Czech Republic joint ventures.

"RETIREMENT PLAN" means an Employee Benefit Plan that provides retirement income to employees or results in a deferral of income by employees for periods extending to the termination of covered employment or beyond.

"SCG EMPLOYEES" means all employees of the Existing SCG Parties who, immediately prior to the Closing Date, work primarily in the operation of the Business, EXCEPT, HOWEVER, Expatriate Employees.

"TRANSFERRED CONTRACTORS" means consultants and independent contractors, whose services as of the Closing Date are provided primarily to the Business in support of its day-to-day operations, including without limitation, those whose Contracts are listed in the Disclosure Letter.

"TRANSFERRED EMPLOYEES" means Transferred SCG Employees, Transferred Shared Services Employees, and Transferred Expatriate Employees.

"TRANSFERRED EXPATRIATE EMPLOYEES" means those Expatriate Employees identified on SCHEDULE 1.3B.

"TRANSFERRED SCG EMPLOYEES" means all SCG Employees including, without limitation, those employees identified on SCHEDULE 1.3C, EXCEPT, HOWEVER, Inactive SCG Employees.

"TRANSFERRED SHARED SERVICES EMPLOYEES" means those employees identified on SCHEDULE 1.3D.

"US RETIREMENT PLAN TRANSFER AGREEMENT" means the written agreement between the parties relating to the transfer of assets and liabilities from the qualified Motorola, Inc. Pension Plan or the qualified Motorola, Inc. Profit Sharing and Investment Plan to qualified Retirement Plans maintained by an SCG Party, in accordance with Section 4.1.

1.4 AMENDMENT OF SCHEDULES.

(a) No later than seven Business Days prior to the Closing Date, Motorola shall provide SCI LLC amended copies of Schedules 1.3(a) through 1.3(d) setting forth the applicable groups of employees as of a date no earlier than the thirtieth calendar day prior to the Closing Date. SCI LLC shall have two Business days to object to such amended schedules in writing. If SCI LLC so objects to such schedules, Motorola and SCI LLC shall use their respective Reasonable Efforts to resolve the objections of SCI LLC to their mutual and reasonable satisfaction. If SCI LLC does not so object, such schedules shall be final, subject to the obligations of the parties hereto to use their respective Reasonable Efforts before, on, or after the Closing to resolve to their mutual and reasonable satisfaction the employment status of any employee who was erroneously included on or left off of a schedule. Motorola shall use its best efforts to accurately identify on each of Schedules 1.3(a) through 1.3(d) all individuals who are included in the categories described in the provision of Section 1.3 relating to the corresponding Schedule.

(b) No schedules, other than Schedules 1.3(a) through 1.3(d), 2.4(a) and 5.2(a) shall be amended after the signing of this Agreement. No later than thirty calendar days after the signing of this Agreement, Motorola shall provide SCI LLC with amended copies of Schedules 2.4(a) and 5.2(a) to this Agreement only with respect to countries other than the United States, Japan, Malaysia, Philippines, Mexico, France and Germany. Items added to Schedules 2.4(a) or 5.2(a) after the signing of this Agreement that have a Material Adverse Effect shall be treated as nondisclosed items for purposes of assessing liability under the Agreement. SCI LLC shall have two business days to object to such amended schedules in writing. If SCI LLC objects to such schedules, the parties hereto shall use their respective Reasonable Efforts to resolve the objections of SCI LLC to their mutual and reasonable satisfaction. If SCI LLC does not object, such schedules shall be final.

In the case of any representation or warranty by Motorola, if SCI LLC does not object to the amended schedule or SCI LLC objects but the parties are able to resolve the objections to their mutual and reasonable satisfaction, then such amendment will be deemed to have cured any breach of any applicable representation or warranty made in this Agreement.

1.5 INTERPRETATION. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender, (b) words using the singular or plural number shall also include the plural or singular number, respectively, and (c) reference to "hereof", "herein", "hereby" and similar terms shall refer to this entire Agreement.

ARTICLE II

GENERAL PROVISIONS

2.1 TRANSFER OF TRANSFERRED EMPLOYEES.

(a) The parties hereto acknowledge and agree that, wherever legally permissible, on the Closing Date, Transferred Employees shall become employees of the applicable SCG Parties by operation of applicable local law and/or pursuant to the terms of any necessary transfer agreement relating to that jurisdiction. Where such transfer is not possible in the manner described in the previous sentence, the SCG Parties shall offer Transferred Employees employment in accordance with the procedures required by applicable local law to effectuate their employment with the applicable SCG Party commencing on the Closing Date.

(b) From the date hereof until the Closing Date, Motorola shall use its Reasonable Efforts, and shall cause the other Existing SCG Entities to use their Reasonable Efforts, to comply with the requirements of applicable law in respect of such transfers of employment, including, without limitation, providing any advance or other written notices to affected employees and/or their respective representative required under applicable law and consulting with employee representatives as required under applicable law. Motorola is not liable for any breach resulting from the failure of TPG Holding and/or TPG Acquisition to cooperate with, and/or provide information to, Motorola in conjunction with the consultation and notification of employees.

2.2 TRANSFER OF CONTRACTORS AND CONSULTANTS. The parties hereof acknowledge and agree that, on the Closing Date, Motorola shall use its Reasonable Efforts to cause all contracts or agreements with Transferred Contractors to be transferred or assigned to the applicable SCG Party.

2.3 NOVATION OF CONTRACTS. The parties hereto agree to use their Reasonable Efforts to cause any contracts with Transferred Employees and Transferred Contractors that cannot be assigned and that do not transfer (for any reason) by operation of law to be novated to the applicable SCG Party effective as of the Closing Date.

2.4 MAINTENANCE OF EMPLOYMENT TERMS AND CONDITIONS.

(a) SCI LLC will, and will cause the other SCG Parties to (x) continue the employment of Transferred Employees immediately following the Closing Date and (y) for the one year period ending on the first anniversary of the Closing Date (subject in

each case to the employee's continued employment with an SCG Party), (1) pay to such employees salary or wage rates, as applicable, that are at least equal to the salary or wage rates paid to such employees by the applicable Existing SCG Entity immediately prior to the Closing Date and (2) provide such employees with terms and conditions of employment, including Employee Benefit Plans, that are substantially similar, in the aggregate, to the terms and conditions of such employees' employment, including Employee Benefit Plans, provided by the Existing SCG Entities to such employees immediately prior to the Closing Date, other than compensation, benefits, or terms and conditions of employment provided by an Existing SCG Entity pursuant to the Motorola Incentive Plan of 1998, the Motorola Share Option Plan of 1996, the Motorola Share Option Plan of 1982, or any other stock option, stock purchase or other equity based incentive plan or program of an Existing SCG Entity. The parties hereto agree that SCHEDULE 2.4(A), which sets out certain terms and conditions of employment of employees in the existing SCG Entities prior to the Closing Date, though not necessarily a fully comprehensive list, shall be considered as a reference point for purposes of determining whether terms and conditions are substantially similar, in the aggregate, as required by the prior sentence. Notwithstanding the foregoing, no SCG Party shall be obligated to continue the employment of any Transferred Employee for any period after Closing Date.

(b) The obligation of SCI LLC and the SCG Parties under Section 2.4 includes, without limitation, assuming all liabilities on or after the Closing Date to Transferred Employees for accrued, but unused, vacation, holiday, severance, sick time or other paid or unpaid leave, or any other terms and conditions of employment provided by the Existing SCG Entities to such employees immediately prior to the Closing Date, excluding (i) Retained Employee Benefit Plan Liabilities and (ii) Closing Date Transferred Employee Accruals, and crediting each transferred Employee for his or her years of service with the Existing SCG Entities prior to the Closing Date for purposes of vacation, holiday, severance, sick time or other paid or unpaid leave, or any other terms and conditions of employment provided by the Existing SCG Entities to such employees immediately prior to the Closing Date and for determining eligibility to participate, vesting and benefit accrual in any Employee Benefit Plan established or maintained by any SCG Party for the benefit of Transferred Employees to the extent such service was recognized under the corresponding payroll practice or Employee Benefits Plan of the applicable Motorola Transferor covering such Transferred Employees; provided, however, that in the case of Retirement Plans, the obligation to credit Transferred Employees for their years of service with the Existing SCG Entities prior to the Closing Date for benefit accrual purposes shall be subject to the transfer of assets and liabilities in accordance with Article IV hereof.

(c) To the extent permitted by law, any Employee Benefit Plan maintained by an SCG Party pursuant to this Agreement providing medical, surgical, hospital or dental care or benefits, or benefits in the event of sickness, accident, disability or death (1) shall not provide any exclusion for pre-existing condition or waiting period with respect to a Transferred Employee (or any covered beneficiary or dependent), except to the extent such exclusion or waiting period would have applied to such individual under the corresponding Existing SCG Entity Employee Benefit Plan; (2) shall provide credit for payments within the Plan's fiscal year which includes the Closing Date by a Transferred Employee (or any covered beneficiary or dependent) for deductibles, copayments, premiums out-of-pocket expenditures and similar amounts paid to the corresponding Existing SCG Entity Employee Benefit Plan; and (3) may take into account benefits provided and payments made to or on behalf of a Transferred Employee or any covered

beneficiary or dependent) under the corresponding Existing SCG Entity Employee Benefit Plan in calculating aggregate maximum benefits or annual maximum benefits.

(d) Effective as of the Closing Date, Company shall be responsible for the costs of establishing and maintaining Employee Benefit Plans for the Transferred Employees pursuant to the terms of this Agreement. Neither any Existing SCG Entity, nor any Existing SCG Entity Employee Benefit Plan, shall be liable for payment of claims incurred on or after the Closing Date in respect of Transferred Employees (or their covered beneficiaries or dependents) under an Employee Benefit Plan established, maintained or contributed to by an SCG Party on or after the Closing Date. Effective as of the Closing Date, any SCG Parties Employee Benefit Plan shall be liable for payment of claims incurred on or after the Closing Date in respect of Transferred Employees (or their covered beneficiaries or dependents) under such Employee Benefit Plan. Neither any SCG Party nor any SCG Party Employee Benefit Plan shall be liable for payment of claims incurred before the Closing Date by any Transferred Employees (or their covered beneficiaries or dependents) with respect to any Retained Employee Benefit Plan Liabilities.

(e) Nothing in this Agreement shall be construed as granting to any SCG Party the right to participate in any Employee Benefit Plan established or maintained by Motorola or to demand any transfer or spin off of assets from any such Employee Benefit Plan except as specifically otherwise provided in a US Retirement Transfer Agreement or a Foreign Retirement Transfer Agreement.

(f) The SCG Parties shall maintain such government-mandated Employee Benefit Plans as shall be required by applicable law.

2.5 EMPLOYMENT RECORDS. The parties agree that on or within a reasonable time period after the Closing Date, the Existing SCG Entities shall provide to the SCG Parties all employment records for the Transferred Employees required to be kept under applicable law or necessary for the conduct of the Business, provided (a) that the Existing SCG Entities shall not include any records to the extent such a Transfer would violate applicable law or cause the Existing SCG Entities to break any agreement with a third party and (b) that such records are in the possession of the Existing SCG Entities. The Existing SCG Entities and/or the Motorola Transferors may keep copies of such records. After the Closing Date, as may be necessary for any business purpose of the Motorola Transferors or to permit the Motorola Transferors to respond to any government inquiry or audit, defend any claim or lawsuit or administer any Employee Benefit Plan, the Company and/or SCI LLC will cause the SCG Parties to allow the Motorola Transferors reasonable access to and, if requested, copies of any records relating to Transferred Employees, provided (a) that the SCG Parties shall not include any records to the extent that inclusion thereof would violate applicable law or cause any SCG Party to breach an agreement with a third party and (b) that such records are in the possession of the SCG Parties.

2.6 TRANSFER OF INACTIVE SCG EMPLOYEES. SCI LLC agrees to cause the applicable SCG Party to preserve the right of Inactive SCG Employees to return to active employment, and to offer employment on substantially similar terms and conditions of employment, at the expiration of any authorized leave or the termination of disability. As of the date of any Inactive SCG Employee's return, he or she shall be treated for purposes of this Agreement in the same manner as a Transferred Employee whose employment transferred on the Closing Date to an SCG Party.

2.7 NO THIRD PARTY BENEFICIARIES. No employee of any Existing SCG Entity or any SCG Party shall be considered a third party beneficiary of any right or obligation created by this Agreement. Nothing in this Agreement, express or implied, shall be deemed to confer upon any person any rights under or with respect to any plan, program or arrangement described in or contemplated by this Agreement. Nothing in this Agreement, express or implied, shall create a third-party beneficiary relationship or otherwise confer any benefit, entitlement, or right upon any person or entity other than the parties to this Agreement and their respective corporate affiliates. This Agreement shall only be enforceable by the parties hereto.

2.8 PSIP PROFIT SHARING CONTRIBUTION FOR 1999. If, following the end of the 1999 Plan Year, Motorola determines that a Profit Sharing Contribution (as defined in the PSIP) is payable to the PSIP (as defined in Section 4.1(b) below) pursuant to the terms of the PSIP, Motorola shall make a Profit Sharing Contribution to the PSIP in accordance with the terms of the PSIP and the share of such contribution attributable to the contributions of the Transferred Employees (up to 3% of pay for the period of January 1, 1999 through the Closing Date) determined under Section 10.4(e) of the PSIP shall be directly transferred to the SCG US 401(k) Plan no later than April 30, 2000 and shall be invested in accordance with the Transferred Employees election in the SCG US 401(k) Plan as of December 31, 1999.

ARTICLE III

ADDITIONAL EMPLOYMENT MATTERS

3.1 EMPLOYMENT TAXES. The parties hereto agree that (i) Motorola will be relieved from furnishing Forms W-2 to any Transferred Employees employed in the US who will be employed by an SCG Party in the US for the calendar year within which the Closing Date occurs; (ii) Forms W-2 furnished to such Transferred Employees by the applicable SCG Party will include wages paid and taxes withheld by both Motorola and such SCG Party; (iii) Motorola will be relieved from filing Forms W-2 with the Social Security Administration; and (iv) Motorola's entire Form W-2 reporting obligations for such Transferred Employees will be assumed by the applicable SCG Party. To the extent necessary to comply with applicable legal requirements, Motorola shall and SCI shall cause any other SCG Parties operating in the United States to enter into an agreement substantially similar to the foregoing sentence with respect to any Transferred Employees employed in the US who will be employed by such other SCG Parties. Motorola will, and SCI will, and will cause the other SCG Parties operating in the United States to, (i) treat each such SCG Party as a "successor employer" and Motorola as a predecessor," within the meaning of sections 3121(a)(I) and 3306(b)(I) of the Code, with respect to Transferred Employees who are employed by such SCG Party for purposes of Taxes imposed under the United States Federal Unemployment Tax ("FUTA") or the United States Federal Insurance Contributions Act ("FICA") and (ii) comply with the "alternate procedures" provided in Revenue Procedure 96-60, 1996-3 CB 399.

ARTICLE IV

ADDITIONAL EMPLOYEE BENEFIT MATTERS

4.1 US RETIREMENT PLANS.

(a) Effective as of the Closing Date and for twelve (12) months after the Closing Date, SCI LLC will, or will cause the appropriate SCG Party to, establish and maintain a tax-qualified Retirement Plan ("SCG US Retirement Plan") containing terms that are substantially identical to the terms of the Motorola Inc. Pension Plan. The SCG US Retirement Plan shall grant to United States Transferred Employees credit for all purposes of the plan for service and compensation earned prior to the Closing Date and taken into account for a corresponding purpose under the Motorola Inc. Pension Plan subject to the transfer of assets and liabilities in accordance with the US Retirement Plan Transfer Agreement. Motorola and the SCG Party shall enter into a US Retirement Plan Transfer Agreement in the form attached as Exhibit 4.1(a) simultaneously with this Agreement that will reflect the amount of assets and liabilities of the Motorola Inc. Pension Plan that will be transferred to the SCG US Retirement Plan.

(b) Effective as of the Closing Date and for twelve (12) months after the Closing Date, SCI LLC will, or will cause the appropriate SCG Party to, establish and shall maintain a 401(k) and profit sharing Retirement Plan ("SCG US 401(k) Plan"), containing terms that are substantially identical to the Motorola, Inc. Profit Sharing and Investment Plan ("PSIP"). The SCG US 401(k) Plan shall grant to United States Transferred Employees credit for all purposes of the plan for service completed prior to the Closing Date and taken into account for a corresponding purpose under the PSIP. Motorola and the SCG Party shall enter into a US Retirement Plan Transfer Agreement in the form attached as Exhibit 4.1(b) simultaneously with this Agreement that will reflect the amount of assets and liabilities that will be transferred from the PSIP to the SCG US 401(k) Plan.

4.2 FOREIGN RETIREMENT PLANS.

(a) With respect to the defined benefit arrangements maintained by Existing SCG Entities operating in Germany, Japan, Mexico, Philippines, and any other jurisdiction in which Motorola and SCI LLC mutually determine that an Existing SCG Entity maintains a foreign defined benefit Retirement Plan primarily for more than 50 non-United States Transferred Employees ("Foreign Retirement Plans"), effective as of the Closing Date, and for a period of at least twelve (12) months thereafter, SCI LLC will, or will cause the appropriate SCG Party to, establish and maintain Foreign Retirement Plans containing terms that are substantially identical to the terms of the defined benefit plan of the corresponding Existing SCG Entity. The SCG Foreign Retirement Plans shall grant to the applicable Transferred Employees credit for all purposes of the plans for service and compensation earned prior to the Closing Date and taken into account for a corresponding purpose under the corresponding SCG Existing Entity Foreign Retirement Plan, subject, in the case of credit for benefit accrual purposes, to the transfer of assets and liabilities to the successor Foreign Retirement Plan of the applicable SCG Party. If the SCG Existing Entity has set aside assets in a separate trust or fund to assist such SCG Existing Entity in satisfying its obligations under its Foreign Retirement Plan, such SCG Existing Entity and the corresponding SCG Party shall enter into a Foreign Retirement Plan Transfer Agreement prior to the Closing Date that will provide for the transfer of (x) assets equal to the lesser of (i) the Applicable DB Transfer Amount (as defined below) and (ii) the proportion of the total value of assets held in

such separate trust or fund which the DT Transfer Amount (calculated using 100% of accumulated benefit obligation (as defined below) in lieu of 115% in the manner described below) bears to the total accumulated benefit obligation (as defined below) for the SCG Existing Entity Foreign Retirement Plan and (y) the related liabilities of the SCG Existing Entity Foreign Retirement Plan with respect to Transferred Employees who participate in the Foreign Retirement Plan only to an appropriate SCG Party Foreign Retirement Plan within thirty days after the Closing Date. To the extent that the amount of assets transferred or to be transferred to an SCG Party Foreign Retirement Plan pursuant to a Foreign Retirement Plan Transfer Agreement is less than the Applicable DB Transfer Amount for such plan or, if no assets are available for transfer pursuant to a Foreign Retirement Plan Transfer Agreement, Motorola shall, within thirty days after the Closing Date, transfer to the applicable SCG Party an amount, in cash, equal to the remainder of (A) the Applicable DB Transfer Amount less (B) the amount, if any, to be transferred to such SCG Party Foreign Retirement Plan pursuant to the applicable Foreign Retirement Plan Transfer Agreement. All transferred amounts shall inure to the benefit of the Transferred Employees. The term "Applicable DB Transfer Amount" shall mean, with respect to each Foreign Retirement Plan, an amount equal to the sum of (1) 115% of the "accumulated benefit obligation," within the meaning of Financial Accounting Standards Board Statement No. 87 ("FASB 87"), with respect to the Transferred Employees who participate in such Foreign Retirement Plan, calculated (x) as of the Closing Date, (y) pursuant to FASB 87, and (z) using the Motorola actuarial assumptions which are specified on Schedule B hereto for each jurisdiction and (2) interest on the amount determined under clause (1) for the period from the Closing Date to the actual date of transfer at the interest rate set forth on Schedule B for the applicable jurisdiction using Motorola assumptions. If the employment by an SCG Party of a Transferred Employee terminates for any reason before the transfer of assets and liabilities contemplated by this section with respect to such Transferred Employee, no transfer shall be made for such Transferred Employee, and the Existing SCG Entity shall retain all assets and liabilities attributable to such Transferred Employee's accrued benefit. The transfers hereunder shall be in accordance with the laws of the applicable jurisdiction. Motorola shall not be responsible for the transfer of assets or credit with respect to termination pay based in whole or in part on years of service. Notwithstanding the above, the amount of retirement assets to be transferred or credit attributable to the Foreign Retirement Plan for Mexico Transferred Employees shall be calculated with a years of service component for involuntary termination, in accordance with the methodology set forth in this Section 4.2(a).

(b) With respect to the defined contribution arrangements providing individual account balances maintained by Existing SCG Entities located in Brazil, Canada, Hong Kong, Malaysia, Puerto Rico, Thailand, United Kingdom, and any other jurisdictions in which Motorola and SCI LLC mutually determine that an Existing Entity maintains a foreign defined contribution Retirement Plan primarily for more than 50 non-United States Transferred Employees (the "Foreign DC Retirement Plan"), effective as of the Closing Date, and for a period of at least twelve (12) months thereafter, SCI LLC will, or will cause the appropriate SCG Party to, maintain a Foreign DC Retirement Plan for applicable Transferred Employees containing terms that are substantially identical to the terms of the defined contribution plan of the corresponding Existing SCG Entity. The SCG Foreign DC Retirement Plans shall grant to Transferred Employees credit for all purposes of the plans for service and compensation earned prior to the Closing Date and taken into account for a corresponding purpose under the corresponding SCG Existing Entity Foreign DC Retirement Plans. If the SCG Existing Entity has set aside assets in a separate trust or fund to assist such SCG Existing Entity in satisfying its obligations under its Foreign DC Retirement Plan, such

SCG Existing Entity and the corresponding SCG Party shall enter into a Foreign Retirement Plan Transfer Agreement prior to the Closing Date that will provide for the transfer of (x) assets equal to the portion of such trust or fund attributable to the Applicable DC Transfer Amount (as defined below) and (y) the related liabilities of the SCG Existing Entity Foreign DC Retirement Plan only to an appropriate SCG Foreign DC Retirement Plan within thirty days after the Closing Date. To the extent the amount of assets transferred or to be transferred to an SCG Party Foreign Retirement Plan pursuant to a Foreign Retirement Plan Transfer Agreement is less than the Applicable DC Transfer Amount for such plan or if no assets are available for transfer pursuant to a Foreign Retirement Plan Transfer Agreement, Motorola shall, within thirty days after the Closing Date, transfer to the applicable SCG Party an amount, in cash equal to the remainder of (A) the Applicable DC Transfer Amount less (B) the amount, if any to be transferred to such SCG Party Foreign Retirement Plan pursuant to the applicable Foreign Retirement Plan Transfer Agreement. The term "Applicable DC Transfer Amount" shall mean, with respect to each Foreign Retirement Plan, an amount equal to the sum of (i) the individual account balances accrued with respect to the applicable Transferred Employees as of the Closing Date and (ii) interest on the amount determined under clause (i) for the period from the Closing Date to the actual date of transfer based on the interest earned with respect to the applicable SCG Existing Entity Foreign DC Retirement Plan calculated on a daily basis of 1/365th for the number of days between the Closing Date and the actual date of transfer. All transferred amounts shall inure to the benefit of the Transferred Employees. If the employment by a SCG party of a Transferred Employee terminates for any reason before the transfer of assets and liabilities contemplated by this section with respect to such Transferred Employee, no transfer shall be made for such Transferred Employee, and the Existing SCG Entity shall retain all assets and liabilities attributable to such Transferred Employee's accrued benefit. The transfers hereunder shall be in accordance with the laws of the applicable jurisdiction. If applicable, as of the Closing Date, each Transferred Employee shall have an account under the SCG Foreign DC Retirement Plan that shall reflect the employee's benefit as a result of such past service credit.

4.3 COMPLIANCE WITH LAW; MUTUAL COOPERATION. In connection with the transfers described in Sections 4.1 and 4.2, the parties shall each use Reasonable Efforts to cooperate in effectuating such transfers in accordance with applicable law and to make all required filings and deliver all notices required under applicable law in connection therewith.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 LABOR MATTERS. Except as set forth in Schedule 5.1: (i) there are no charges, complaints or controversies pending or, to Motorola's Knowledge, threatened, between the Business and any of its respective current or former employees, which charges, complaints or controversies have had, or would have, a Material Adverse Effect; (ii) the Business is not a party to any material collective bargaining agreement or other labor union contract applicable to Transferred Employees, nor, to Motorola's Knowledge, are there any activities or proceedings of any labor union to organize any such employees; and (iii) to Motorola's Knowledge, there are no strikes, slowdowns, work stoppages, lockouts, or threats thereof, by or with respect to any of the Business employees. Each of the Existing SCG Entities have complied with all applicable laws pertaining to the employment or termination of employment of employees and the retention, categorization or termination of other service

providers relating to the Business, including, without limitation, all such laws relating to labor relations, equal employment opportunities, fair employment practices, prohibited discrimination or distinction or other similar employment activities, except for any failures to comply that, individually or in the aggregate, would not have or result in a Material Adverse Effect or a material adverse effect on the Business in the United States, Philippines, Malaysia, Japan or Mexico.

5.2 REPRESENTATIONS AND WARRANTIES FOR EMPLOYEE BENEFIT PLANS.

(a) Schedule 5.2(a) lists all material Employee Benefit Plans established or maintained by each Business for any current Transferred Employee. The representations and warranties in this Section 5.2 relate solely to the Employee Benefit Plans specified below in Section 5.2(b) covering Transferred Employees as of the date of Schedule 2.4(a), other than any Retained Employee Benefit Plan Liabilities.

(b) Where applicable, with respect to each of the Motorola Business Employee Benefit Plans, true and complete copies of (i) all plan documents (including all amendments and modifications thereof) or, if none, a summary thereof, and all related trust agreements, insurance contracts and other funding arrangements; (ii) the three most recently filed United States Department of Labor Form 5500 series and all schedules thereto, as applicable (or, in the case of a Foreign Retirement Plan with respect to which a transfer of assets and liabilities occurs under Section 4.2, comparable information returns); (iii) the current summary plan descriptions and all summary material modifications thereto as applicable; (iv) the two most recent actuarial reports, if applicable; and (v) the most recent determination letter (or equivalent determination of a Foreign Retirement Plan) issued with respect to each Employee Benefit Plan, as applicable, have been delivered or made available to SCI LLC as of the Closing Date.

(c) Except as disclosed on Schedule 5.2(c) each Employee Benefit Plan has been maintained, operated and administered in compliance with its terms and the applicable provisions of ERISA, the Code, or other applicable law, except for noncompliance which would not result in a Material Adverse Effect or a material adverse effect on the Business in a Principal Location.

(d) Except as disclosed on Schedule 5.2(d), each Employee Benefit Plan which is intended to meet the qualification requirements of Section 401(a) of the Code has received a favorable determination letter from the IRS, and such Plan has not been amended since the date of its most recent determination letter in any respect which would result in a Material Adverse Effect or a material adverse effect on the Business in a Principal Location.

(e) Except as disclosed on Schedule 5.2(e), there are no pending, or to the best of Motorola's Knowledge, threatened audits or investigations by any governmental agency involving any Motorola Employee Benefit Plan from which SCI LLC or any SCG Party shall receive a transfer of assets and liabilities under Article IV, and to the best of Motorola's Knowledge, there are no threatened or pending claims (except for routine claims for benefits payable in the ordinary operation of the Motorola Employee Benefit Plan), suits, or proceedings involving any such Motorola Employee Benefit Plan that would have a Material Adverse Effect on the Business.

(f) Except as disclosed on Schedule 5.2(f), with respect to any Motorola Business Employee Benefit Plan that is a "group health plan" within the meaning of Section 607 of ERISA and that is subject to Section 4980B of the Code, Motorola complies with the continuation coverage requirements of the Code and ERISA with respect to Transferred Employees (and their eligible dependents), except where noncompliance would result in a Material Adverse Effect on the Business or a material adverse effect on the Business in a Principal Location.

(g) Except as disclosed on Schedule 5.2(g), with respect to any Motorola Employee Benefit Plan from which SCI LLC or any SCG Party shall receive a transfer of assets and liabilities pursuant to Article IV, all contributions, premiums, expenses and other payments required to be made by the applicable Existing SCG Entity by the Closing Date have been made.

(h) No Motorola Business Employee Benefit Plan for the benefit of Transferred Employees in the United States is a "multiemployer pension plan" as defined in Section 3(37) of ERISA.

ARTICLE VI

INDEMNIFICATIONS

6.1 SURVIVAL PERIODS. All representations and warranties contained or made in, or in connection with Section 5.2 of this Agreement or any certificate, document or other instrument delivered in connection herewith, shall survive the Closing until the expiration of the applicable statute of limitations. All representations and warranties contained or made in, or in connection with, Section 5.1 of this Agreement or any certificate, document or other instrument delivered in connection herewith, shall survive the Closing for a period of 18 months. The covenants and agreements in this Agreement shall survive except to the extent they are specifically limited by their terms.

6.2 INDEMNIFICATION BY MOTOROLA. Motorola hereby agrees to indemnify and hold harmless SCI LLC and the other SCG Parties from and against any Damages suffered by any or all of them arising out of or resulting from, under, or in respect to (i) any inaccuracy in or breach by Motorola of its representations or warranties contained in this Agreement, (ii) any breach by Motorola of its obligations, covenants or agreements under this Agreement, (iii) the employment, resignation or termination of employment of any individual prior to the Closing Date in connection with the operation of the Business by Motorola or any of its Affiliates, and the termination or resignation after the Closing Date of any Transferred Employee in Japan or the United States who, prior to the Closing Date, applied for and was accepted to receive voluntary severance plan benefits in connection with a reduction in force that was part of the Motorola Cody restructuring, or who prior to the Closing Date was otherwise identified for involuntary termination as part of a reduction in force that was part of the Motorola Cody restructuring, or (iv)(1) any claim incurred after the Closing Date under an Employee Benefit Plan described in Section 2.4(c) maintained by or contributed to by Motorola prior to Closing Date which provides for continuing benefits to former employees or retirees; (2) claims for medical, hospitalization, vision, dental, death or other welfare benefits (other than claims for disability benefits) or expense reimbursements incurred prior to the Closing Date, regardless of whether such claims are reported before, on or after the Closing Date and provided that a claim will be deemed incurred at the time the related services or materials (including prescriptions) are rendered or provided, as the case may be,

or, in the case of death or severance benefits, as of the date of such death or severance; (3) health care continuation coverage required to be provided to any current or former employee of the Business, or any dependent thereof, pursuant to Section 4980B of the Code as a result of any "qualifying event" (as defined in Code Section 4980B and the regulation promulgated thereunder) occurring prior to the Closing Date, (4) benefits, rights and entitlements accrued prior to the Closing Date of all current and former executives and other key or management level employees of the Business under or in respect of any executive compensation or executive benefits plans; (5) with respect to Inactive SCG Employees, any and all disability or leave compensation or benefits payable in respect of any Inactive SCG Employee in respect of any portion of the period ending on the later of (x) the date, if any, that such person returns to active employment with an SCG Party and (y) the Closing Date, including liability for claims for disability compensation, benefits or expense reimbursements arising in connection with or related to any disability commencing and reported prior to the Closing Date and claims for medical, hospitalization, vision, dental or other welfare benefits or expense reimbursement arising in connection with or related to any disability commencing prior to the Closing Date, and (6) any claims relating to Transferred Employees under the Employee Benefit Plans that are Retained Employee Benefit Plans Liabilities. Notwithstanding the foregoing, no indemnification or hold harmless payment shall be made under clause (iii) or (iv) of the preceding sentence to the extent that (A) an SCG Party has agreed to assume assets or liabilities in respect of one or more Employee Benefit Plans under Article IV hereof, (B) the liability is reflected in the Working Capital Account, (C) the liability relates to a claim incurred after the Closing Date under an Employee Benefit Plan or other term or condition of employment with the SCG Entity with respect to which the SCG Entity has assumed liability under Section 2.4(b), (D) the liability relates to benefits, rights or compensation accrued after the Closing Date, (E) the liability relates to a resignation or termination addressed by Section 6.3 or (F) the liability relates to employment, resignation or termination after the Closing Date. Any indemnification by Motorola under this Section 6.2, other than for claims to be reimbursed under Subsection (iii) or (iv) hereof, or claims relating to Retained Employee Benefit Plan Liabilities, shall be counted towards and subject to the Deductible Amount and Marginal Amount described in Section 9.2(b) of the Recapitalization Agreement.

6.3 INDEMNIFICATION BY THE COMPANY AND SCI LLC.

(a) The Company and SCI LLC hereby agree to indemnify and hold harmless Motorola from and against any Damages suffered by Motorola or the Motorola Transferors arising out of or resulting from (i) the employment, resignation or termination of employment on or after the Closing Date of any Transferred Employee other than the termination or resignation after the Closing Date of any Transferred Employee in Japan or the United States who, prior to the Closing Date, applied for and was accepted to receive voluntary severance plan benefits in connection with a reduction in force that was part of the Motorola Cody restructuring, or who prior to the Closing Date was otherwise identified for involuntary termination as part of a reduction in force that was part of the Motorola Cody restructuring; (ii) the infringement of the rights of any employee, trade union representative or other employee representative to information, consultation, or negotiation if such infringement occurred on or after the Closing Date; (iii) the termination of any contract between an Existing SCG Entity or SCG Party and a Transferred Contractor if such termination occurred as a result of the actions contemplated by the Reorganization Agreement or occurred after the Closing Date, (iv) the conduct of any SCG Party after the Closing Date with respect to any employee benefit or retirement plan, policy, program or

arrangement maintained by any SCG Party or to which any SCG Party contributes pursuant to applicable law on behalf of the Transferred Employees; (v) any breach by any SCG Party of any of its obligations contained in this Agreement with respect to benefits matters; (vi) any claim by a Transferred Employee relating to the coverage, benefits or services received under any employee benefit or retirement plan, policy, program or arrangement maintained by any SCG Party after the Closing Date or to which any SCG Party contributes after the Closing Date pursuant to applicable law on behalf of the Transferred Employees; (vii) any act or omission after the Closing Date by any SCG Party or any of its agents in providing the employee benefit or retirement plans, policies, programs or arrangements maintained by any SCG Party after the Closing Date or to which any SCG Party contributes after the Closing Date pursuant to applicable law on behalf of the Transferred Employees; (viii) any assumed assets and liabilities with respect to any employee benefit or retirement plans, policies, programs or arrangements maintained by any SCG Party or to which any SCG Party contributes pursuant to applicable law on behalf of the Transferred Employees, and (ix) any action prior to the Closing Date that TPG Semiconductor Holding Corp. caused any SCG Party or any Existing SCG Party to take with respect to an employee benefit or retirement plan, policy, program or arrangement maintained by any SCG Party.

(b) In jurisdictions in which applicable law, in order to avoid liability for severance or other termination compensation or Damages, requires an SCG Party to offer continued employment as of the Closing Date to Transferred Employees on specific terms and conditions that are determined by comparison to the terms and conditions provided by the applicable SCG Existing Entity to such Transferred Employees immediately prior to the Closing Date, and under applicable law, such Transferred Employee is entitled to severance or other termination compensation or benefits or Motorola or the other Motorola Transferors is or are subject to Damages as a result of the failure of the terms of such offer of employment to comply with such requirements under applicable law, the applicable SCG Party will be responsible for, and will indemnify, the Motorola Transferor from and against, payment of such severance compensation, benefits, and/or Damages to such Transferred Employees. Notwithstanding the foregoing, in the case of Transferred Employees who are currently employed by Motorola Japan Limited ("MJL"), (i) the applicable Japanese SCG Party ("SCG Japan") will offer continued employment to such Transferred Employees on terms and conditions that are substantially identical to the terms and conditions of such employees' employment with MJL in effect immediately prior to the Closing Date (other than with respect to equity based compensation and benefits) (ii) Motorola, MJL, SCI LLC and the applicable SCG Japan will each use their Reasonable Efforts to persuade such transferred Employees to consent to the transfer of their employment to SCG Japan in connection with the consummation of the transactions contemplated by the Agreement and Plan or Recapitalization and (iii) MJL and SCG Japan will share equally the cost of the aggregate payments, if any, required to be made to such Transferred Employees to obtain their consent to such transfer of employment.

(c) The general indemnification procedures set forth in Section 9.5 of the Recapitalization Agreement are incorporated herein in their entirety.

ARTICLE VII

CONDITIONS PRECEDENT

7.1 CONDITIONS PRECEDENT TO TRANSFERS OF EMPLOYEES AND BENEFIT ASSETS. The obligations of the parties hereto to take the actions specified in this Agreement to occur

on or after the Closing Date shall only arise when and if the transactions contemplated by the Reorganization Agreement have been consummated.

ARTICLE VIII

MISCELLANEOUS

8.1 FURTHER ACTIONS. The parties hereto agree to use all reasonable good faith efforts to take all actions and to do all things necessary, proper or advisable to consummate the transactions contemplated hereby by the applicable closing dates.

8.2 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) three Business Days after mailing if mailed by certified or registered mail, return receipt requested, (ii) one Business Day after delivery to Federal Express or other nationally recognized overnight express carrier, if sent for overnight delivery with fee prepaid, (iii) upon receipt if sent via facsimile with receipt confirmed, or (iv) upon receipt if delivered personally, addressed to the address set forth in the Recapitalization Agreement or to such other address or addresses of which the respective party shall have notified the other.

8.3 EXPENSES. Except as otherwise provided in this Agreement, each party to this Agreement will bear all the fees, costs and expenses which are incurred by it in connection with the transactions contemplated hereby, whether or not such transactions are consummated.

8.4 ENTIRE AGREEMENT. The agreement of the parties, which is comprised of this Agreement, the Exhibits and the Schedules hereto and the documents referred to herein, sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

8.5 ASSIGNMENT; BINDING EFFECT; SEVERABILITY. This Agreement may not be assigned by any party hereto. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors, legal representatives and permitted assigns of each party hereto. The provisions of this Agreement are severable, and in the event that any one or more provisions are deemed illegal or unenforceable the remaining provisions shall remain in full force and effect unless the deletion of such provision shall cause this Agreement to become materially adverse to any party, in which event the parties shall use reasonable efforts to arrive at an accommodation which best preserves for the parties the benefits and obligations of the offending provision.

8.6 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of New York.

8.7 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

8.8 HEADINGS. The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

8.9 AMENDMENT AND WAIVER. The parties may by mutual agreement amend this Agreement in any respect, and any party, as to such party, may (a) extend the time for the performance of any of the obligations of any other party, (b) waive any inaccuracies in representations by any other party, (c) waive compliance by any other party with any of the agreements contained herein and performance of any obligations by such other party, and (d) waive the fulfillment of any condition that is precedent to the performance by such party of any of its obligations under this Agreement. To be effective, any such amendment or waiver must be in writing and be signed by the party against whom enforcement of the same is sought.

8.10 U.S. CURRENCY. Unless otherwise stated, all dollars specified in this Agreement, and the Exhibits and Schedules attached or referred to herein, shall be in U.S. dollars.

[signature page follows]

IN WITNESS WHEREOF, each of Motorola and the Company has caused this Employee Matters Agreement to be duly executed on its behalf by its duly authorized officer as of the day and year first written above.

MOTOROLA, INC.

/s/ Keith Bane

Name: Keith Bane

Title: Executive Vice President and President

SCG HOLDING CORPORATION

/s/ Theodore W. Schaffner

Name: Theodore W. Schaffner

Title: Vice-President

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

By: SCG Holding Corporation, its sole member

/s/ Theodore W. Schaffner

Name: Theodore W. Schaffner

Title: Vice-President

AMENDMENT TO EMPLOYEE MATTERS AGREEMENT OF MAY 11, 1999

This amendment to the Employee Matters Agreement is dated this 30th day of July, 1999 by and among Motorola, Inc., a Delaware corporation ("PARENT" or "MOTOROLA"), SCG Holding Corporation, a Delaware corporation and a wholly owned subsidiary of Motorola ("THE COMPANY"), and Semiconductor Components Industries, LLC, a Delaware limited liability company ("SCI LLC"), the sole member of which is the Company.

WHEREAS, the parties previously entered into that certain agreement of May 11, 1999 known as the Employee Matters Agreement ("THE EMA");

WHEREAS, the parties wish to amend the EMA in the manner set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, representations, warranties and agreements herein, the parties agree as follows:

1. The definitions of the EMA are amended as follows:

"INACTIVE NON-TRANSFERRED EMPLOYEES" means all Inactive SCG Employees whose place of employment immediately before their leave of absence began was a location in the United States, Puerto Rico, or Japan.

"INACTIVE TRANSFERRED EMPLOYEES" means all Inactive SCG Employees except the Inactive Non-Transferred Employees.

"INACTIVE SCG EMPLOYEES" means SCG employees, Transferred Expatriate Employees, and Transferred Shared Services Employees who, immediately prior to the Closing Date, are absent from work due to an authorized leave of absence or due to long term or short term disability, including, without limitation, those employees identified on Schedule 1.3a.

"TRANSFERRED EMPLOYEES" means Transferred SCG Employees, Transferred Shared Services Employees, Transferred Expatriate Employees, and Inactive Transferred Employees.

"CLOSING DATE" means 12:01 A.M. Phoenix, Arizona time on July 31, 1999.

"CLOSING DATE TRANSFERRED EMPLOYEE ACCRUALS" means Effective Date Transferred Employee Accruals" as defined in the Reorganization Agreement.

2. Section 1.4(a) of the EMA is amended to substitute the words "No later than seven Business Days prior to the closing date of the Recapitalization Agreement" for the words "No later than seven Business Days prior to the Closing Date."
3. The parties agree that notwithstanding the provisions in Section 2.1(a) of the EMA, certain Transferred Employees who do not transfer on the Closing Date into an SCG Party will transfer the next business day or as soon as possible thereafter. Notwithstanding this paragraph or any provision in the EMA, the parties agree that the

transfer of Transferred Employees in China will be carried out pursuant to the terms of the side letter between the parties on this subject to be executed no later than August 31, 1999.

4. Section 2.6 of the EMA is amended to substitute the term "Inactive Non-Transferred Employees" for each and every reference to "Inactive SCG Employees."
5. Notwithstanding anything to the contrary in the EMA, Motorola hereby agrees to indemnify SCI LLC and the SCG Parties (collectively, "SCI") and hold SCI harmless from and against, and promptly pay or reimburse SCI for, any and all liabilities, obligations, costs or expenses in respect of the Inactive Transferred Employees incurred by SCI or any Employee Benefit Plan established, maintained or contributed to by SCI that relate to or arise in connection with or as a result of (w) the transfer of the employment of any such Inactive Transferred Employee to SCI on or after the Closing Date, (x) any compensation or benefits paid, payable or required to be provided to any such Inactive Transferred Employee in respect of the period commencing at the Closing Date and ending upon the expiration of such employee's authorized leave or termination of disability, as applicable, including, without limitation, all wages, salaries, compulsory or statutory contributions, income or other employment taxes, benefit plan contributions, premiums, and similar amounts, (y) any severance or other termination compensation or benefits paid, payable or required to be provided to any such Inactive Transferred Employee who does not return to active employment with the applicable SCG Party on the expiration of such employee's authorized leave or termination of disability unless such severance or other termination compensation or benefits are the responsibility of SCI LLC or the applicable SCG Party under Paragraph 6.3(b) of the EMA, and (z) the event or events resulting in such Inactive Transferred Employee's leave of absence or disability. Within ten (10) days following the closing date of the Recapitalization Agreement, Motorola shall deliver to SCI LLC a correct and complete list identifying all Inactive Transferred Employees. No indemnifiable amount hereunder shall be counted towards the Deductible Amount or Marginal Amount.
6. The Transferred Employees employed by SCI LLC UK will be eligible to continue to participate in the Employee Benefit Plans maintained by Motorola Ltd. for no more than four (4) calendar months after the Closing Date; provided, however, that with respect to the Retirement Plan maintained by Motorola Ltd., continued participation by the Transferred Employees employed by SCI LLC UK is subject to the approval of the trustees of the said Retirement Plan, in accord with all applicable laws, rules, practices and the terms of the said Retirement Plan. SCI LLC will cause SCI LLC UK to reimburse Motorola, Ltd. for the actual cost to Motorola or Motorola, Ltd. of providing such continued benefits to the Transferred Employees, including a proportionate share of administrative fees, which payment shall be made no later than the twenty-fifth (25th) day of the month preceding the month for which coverage shall continue; provided, however, that payment with respect to coverage for the month of August shall be due no later than August 15, 1999 and provided further that Motorola, Ltd. has provided reasonable evidence to SCI LLC UK of the amount and incurrence of all such costs and fees, including those relating to the continued Retirement Plan coverage referred to below. Motorola, Ltd. shall inform SCI LLC UK of the amount to be reimbursed

pursuant to this Agreement no later than the twentieth (20th) day of the month preceding the month for which coverage shall continue; provided, however, that Motorola, Ltd. shall inform SCI LLC UK of the amount to be reimbursed pursuant to this Agreement for the month of August 1999 no later than August 5, 1999. The parties agree that if the trustees approve continued participation of the Transferred Employees employed by SCI LLC UK in the Retirement Plan maintained by Motorola Ltd., the parties will enter into an interim participation agreement to be executed no later than August 31, 1999. Notwithstanding the foregoing, if the trustees approve continued participation of the Transferred Employees employed by SCI LLC UK in the Retirement Plan maintained by Motorola Ltd., Motorola Ltd. shall inform SCI LLC UK of the amount to be reimbursed pursuant to this Agreement for the actual costs of providing continued Retirement Plan benefits, including a proportionate share of the administrative fees, for the month of August 1999 no later than ten (10) Business Days after the trustee approval and SCI LLC UK shall pay that amount to Motorola Ltd. within ten (10) days of such notice.

7. Notwithstanding anything to the contrary in the EMA, with respect to the transfer of assets and liabilities from the trust for the Motorola Japan, Limited Tax Qualified Pension Plan (Retirement Pension Rule) (the "MJL Plan") to the trust for the substantially identical defined benefit Foreign Retirement Plan (the "SCG Japan Foreign Retirement Plan") established by SCG Japan (as defined in Section 6.3(b) of the EMA), and if necessary, from MJL (as defined in Section 6.3(b) of the EMA) to SCG Japan, the aggregate amount to be transferred from the trust for the MJL Plan and from MJL to the SCG Japan Foreign Retirement Plan and to SCG Japan shall be equal to the greater of (i) the Applicable DB Transfer Amount (as defined in Section 4.2(a) and Schedule B of the EMA) and (ii) the amount legally allowed to be transferred under the Corporate Income Tax Law of Japan with respect to qualified pension plans (the "Transfer Amount") to the SCG Japan Foreign Retirement Plan, and if applicable, SCG Japan in respect of the pension liabilities to be assumed by the SCG Japan Foreign Retirement Plan and SCG Japan pursuant to the EMA, in accordance with the applicable Foreign Retirement Plan Transfer Agreement. If such Transfer Amount is greater than the Applicable DB Transfer Amount, then SCI LLC shall pay to Motorola (and not to MJL), no later than thirty-five (35) days after the Closing Date, the difference between the Transfer Amount and the Applicable DB Transfer Amount. Notwithstanding anything to the contrary in Section 4.2(a) of the EMA, the portion of the Applicable DB Transfer Amount payable from the trust of the MJL Plan to the trust of the SCG Japan Foreign Retirement Plan shall be paid no later than sixty (60) days after the Closing Date.
8. Notwithstanding Section 4.2(b) of the EMA or the Foreign Retirement Plan Transfer Agreement for the Retirement Benefit Fund maintained by the Existing Motorola Entity in Malaysia ("MSSB"), the Applicable DC Transfer Amount shall not include the individual account balances accrued as of the Closing Date for the Transferred Employees in Motorola Semiconductor Sdn. Bhd. who are "RF Employees" within the meaning of the Motorola Assembly Services Agreement. If (i) an RF Employee's employment with the SCI LLC Party in Malaysia ("SCI Malaysia") terminates prior to or upon the termination of the RF assembly services under the Motorola Assembly Services Agreement and (ii) such RF Employee is not reemployed by Motorola promptly after the earlier of (a) the date the RF Employee's service with SCI Malaysia terminates and (b)

the date the assembly services under the Motorola Assembly Services Agreement is terminated, then Motorola shall pay to SCI Malaysia, within thirty (30) days of receiving the notice referred to in the next sentence, an amount in cash equal to the Applicable DC Transfer Amount relating to the accrued benefits of such RF Employee as of the Closing Date. SCI Malaysia shall provide prompt notice to Motorola of the Applicable DC Transfer Amount of such RF Employee. If an RF Employee's employment with SCI Malaysia does not terminate upon the termination of the RF assembly services under the Motorola Assembly Services Agreement, and within six (6) months of the date the RF assembly services terminate SCI Malaysia provides Motorola with a one-time written list of employees who shall remain in its employ, Motorola shall transfer to SCI Malaysia, within thirty (30) days of receiving the list, an amount in cash equal to the Applicable DC Transfer Amount relating to the accrued benefits of such RF Employees as of the Closing Date using such RF Employee's service and compensation earned as of the Closing Date.

9. Coverage under Employee Benefit Plans maintained by SCG Parties for Transferred Employees in China, Hong Kong, Japan, Korea, Singapore, Taiwan, Thailand and the United States shall be effective August 1, 1999 at 12:01 a.m. (local time).
10. For any Transferred Employee who is age fifty (50) or older on the Closing Date and who terminates employment at age 60 or older from the SCG Party in France, Motorola or the Existing SCG Entity in France shall promptly reimburse the SCG Party in France for the portion of the cost of the Retirement Indemnity payable to such Transferred Employee under the applicable industry agreement in effect on the Closing Date relating to the Transferred Employee's service with the Existing SCG Entity in France completed prior to the Closing Date. The above does not require payment of any termination indemnity in France other than the retirement indemnity specified here.
11. Notwithstanding the provisions in Section 4.2(b) of the EMA, the parties agree that, with respect to Brazil, the transfer of any assets and liabilities from a Retirement Plan maintained by Motorola Brazil to a Retirement Plan maintained by the Brazil Sub shall occur no later than the date permissible under local law, the Retirement Plan maintained by Motorola Brazil and the Foreign Retirement Plan Transfer Agreement. Motorola Brazil and the Brazil Sub shall use commercially reasonable efforts to enter into a Foreign Retirement Plan Transfer Agreement by August 31, 1999.
12. Section 4.2(b) of the EMA is amended so as not to require the transfer of retirement plan assets from the Foreign DC Retirement Plan of the Existing SCG Entity in Puerto Rico to an SCG Foreign DC Retirement Plan maintained by an SCG Party in Puerto Rico. This provision shall not relieve SCI LLC or any SCG entity operating in Puerto Rico of any of their other obligations under the EMA, including their obligation under Paragraph 2.4 and their obligations under 4.2(b), to establish an SCG Foreign DC Retirement Plan for applicable Transferred Employees that contains terms that are substantially identical to the terms of the defined contribution plan of the corresponding Existing SCG Entity. SCI LLC or any SCG Party operating in Puerto Rico shall reimburse the Transferred Employees in Puerto Rico for any 1999 or Year 2000 tax consequences of such amendment to such Transferred Employees derived from the Transferred Employees' decisions as to the disposition of their respective retirement assets, as of the Closing Date,

in the Foreign DC Retirement Plan of the Existing SCG Entity. Motorola agrees that it will take no affirmative steps to notify the Transferred Employees that they will be reimbursed for such tax consequences, if any, and Motorola agrees further that it will not distribute the Transferred Employees' account balances, except at the request of the Transferred Employees.

13. Notwithstanding the change of the definition of the Closing Date pursuant to Section 1 of this Amendment, the definition of the Closing Date shall be the closing date of the Recapitalization Agreement for purposes of (a) determining the amount of assets and liabilities to be transferred from Retirement Plans maintained by the Existing SCG Entities in Hong Kong, Thailand and the United States and (b) the timeframe for transferring such assets and liabilities pursuant to the EMA, the US Retirement Plan Transfer Agreements and the Foreign Retirement Plan Transfer Agreements. With respect to Japan, the definition of Closing Date for purposes of (a) and (b), above, shall be August 1, 1999.
14. Section 6.3(a) of the EMA is amended by adding a new clause (x) at the end of the first sentence thereof reading as follows: "(x) the continued participation of the SCI LLC UK employees in the Employee Benefit Plans of Motorola, Ltd, for events that occur during the transition period described in Section 6 of this Amendment."
15. With respect to the Retirement Plan maintained by Motorola de Mexico ("Motorola Mexico Retirement Plan"), Motorola shall indemnify and reimburse SCGM, the SCG Party in Mexico, for (x) payments made by SCGM (pursuant to a final judgment issued by a competent authority or by agreement by and between Motorola and SCGM or by settlement of any claim for such payments) in accordance with Article Sixth of the Motorola Plan to the Active Participants, as defined in the Motorola Mexico Retirement Plan, who have been transferred to SCGM through an employer substitution; provided that such payment obligation has been owing before the effective date of the employer substitution (July 31, 1999), or as a consequence of the employer substitution and (y) for reasonable expenses incurred by SCGM for the defense of any claim in such regard, including without limitation reasonable attorneys fees. Notwithstanding the above, should SCGM receive a claim under Article Sixth of the Motorola Mexico Retirement Plan, it shall immediately tender the defense of such claim to Motorola or the Existing SCG Entity in Mexico and shall grant Motorola or the Existing SCG Entity in Mexico all appropriate documentation, including powers of attorney, necessary to select counsel and otherwise fully control the defense and/or settlement of said claim. SCGM shall cooperate in the defense of said claim, including but not limited to making witnesses available upon reasonable request of Motorola or the Motorola SCG Entity. Any payment obligation arising under the SCGM Plan after the effective date of the employer substitution will be the sole and exclusive responsibility of SCGM under the SCGM Plan and in its capacity as substitute employer of Motorola. SCGM shall keep Motorola currently and promptly abreast of any claim made under Article Sixth of the Motorola Mexico Retirement Plan.
16. Except as amended hereby, the EMA shall continue in full force and effect between the parties.

17. Notwithstanding Paragraph 8.5 of the EMA, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the parties hereto and their respective successors and assigns; provided, however, that neither party hereto may assign this Agreement except to a party that acquires all or substantially all of the assets of the assigning party or to or for the account of the lenders providing bank financing solely and specifically for the purpose of securing such bank financing in connection with the Recapitalization Agreement and the transactions related thereto.

IN WITNESS WHEREOF, each of the parties has caused this amendment to the Employee Matters Agreement to be duly executed on its behalf by its duly authorized officer as of the day and year first written above.

MOTOROLA INC.

By: /s/ CARL F. KOENEMANN

Title: EXECUTIVE VICE PRESIDENT AND CHIEF
FINANCIAL OFFICER

SCG HOLDING CORPORATION

By: /s/ THEODORE W. SCHAFFNER

Title: VICE-PRESIDENT

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

By: /s/ THEODORE W. SCHAFFNER

Title: VICE-PRESIDENT

EMPLOYEE MATTERS AGREEMENT

SCHEDULE 1.3(a)

INACTIVE SCG EMPLOYEES

MOTOROLA, INC.
SCG LEAVE OF ABSENCE EMPLOYEE - FRANCE

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	FRANCE	FRANCOISE BERGEON	22300118

MOTOROLA, INC.
SCG LEAVE OF ABSENCE EMPLOYEE - GERMANY

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	Germany	Rita Martin	23311797

MOTOROLA, INC.
SCG LEAVE OF ABSENCE EMPLOYEE - MALAYSIA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	Malaysia	MUHAMAD FAIZAL BIN HASAN	22300118

MOTOROLA, INC.
SCG LEAVE OF ABSENCE EMPLOYEE - MEXICO

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	ZMEX2	Sanchez Diaz, Maria Cristina	44011951
SCG	ZMEX2	Romo Gaona, Blanca Patricia	44012382
SCG	ZMEX2	Urzua Hernandez, Ma. Natividad	44006494
SCG	ZMEX2	Martinez Ramirez, Ma. Eugenia	44009718

MOTOROLA, INC.
SCG LEAVE OF ABSENCE EMPLOYEE - JAPAN

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
VSP2	AIZ	Kato, Takashi	58312133
	AIZ	Yonemichi, Yuko	50896523
	AIZ	Endo, Yuko	50871666
	AIZ	Niida, Kazuyo	50915578
	GOT	Yamazaki, Kyoko	50911096
	AIZ	Takahashi, Hiroshi	50937053

MOTOROLA, INC.
 SCG EMPLOYEES ON LEAVE OF ABSENCE - U.S.

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	AZ01	ARRIETA, ELZABETH	10118713
SCG	AZ01	ARTHUR, JOHN	18001768
SCG	AZ01	AVILA, JUAN C	18001690
SCG	AZ01	BAKER, BRIAN	18003856
SCG	AZ01	BARGE, LAURA A	10071673
SCG	AZ01	BARRY, ELIZABETH A	10071156
SCG	AZ01	BARTOLINI, MARIA E	1009825
SCG	AZ01	BEHN, RICK A	10093518
SCG	AZ01	BENTON, ZOI	10088663
SCG	AZ01	BISHOP, BRYAN	18003712
SCG	AZ01	BONAWITZ, KAREN K	10099591
SCG	AZ01	BONDI, MICHAEL	10061853
SCG	AZ01	BOSCO, BRUCE	18005058
SCG	AZ01	BRYANT, TAMIKA L	18005450
SCG	AZ01	BRYANT, JANE C	10099797
SCG	AZ01	CANEZ, GLORIA V	10071908
SCG	AZ01	CASTANEDA, BRENDA M	10078826
SCG	AZ01	CHRISTIE, JOHNJ	18001512
SCG	AZ01	DARBHA, RENUKA	15001573
SCG	AZ01	DORAN, JAMES B	13004157
SCG	AZ01	DWYER-NOTAR, DENISE J	10016642
SCG	AZ01	EICHER, JANET L	10073994
SCG	AZ01	EPSTEIN, BETH	18005109
SCG	AZ01	ESQUER, FRANCES A,	10074679
SCG	AZ01	FRANKLIN, COURTNEY	16005576
SCG	AZ01	GARCIA, ARMINDA O	10057626
SCG	AZ01	GARCIA, MARYANN C	10079765
SCG	AZ01	GLENN, ERIC E	10116666
SCG	AZ01	HALAMEK, THERESA G	10128251
SCG	AZ01	HISER, WAYNE C	10076966
SCG	AZ01	HOANG, CAROLYN	18005105
SCG	AZ01	HUMBERT, DONALD L	10111461
SCG	AZ01	JACKSON, WADE L	10080817
SCG	AZ01	JARDINE, JASON	10005574
SCG	AZ01	JOHNSON, AGNES N	10053278
SCG	AZ01	KENNON, DAVID A	10041008
SCG	AZ01	KING, KRINDA	10081745
SCG	AZ01	KWONG, SAM	18001030
SCG	AZ01	LASHBROOK, SHANNON	15005610
SCG	AZ01	LE, CINDY	18001026

SCG	AZ01	LILES, KATHLEEN	10073265
SCG	AZ01	LOKKANOWALA, MOHAMMED	18003969
SCG	AZ01	MALAND, BRETT	18001244
SCG	AZ01	MCCLURE, CARLI A	18001543
SCG	AZ01	MILLER, CHRISTY J	10104749
SCG	AZ01	MILLER, ERIC	18000199
SCG	AZ01	MILLER, LAURA H	16004219
SCG	AZ01	MIRANDA, BERTHA D	10072475
SCG	AZ01	NGUYEN, QUYNH	18003983
SCG	AZ01	OTERO, ROSE M	10090843
SCG	AZ01	PASGALE, JOSEPH F	18001738
SCG	AZ01	PERDOMO, ROSA	10079512
SCG	AZ01	PETE, JACQUELINE	10078175
SCG	AZ01	POPE, KEVIN R	18001490
SCG	AZ01	POTTS, DOLORES M	10136754
SCG	AZ01	QUIRKE, PAUL J	10020273
SCG	AZ01	RANGEL, PATRICIA P	10071136
SCG	AZ01	RAY, BARBARA J	10079017
SCG	AZ01	RICKS, LEMA F	18001565
SCG	AZ01	ROBERTS, STEPHEN J	10116385
SCG	AZ01	ROBLES, JARROD H	10136367
SCG	AZ01	RODRIGUEZ, CUAUHTEMOC	18001692
SCG	AZ01	ROGERS II, RAYMOND D	10086658
SCG	AZ01	SAIZ, TINA L	10081015
SCG	AZ01	SCHUH, SHEILA A	10107615
SCG	AZ01	SECRET, DUANE W	10048220
SCG	AZ01	SORRELS, JANET E	10075149
SCG	AZ01	THOMPSON, LYNETTE B	18005136
SCG	AZ01	TOMA, DENNIS W	10136741
SCG	AZ01	VALENZUELA, PATRICIA L	10075157
SCG	AZ01	VICARIO, JEFF M	10091014
SCG	AZ01	WASME, WILLIAM D	10048350
SCG	AZ01	WELLS, MARTHA C	10113904
SCG	AZ01	WHEATON, ROBERT	10080970
SCG	AZ01	WILSON, KIMBERLY	18005421
SCG	AZ01	WINN, ELIZABETH	18005126
SCG	AZ01	WOLF, PATRICIA	10007860
SCG	AZ09	BARBOSA, AURORA T	10081170
SCG	AZ09	DOMER, KRISTEN E	18005129
SCG	AZ09	LYON, LAURA K	10098818
SCG	AZ10	ALVAREZ, VANESSA	18001481
SCG	AZ10	BAKER, SANDRA L	10080917
SCG	AZ10	BRASKARAN, GEETHA	18005107
SCG	AZ10	CASTREJON, JUAN M	18005141
SCG	AZ10	GILL, DEBORAH	18001041
SCG	AZ10	HATHAWAY, ERIC	18005339

SCG	AZ10	SUHARDJA, TJAHDADI	18005144
SCG	AZ10	THUENEN, MICHAEL	18000940
SCG	AZ10	THUENEN JR, DANIEL M	18005127
SCG	AZ10	ZAMORA, ARTURO	18001375
SCG	AZ10	DOSTALOVA, HANA	18005365
SCG	AZ11	HUGHES, VICTORIA J	10079775
SCG	AZ11	WESTERHOFF, KELLY	18001711
SCG	AZ34	ADAMS, DON L	10098785
SCG	AZ34	ALEXANDER, ABBY A	18005118
SCG	AZ34	ASCHIERI, JULIAN	18005650
SCG	AZ34	BAUMANN, JASON S	10118778
SCG	AZ34	COSHOW, JANE E	10085283
SCG	AZ34	DIGESUALDO, LAURA J	10070726
SCG	AZ34	GUPTILL, TRAVIS	18005063
SCG	AZ34	JARRETT, NICOLE M	18005260
SCG	AZ34	JUDGE, JOHN S	10064010
SCG	AZ34	MARTIN, KATHLEEN D	10080673
SCG	AZ34	NICKERSON, LARRY A	10046903
SCG	AZ34	PHAM, TRANG	18001421
SCG	AZ34	PIOTH, DENNIS	10053337
SCG	AZ34	STEENIS, JOHN M	18005117
SCG	AZ34	STELZER, BERTRAM	10005286
SCG	AZ34	WANG, RAYMOND C	18005606
SCG	IL03	CHAIN, WARREN O	10008359

EMPLOYEE MATTERS AGREEMENT

SCHEDULE 1.3(b)

TRANSFERRED EXPATRIATE EMPLOYEES

MOTOROLA, INC.
EXPATS - CZECH REPUBLIC

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
	Roznov-Czech R.	Daniel R. Huettl	
	Roznov-Czech R.	Fernando A. Bello	
	Roznov-Czech R.	Thibault Kassir	

MOTOROLA, INC.

SCG EXPATRIATES - FRANCE

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	FRANCE	KEADLE, RANSOM W	10082391
SCG	FRANCE	KINGZETT, PETER W	10082595
SCG	FRANCE	MILLAR, BRIAN M	10037242
SCG	FRANCE	PETERSON, WILLIAM R	10081057

MOTOROLA, INC.

SCG EXPATRIATE EMPLOYEES -- GERMANY

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	GERMANY	DUNNING, MICHAEL	10069073
SCG	GERMANY	BARBEHENN, MICHAEL T	10118114

MOTOROLA, INC.

TRANSFERRED EXPATRIATE EMPLOYEES - MALAYSIA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	PHOENIX	AZHAR BIN OTHMAN	83014437
SCG	INDONESIA	WAN ZAINUZZAMAN B WAN YUSOF	83007402
SCG	LESHAN, CHINA	ALBERT LOH	
SCG	LESHAN, CHINA	C.S. LOONG	
SCG	LESHAN, CHINA	H.F. LEE	

MOTOROLA INC.

TRANSFERRED EXPAT SCG EMPLOYEES -- PHILIPPINES

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
EXPAT	PHILIPPINES	KOLA A AKINADE	77012488
EXPAT	PHILIPPINES	KOZIOL C CRAIG	10076356

MOTOROLA, INC.

TRANSFERRED EXPATRIATE EMPLOYEES - SINGAPORE

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	S'pore	NIRAJ KOHLI	
SCG	S'pore	HENRY LEUNG	
SCG	S'pore	STEVEN LOW	
SCG	S'pore	STEVEN CONROY	
SCG	S'pore	KIM HEA LYEONG	01421889

MOTOROLA, INC.

SCG EXPATRIATES - UNITED KINGDOM

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	UNITED KINGDOM	MARIANO JR, VIC L	10053004
SCG	UNITED KINGDOM	HOLLAND, RICKY D	10058543
SCG	UNITED KINGDOM	HUFFMAN, RODNEY R	10073143
SCG	UNITED KINGDOM	HAYER, HARRISON B	10075788
SCG	UNITED KINGDOM	RICKETTS, ROBERT L	10096662
SCG	UNITED KINGDOM	ASHMORE, LUCINDA N	10109644
SCG	UNITED KINGDOM	ZABASAJJA, EDWARD B	10120348

MOTOROLA, INC.

EXPATRIATE SCG EMPLOYEES -- UNITED STATES

GROUP	LOCATION	EMPLOYEE NAME	COMMERCE ID
-----	-----	-----	-----
SCG	ZFR11	BARNES, DOUGLAS A	10096930
SCG	ZFR11	KEADLE, RANSOM W	10082391
SCG	ZFR11	KINGZETT, PETER W	10082595
SCG	ZFR11	LEADBETTER, DIANA E	10021297
SCG	ZFR11	MILLAR, BRIAN M	10037242
SCG	ZFR11	PETERSON, WILLIAM R	10081057
SCG	ZFR11	SUNDSTROM, RAY D	10068115
SCG	ZHK08	KOHLI, NIRAJ	10084140
SCG	ZKR01	BLOOMFIELD, STEVEN	10081525
SCG	ZMEX2	HOFFMAN, MICHAEL J	10048395
SCG	ZMEX2	VELARDE, ALFREDO	10026984
SCG	ZMEX2	WALKER, RANDALL E	10063406
SCG	ZMY02	KELLER, GERALD J	10063346
SCG	ZMY04	RALEIGH, CARL J	10001303
SCG	ZSG03	RAY, CATHERINE E	10067267
SCG	ZSW05	MILLER, ARTHUR R	10069657
SCG	ZUK07	ASHMORE, LUCINDA N	10109644
SCG	ZUK07	BERRINGER, KENNETH A	10017966
SCG	ZUK07	HAYER, HARRISON B	10075788
SCG	ZUK07	HOLLAND, RICKY D	10058543
SCG	ZUK07	HUFFMAN, RODNEY R	10073143
SCG	ZUK07	MARIANO JR., VIC L	10053004
SCG	ZUK07	RICKETTS, ROBERT L	10096662
SCG	ZUK07	ZABASAJJA, EDWARD B	10120348
SCG	ZWG18	BARBEHENN, MICHAEL T	10118114
SCG	ZWG18	DUNNING, MICHAEL L	10069073

EMPLOYEE MATTERS AGREEMENT

SCHEDULE 1.3(c)

TRANSFERRED SCG EMPLOYEES

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - AUSTRALIA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	Aus	BOENTORO SRIWATI	00280204

TRANSFERRED SCG EMPLOYEES - CANADA

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	TORONTO	CONWAY, HARRY	36934430
SCG	MONTREAL	GRECO, ORESTE	36110060
SCG	OTTAWA	MUTTER, JAMES	36103290
SCG	MONTREAL	PAPALIA, RALPH	36838320
SCG	TORONTO	RIZZI, ANGELA	36110250
SCG	TORONTO	SPADAFORA, ORNELLA	36111330
SCG	TORONTO	TSE, CINDY	36874600
SCG	TORONTO	HOBBS, THOMAS	36976420
SCG	TORONTO	LARMOUR, JON	36581230
SCG	TORONTO	SIMMONS, BIRCH	36111450
SCG	MONTREAL	COTE, CATHERINE	32003429

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - CHINA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	CHINA	SONG JIAN TONG	93000200
SCG	CHINA	ZHANG HAI FENG	94000460
SCG	CHINA	LIN MING	94000020
SCG	CHINA	FELIX LIAO	GZ139
SCG	CHINA	ZILLIAN YU	94000037

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - CZECH REPUBLIC

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	----	-----
SCG	CZECH REPUBLIC	ANDREI USHAKOV	30000559
SCG	CZECH REPUBLIC	IVANA BARTOVA	30000552
SCG	CZECH REPUBLIC	PAVEL POLASEK	30000550
SCG	CZECH REPUBLIC	RADKA HRUBANOVA	30000567
SCG	CZECH REPUBLIC	VLADIMIR KOCI	30000558
SCG	CZECH REPUBLIC	VLADIMIRA GASPAROVA	30000551
SCG	CZECH REPUBLIC	THIBAUT KASSIR	30000556
SCG	CZECH REPUBLIC	RADEK VACLAVIK	30000562
SCG	CZECH REPUBLIC	ANTONIN ROZSYPAL	30000541
SCG	CZECH REPUBLIC	DAVID GRUZA	30000532
SCG	CZECH REPUBLIC	EMANUEL MATYAS	30000548
SCG	CZECH REPUBLIC	FRANTISEK GABRLIK	30000536
SCG	CZECH REPUBLIC	FRANTISEK MIKULENKA	30000538
SCG	CZECH REPUBLIC	FRANTISEK SUKUP	30000542
SCG	CZECH REPUBLIC	GERARD BOLESLAWSKI	30000560
SCG	CZECH REPUBLIC	IRENA POLACKOVA	30000535
SCG	CZECH REPUBLIC	JAROMIR SKRICKA	30000549
SCG	CZECH REPUBLIC	JOSEF HALAMIK	30000540
SCG	CZECH REPUBLIC	LADISLAV MATYAS	30000545
SCG	CZECH REPUBLIC	LUDMILA ARPOVA	30000561
SCG	CZECH REPUBLIC	MARTIN KEJHAR	30000554
SCG	CZECH REPUBLIC	MICHAL POLACH	30000555
SCG	CZECH REPUBLIC	PETER KAKOS	30000525
SCG	CZECH REPUBLIC	PETER NENICKA	30000553
SCG	CZECH REPUBLIC	PETR KADANKA	30000546
SCG	CZECH REPUBLIC	RADOMIR LENHARD	30000521
SCG	CZECH REPUBLIC	ROMAN URBAN	30000539
SCG	CZECH REPUBLIC	ROSTISLAV VINKLER	30000543
SCG	CZECH REPUBLIC	STANISLAV BANAS	30000522
SCG	CZECH REPUBLIC	THIBAUT KASSIR	30000556
SCG	CZECH REPUBLIC	VACLAV LAPKA	30000534

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - FRANCE

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	FRANCE	AGNES LE CLERC	22309976
SCG	FRANCE	ALAIN ALAUZET	22304272
SCG	FRANCE	ALAIN BOUILLY	22305646
SCG	FRANCE	ALAIN CUNNAC	22303289
SCG	FRANCE	ALAIN DELPLANQUE	22304159
SCG	FRANCE	ANGEL ROGGERO	22303077
SCG	FRANCE	ARNAUD CHATEIGNON	22306328
SCG	FRANCE	BERNARD AZALBERT	22304634
SCG	FRANCE	BERNARD CLARYSSE	22305660
SCG	FRANCE	BERNARD ROUSSET	22012326
SCG	FRANCE	BRUNO BEYRON	22012343
SCG	FRANCE	CATHERINE CHANDIOUX	22011684
SCG	FRANCE	CATHERINE DAVID	22309450
SCG	FRANCE	CATHERINE GOYON	22308167
SCG	FRANCE	CELINE DELOYE	22012694
SCG	FRANCE	CHRISTEL MOREAU	22010715
SCG	FRANCE	CHRISTELLE DELAGE	22011346
SCG	FRANCE	CHRISTELLE PIZARD	22012468
SCG	FRANCE	CHRISTOPHE BASSO	22011821
SCG	FRANCE	CHRISTOPHER FULLER	22316187
SCG	FRANCE	DANIEL DEJEAN	22303863
SCG	FRANCE	DANIEL DUBREUIL	22302604
SCG	FRANCE	DANIEL FUSILS	22315766
SCG	FRANCE	DANIEL ZURAWSKI	22303819
SCG	FRANCE	DANIELLE MARCOUIRE	22300725
SCG	FRANCE	DIDIER BESOMBES	22305371
SCG	FRANCE	DOMINIQUE DUMORTIER	22303902
SCG	FRANCE	DOMINIQUE OMET	22011240
SCG	FRANCE	EAMONN AHEARNE	22010003
SCG	FRANCE	EDMOND GALLARD	22303608
TSG	FRANCE	ERICK PEREDO-PEREZ	22010728
SCG	FRANCE	EVGUENIY STEFANOV	22012498
SCG	FRANCE	FABIENNE JUND	22305636
SCG	FRANCE	FRANCK ROUX	22316417
SCG	FRANCE	FRANCOIS COMES	22302394
SCG	FRANCE	FRANCOIS LHERMITE	22304927
SCG	FRANCE	FRANCOIS MILLERET	22311515
SCG	FRANCE	GEERT DE VUYST	22010738
SCG	FRANCE	GERALDINE BERTRAND	22011644
SCG	FRANCE	GERARD LE FLOC'H	22303253
SCG	FRANCE	HENRI LENGUIN	22300295

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	FRANCE	HERVE MARCHIONINI	22010283
SCG	FRANCE	IVANA DERAM	22012139
SCG	FRANCE	J. JACQUES ROLLAND	22303407
SCG	FRANCE	JACQUELINE SOULA	22300028
SCG	FRANCE	JACQUES MEILHON	10071474
SCG	FRANCE	JACQUES NAVARRO	22303379
SCG	FRANCE	J-BAPTISTE MARTIN	22304507
SCG	FRANCE	JEAN BIELLE	22301376
SCG	FRANCE	JEAN-CLAUDE HAREL	22012496
SCG	FRANCE	JEAN-CLAUDE VACHER	22300899
SCG	FRANCE	JEAN-MARIE DOUTREWE	22309453
SCG	FRANCE	JEAN-PAUL TARIT	22301803
SCG	FRANCE	JIRI LANGER	30000523
SCG	FRANCE	JOEL TURCHI	22308811
SCG	FRANCE	JOHN ADERA	22012217
SCG	FRANCE	JOSEPH HAMID	22307574
SCG	FRANCE	KARINE WOJCIECHOWSKI	22012149
SCG	FRANCE	KOLSAKD YEM	22307766
SCG	FRANCE	LEADBETTER, DIANA E	10021297
SCG	FRANCE	LUCIE NECHANICKA	30000524
SCG	FRANCE	M. CLAUDE PLAIGNAUD	22303018
SCG	FRANCE	MARIE-CARMEN BRAVO	22306557
SCG	FRANCE	MARIE-THERESE CAPRON	22309808
SCG	FRANCE	MARLYNE MORALY	22316287
SCG	FRANCE	MAURICE SECOURGEON	22309583
SCG	FRANCE	MICHAEL BAIRANZADE	22301221
SCG	FRANCE	MICHEL BOURLATCHKA	22304388
SCG	FRANCE	MICHELLE FERRET	22301279
SCG	FRANCE	MONIQUE PRIGENT	22316126
SCG	FRANCE	MONIRAT UNG	22011575
SCG	FRANCE	NATHALIE DUNOUAU	22011957
SCG	FRANCE	NICOLE GRANGER	22303295
SCG	FRANCE	OLIVIER CHAMBRIER	22010712
SCG	FRANCE	OUDED DE HEAULME	22012172
SCG	FRANCE	PASCAL AIGOUY	22308933
SCG	FRANCE	PASCAL BERNARD	22309389
SCG	FRANCE	PASCAL OTERO	22306733
SCG	FRANCE	PATRICK GANDOL	22011629
SCG	FRANCE	PATRICK ROUSSET	22305653
SCG	FRANCE	PHILIPPE GOYHENETCHE	22312254
SCG	FRANCE	PHILIPPE MARTY	22301393
SCG	FRANCE	PHILIPPE SOUM	22309913
SCG	FRANCE	PIERRE MALET	22010450
SCG	FRANCE	PIERRE-AXEL BERLAND	30000531

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	FRANCE	PRISCILLE VIGAND	22012033
SCG	FRANCE	RAINER PERSCH	22309683
SCG	FRANCE	REGINE GANDNER	22316188
SCG	FRANCE	RICHARD SALLES	22304763
SCG	FRANCE	ROLAND CAUNES	22302503
SCG	FRANCE	SERGE LAVIE	22309143
SCG	FRANCE	SUNDSTROM, RAY D	10068115
SCG	FRANCE	TARANEH JUHEL	22010894
SCG	FRANCE	THIERRY LARTAUD	22012324
SCG	FRANCE	THIERRY VIARD	22010798
SCG	FRANCE	VALERIE MEYER	22010809
SCG	FRANCE	VINCENT MOURET	22316353
SCG	FRANCE	WILLEM VAN ECK	22309454
SCG	FRANCE	XUAN-QUANG NGUYEN	10110031
SCG	FRANCE	ALAIN GOLDSTEIN	22303409
SCG	FRANCE	ALINE MARTINEZ	22302579
SCG	FRANCE	ANNIE DAUDE	22306143
SCG	FRANCE	ARLETTE BUSQUE	22302026
SCG	FRANCE	ARNAUD BOURGOING	22012914
SCG	FRANCE	BERNADETTE BISIAUX	22300380
SCG	FRANCE	CATHERINE METCHE	22303316
SCG	FRANCE	CHRISTIAN BAUMES	22306085
SCG	FRANCE	CHRISTIANE GUIBERT	22314872
SCG	FRANCE	CLAUDE DUPUY	22306737
SCG	FRANCE	CLAUDE SERRES	22306058
SCG	FRANCE	FERIDA ARCON	22300185
SCG	FRANCE	FLORENT CHANTAL	22309622
SCG	FRANCE	FRANCK VOLTO	22306536
SCG	FRANCE	FRANCOISE CAILLET	22305672
SCG	FRANCE	GEORGETT ISKANDAROFF	22301085
SCG	FRANCE	GERARD BODIOT	22303186
SCG	FRANCE	GERARD RODRIGUEZ	22300282
SCG	FRANCE	GILBERTE PYANEE	22315415
SCG	FRANCE	HUGUETTE BISIAUX LARRO	22303770
SCG	FRANCE	INES CANTALOUBE	22300504
SCG	FRANCE	JEAN-LOUIS CABANIER	22301253
SCG	FRANCE	JEROME CHAPON	22307223
SCG	FRANCE	KOLSAKD YEM	22307766
SCG	FRANCE	LYDIE BAPTISTE	22304743
SCG	FRANCE	M.CHRISTINE DEURE	22306137
SCG	FRANCE	MARIE GAYE	22301152
SCG	FRANCE	MARTINE NAVARRO	22300140
SCG	FRANCE	MICHEL ARDIT	22300415
SCG	FRANCE	MIREILLE SOULIER	22305743

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	FRANCE	MONIQUE BARDINA	22303275
SCG	FRANCE	NATHALIE POIRIER-JANEZ	22012188
SCG	FRANCE	NICK SMITH	22012151
SCG	FRANCE	PASCALE GERAUD	22010746
SCG	FRANCE	PATRICK DELPERIE	22302183
SCG	FRANCE	REGINE SIONNEAU	22300383
SCG	FRANCE	VERONIQUE PONY	22307948
SCG	FRANCE	WILLEM VAN ECK	22309454
SCG	FRANCE	XUAN-QUANG NGUYEN	10110031

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - GERMANY

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	GERMANY	ANNE SEGUIN	23312665
SCG	GERMANY	ARNO WINKLER	23312584
SCG	GERMANY	ASTRID BECKER	23312398
SCG	GERMANY	CAMILLA WEBER	23312439
SCG	GERMANY	GEORG LANGHELD	23116255
SCG	GERMANY	GERHARD GRIMM	23311154
SCG	GERMANY	HANS WEILNHAMMER	23312215
SCG	GERMANY	HERIBERT CHUDALLA	23311202
SCG	GERMANY	INGRID LANGER	23312661
SCG	GERMANY	JOERG MEESE	30003919
SCG	GERMANY	KARLHEINZ NOLDE	23312198
SCG	GERMANY	RALF BERMOND	23312240
SCG	GERMANY	ROSCHANA FARHAD	23312637
SCG	GERMANY	SIEGBERT SAUER	23311104
SCG	GERMANY	SUSAN SAMHABER	23311523
SCG	GERMANY	TANJA HARTNETT	23312490
SCG	GERMANY	ULRIKE WANG	23311456
SCG	GERMANY	WOLFGANG STAMMEL	23311705

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - HONG KONG

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	HK	CHAN, YEE LEE AGNES	79201251
SCG	HK	CHENG, OI LUN	79029360
SCG	HK	NG, WAI KWAN STEPHEN	79000106
SCG	HK	CHAN, CHUN CHUNG ANDY	79068349
SCG	14K	CHAN, PING YIM	790008338
SCG	HK	CHAU, YING FAI EDWIN	79069345
SCG	HK	CHOW, YUK PING DAISY	79068101
SCG	HK	HO, YING CHEONG ALBERT	79028312
SCG	HK	LAW, WO PING	79068926
SCG	HK	LEE, CHUNG PAK	79028134
SCG	HK	LEUNG, CHI HUNG	79084450
SCG	HK	LEUNG, WAI MING	79047686
SCG	HK	MAK, TAI CHI	79066010
SCG	HK	WAN, HON PING	79078522
SCG	HK	CHAN, KWAI TIM JACKIE	79069108
SCG	HK	LAM, TSI FUNG	79065854
SCG	HK	LAU, BING KONG	79021750
SCG	HK	LEE, KAM CHEONG JACKSON	79068060
SCG	HK	LEUNG, KAI CHUNG	79068721
SCG	HK	SIN, YAU SING SAMUEL	79065021
SCG	HK	TSANG, WAI KEUNG	79022209
SCG	HK	WONG, YEE KONG DICKEY	79083364
SCG	HK	YU, OI KWAN IVY	79016721
SCG	HK	YU, YAT MING, SIMON	79067660
SCG	HK	CHOW, SAU FONG	79079740
SCG	HK	KO, WAI PUN STEPHEN	79049026
SCG	HK	LAM, FOO HING DENNIS	79067067
SCG	HK	PONG, TING HOK EDDIE	79061824
SCG	HK	PONG, YUET MING CANDY	79034479
SCG	HK	TAM, WAI MAN STANLEY	79029190
SCG	HK	CHAN, HA YEUNG	79066826
SCG	HK	CHENG, CHI MING	79022578
SCG	HK	CHOW, HON KEI	79029343
SCG	HK	FUNG, KWOK BIU	79022454
SCG	HK	HO, CHUNG WING	79048526
SCG	HK	HO, YUN KING	79013102
SCG	HK	KWOK, MEI YING	79049450
SCG	HK	LUI, YEE TAT	79036048
SCG	HK	MOK, SAI MING STEVE	79033227
SCG	HK	OMAR, JORA LUCY	79082953

GROUP	LOCATION	NAME	COMMERCE ID
SCG	HK	TAN, PATRICK	79008699
SCG	HK	TO, WING SHING	79022489
SCG	HK	TSE, WING KEUNG	79017485
SCG	HK	WONG, MAN KONG VINCENT	79082732
SCG	HK	YAN, MO CHING JOANN	79087041
SCG	HK	LAW, KIM LOONG	79082783
SCG	HK	MA, KAM PUI MICHAEL	79082392
SCG	HK	WONG, JACK Y	18005089
SCG	HK	CHAN, PAK KAM PEGGY	79033910
SCG	HK	CHAN, PUI YAN RUBY	79201944
SCG	HK	CHAN, TAT MAN BENNY	79020613
SCG	HK	CHEUNG, SAN TAT	79088943
SCG	HK	LAM, WAI KWAN PUPA	79028720
SCG	HK	LEE, WAI WAN VIVIAN	79082325
SCG	HK	LEUNG, LAI HAR	79002275
SCG	HK	CHAN, SIU HUNG	79067858
SCG	HK	WONG, ON PO	79203203
SCG	HK	CHAN, SANG	79023744
SCG	HK	CHAN, SUI CHUNG PAUL	79079472
SCG	HK	CHAN, WING NING CIMIY	79079324
SCG	HK	CHEUNG, GUY FUNG KAI	79060128
SCG	HK	CHU, KA LON	79063836
SCG	HK	FUNG, HIU SIU BERNARD	79089249
SCG	HK	IU, CHO NGAN TERRY	79021709
SCG	HK	LAI, CHAN YU NELSON	79087351
SCG	HK	LAW, KAM PING ERIC	79086240
SCG	HK	LING, HOK SUN LAWRENCE	79065804
SCG	HK	NG, SIU CHONG DANIEL	79037591
SCG	HK	SIU, MAN YUI	79202398
SCG	HK	TONG, SUK CHUN ANGELA	79079120
SCG	HK	WONG, KWONG YIN MICHEAL	79080411
SCG	HK	YU, ZHI SHENG	79201553
SCG	HK	CHAN, LAI PING LEETEE	79061418
SCG	HK	NGAN, KIT LING RUBY	79048127
SCG	HK	CHAN, HOR YAN KARINA	79077550
SCG	HK	LEE, SHUK CHING IRENE	79201154
SCG	HK	TSANG, CHI HING SARA	79048453
SCG	HK	TSE, MAN SHEUNG	79033987
SCG	HK	SUNG, CAROL	79203289
SCG	HK	CHAN, FUK HUNG JACKIE	79087530
SCG	HK	CHAN, HUNG KEE DESMON	79089338
SCG	HK	CHAN, PAK FUN MANSON	79083720

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	HK	HO, KAI HON	79022535
SCG	HK	HO, WAI CHI EDWARD	79203440
SCG	HK	LAI, KAI YU ANTHONY	79069051
SCG	HK	LAM, WAI MAN EDWARD	79082210
SCG	HK	LUNG, HANG SANG KENNY	79079634
SCG	HK	MAN, KAM FAI BONAP	79202649
SCG	HK	MAN, TZE KAU	79201200
SCG	HK	CHUI KIN MAN	79078999
SCG	HK	LIEW, CHUN MENG	79088145
SCG	HK	CHAN T Y DOUGLAS	79201227
SCG	HK	WONG, WING KAI KEN	79087734
SCG	HK	CHUI, KIT WA EVA	79078026
SCIS	HK	HO, KIN BONG JAY	79066044
SCG	HK	LAU, KAR MAN KATHLEEN	79084727
SCG	HK	WONG, SHU KING PETER	79033138
SCG	HK	LO, LAI YING	79078182
SCG	HK	YEUNG, CHI HO	79201863
SCG	HK	NG, YIN LING	79201820
SCG	HK	YEUNG, KEE CHEONG	79033391

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - INDIA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	India	LAKSHMINARAYAN V.S.	00400124
SCG	India	MURTHY SUNITHA S.	00400055

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - IRELAND

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	IRELAND	CATHERINE WILEY	24700801

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - ISRAEL

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	ISRAEL	SHMIL FROMAN	28307522
SCG	ISRAEL	SIMA GABAY	28307517
SCG	ISRAEL	RONEN TAIZI	28307525

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - ITALY

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	ITALY	ANDREA S DANGIO	26310304
SCG	ITALY	DANILO CURTI	26310149
SCG	ITALY	MARIO C ORLANDI	26310184
SCG	ITALY	MAURIZIO FERRARI	30005369
SCG	ITALY	RITA M CERUTI	26310054
SCG	ITALY	LUCIA SENAPE	26310060
SCG	ITALY	PATRIZIA DORATO	26310080

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - JAPAN

LOCATION -----	NAME -----	COMMERCE ID -----
AIZ	UKAWA, KAZUO	50851091
AIZ	SUZUKI, KOICHIRO	50851224
AIZ	SUDA, NORIKAZU	50851239
AIZ	MAKABE, YOICHI	50860398
AIZ	SATO, TAKAO	50860898
AIZ	OTAKE, NATSUO	50861173
AIZ	EIRAKU, KOEI	50870470
AIZ	SATO, AKIHIRO	50871413
AIZ	MAEDA, YASUNORI	50871517
AIZ	KOYAMA, IZUMI	50871671
AIZ	HAYASHI, NORIKO	50871686
AIZ	CHIKURA, FUSAKO	50871715
AIZ	TUNODA, YUJI	50872887
AIZ	HOJO, YOICHI	50872892
AIZ	WATANABE, HIROYUKI	50872901
AIZ	KOIKE, KOKI	50873211
AIZ	KURIMURA, SHOZO	50882414
AIZ	TANAKA, HIROYUKI	50882647
AIZ	NAMAE, KAZUTOSHI	50882687
AIZ	HARA, MANABU	50882721
AIZ	HIRAYAMA, KATSUTOSHI	50882741
AIZ	MATSUZAWA, KAZUMORI	50882761
AIZ	SUZUKI, YURIKO	50882870
AIZ	IIZUKA, YUKO	50882890
AIZ	SANPEI, HITOMI	50882974
AIZ	ANAZAWA, HIROYUKI	50896112
AIZ	KAWASHIMA, TETSUYA	50896261
AIZ	KIMURA, NORIHIRA	50896281
AIZ	IWASE, YUKIE	50896489
AIZ	SUZUKI, TAKESHI	50896652
AIZ	KANDA, TAKAHIRO	50906093
AIZ	ICHIJO, HIDEYUKI	50906157
AIZ	SATO, HIDENOBU	50906162
AIZ	HOSHI, HIDEKI	50906315
AIZ	HOJO, CHINORI	50906800
AIZ	ICHIJU, KAZUHIRO	50915167
AIZ	SAZE, KOJI	50915221
AIZ	HIRANO, TETSUJI	50915330
AIZ	TANAKA, ATSUSHI	50915370
AIZ	WATANABE, MASAFUMI	50915523
AIZ	TOMIYAMA, KATSUHIRO	50915538

LOCATION	NAME	COMMERCE ID
-----	-----	-----
AIZ	OZAWA, TAKAYUKI	50927864
AIZ	MATSUZAWA, TOSHIKI	50927929
AIZ	FUJISAWA, SHUICHI	50927953
AIZ	IGARASHI, CHIKAKO	50928127
AIZ	SATO, YUJI	50928224
AIZ	SATO, TOSHIHISA	50937151
AIZ	UTAGAWA, HIROAKI	50937380
AIZ	WATANABE, AYAKO	50947032
AIZ	OTAKE, MAMORU	50947211
AIZ	MEGURO, TOSHIAKI	50947326
AIZ	HIRANO, HIDEAKI	50957135
AIZ	WATANABE, TADANORI	50957160
AIZ	HIRATSUKA, MANABU	50957224
AIZ	OZAKI, KATSUYO	57220060
AIZ	EGAWA, YOSHINOBU	57310287
AIZ	OKAWARA, CHIEKO	57320032
AIZ	OGUMA, TOMIKO	57320047
AIZ	SATO, MITSUKO	57320116
AIZ	KIMURA, TOSHIKO	57320121
AIZ	KOBAYASHI, MASANOBU	57810108
AIZ	WATABE, MINAKO	58120215
AIZ	ENDO, MASAHIRO	58210170
AIZ	TOSHIMA, HITOSHI	58210645
AIZ	ANAZAWA, KAYOKO	58220683
AIZ	NAKAJIMA, TAKEKO	58220910
AIZ	AKAGI, TADASHI	58310320
AIZ	EGAWA, KOICHI	58310419
AIZ	OZEKI, FUJINORI	58310484
AIZ	KIKUCHI, YOSHICHIKA	58310568
AIZ	SATO, MORIO	58310697
AIZ	SUDA, TETSUHIRO	58310731
AIZ	MUTO, KAZUHIRO	58310815
AIZ	WATANABE, KAZUNORI	58310924
AIZ	KIKUCHI, YUKIKO	58321712
AIZ	HASUNUMA, HATSUE	58321856
AIZ	BANNAI, HIROKI	58410649
AIZ	WATANABE, YOSHIO	58411122
AIZ	KOMATSU, MITORI	58420716
AIZ	NAKAJIMA, FUJIKO	58420741
AIZ	SANPEI, KIMIKO	58420825
AIZ	OTAKE, KAZUE	58421006
AIZ	SATO, TOMO	50851566
AIZ	YAMAGUCHI, MICHIKO	50851759
AIZ	SAITO, OSAMU	50870381
AIZ	KANEDA, AKEMI	50882934

LOCATION	NAME	COMMERCE ID
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AIZ	HOSHI, YOSHIE	50906211
AIZ	HONDA, SADAYOSHI	50912004
AIZ	TANAKA, AKIRA	50915296
AIZ	KOSEKI, SHINICHI	50937037
AIZ	WATANABE, KAZUNORI	50937142
AIZ	YABUKI, SHOJI	50947296
AIZ	WATANABE, HIROSHI	50957216
AIZ	IGARASHI, MIKO	57320750
AIZ	NIHEI, TSUYAKO	57520036
AIZ	HODUMI, TUNETAKA	58010334
AIZ	WATANABE, SHINICHI	58311274
AIZ	UMINO, YOSHIMITSU	58410134
AIZ	MOMIYAMA, MIEKO	57320136
AIZ	OGURA, JUNICHI	58411231
AIZ	KOBAYASHI, KAZUHIRO	50851175
AIZ	IIZUKA, TOMOKATSU	50871324
AIZ	UENO, KIYOSHI	50871344
AIZ	SUZUKI, HIDEAKI	50882578
AIZ	TOSHIMA, KAZUHIRO	50882667
AIZ	IIZUKA, HIROSHI	50896132
AIZ	YAMAGATA, TAKASHI	50921033
AIZ	SHIMAKAGE, KAZUO	57310589
AIZ	WATANABE, CHIKARA	57910036
AIZ	HORIKANE, CHIE	58020327
AIZ	HENMI, SACHIKO	58220529
AIZ	IGARASHI, HIROSHI	58410550
AIZ	SANO, KAZUHIRO	58410629
AIZ	ENDO, IWAO	57310445
AIZ	KIMURA, TSUGUO	58010116
AIZ	WATANABE, RYOICHI	58310959
AIZ	HASEGAWA, KATSUYUKI	58311234
AIZ	OFUSA, KIYOICHI	50900184
AIZ	ISHIDA, KAZUO	58210125
AIZ	KOSHI, KENJI	50920401
AIZ	SEKI, NAOMI	50896563
AIZ	ANAZAWA, TORU	50906266
AIZ	YOSHIDA, MASAKO	57220015
AIZ	SAKAI, MIKIKO	57620013
AIZ	SAKAI, YUKIO	58110366
AIZ	ENDO, TOSHIMASA	50882305
AIZ	FURUKAWA, MUNERON	50896409
AIZ	TSUNODA, MICHIKO	50947148
AIZ	SHOJI, KATSUMI	58310706
AIZ	OKUGAWA, SHIGEYUKI	50870252
AIZ	SUZUKI, KOICHI	50882558

LOCATION	NAME	COMMERCE ID
-----	-----	-----
AIZ	NIHEI, NORIAKI	50906360
AIZ	YOSHIDA, TOSHIHIRO	58310895
AIZ	HANAMI, KAZUO	57310247
AIZ	TSUKAHARA, MATSUO	57410026
AIZ	MITSUHASHI, YUKI	50915043
AIZ	SHIRAI, MITSUHIRO	50882538
AIZ	NAKAMURA, AKINORI	50882672
AIZ	YOKOTA, ISAMU	50882805
AIZ	UMINO, HIROAKI	50900139
AIZ	KOBAYASHI, MASATO	50937371
AIZ	OGAWA, KOJI	58210185
AIZ	ENDO, KAZUYUKI	58310073
AIZ	KURIKI, MASAHIRO	58310573
AIZ	MINAKAWA, KAZUO	58310800
AIZ	SATO, MASASHI	58410169
AIZ	SATO, KAZUO	58410609
AIZ	YAMAGUCHI, MANABU	58411068
AIZ	KASE, HIROSHI	50790513
AIZ	HOSHI, KAZUTOSHI	58210709
AIZ	HOSOYA, YAEKO	57320498
AIZ	SHIOMI, KAZUHIRO	57410120
AIZ	HASEGAWA, KATSUNORI	58411677
AIZ	AKIYAMA, YOSHITSUGU	58411682
AIZ	OGURA, HITOSHI	50896454
AIZ	NAGAI, KAZUHIRO	50860269
AIZ	KOGA, AKINORI	50880087
AIZ	KOBAYASHI, HIROKO	50905203
AIZ	ISOGAI, KOJI	50915385
AIZ	IIZUKA, KAZUYA	50928178
AIZ	KOBAYASHI, KOICHI	57910338
AIZ	MANABE, TATSUYA	58210487
AIZ	SATO, TAKEHIRO	58311254
AIZ	ISHIBE, TOMOKO	58322344
AIZ	LINO, KOJI	50882216
AIZ	IGARASHI, MITSUAKI	50882256
AIZ	SAHARA, DAISUKE	50882494
AIZ	NISHIMAKI, MITSUYASU	50882692
AIZ	TAKAKU, AKIHIRO	50882850
AIZ	MUROI, TAKAHIRO	50896429
AIZ	KATO, MIE	50896538
AIZ	FURUKAWA, YOSHINORI	50906335
AIZ	NAKAJIMA, KAZUYA	50906706
AIZ	SHIRAI, HIROKI	50906895
AIZ	NEMOTO, TATSUYA	50906904
AIZ	KOIKE, JUN	50912059

LOCATION	NAME	COMMERCE ID
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AIZ	SEKIGUCHI, SEIICHIRO	50915241
AIZ	HASEGAWA, MAKOTO	50915474
AIZ	ISHIDA, KENICHI	50915543
AIZ	SUGAYA, ATSUSHI	50937011
AIZ	SUZUKI, KOZUE	50937088
AIZ	SHIOBARA, SATOSHI	50937231
AIZ	TAKAHASHI, YASUSHI	50937282
AIZ	YAMAGUCHI, TADASHIGE	50937304
AIZ	SATO, NORIKO	50947083
AIZ	ITABASHI, SHIZUKA	50957178
AIZ	OTAKE, YOSHIAKI	50957186
AIZ	AIDA, NORIKO	50982563
AIZ	BABA, HARUHIKO	58210467
AIZ	HATANNO, TOMOKO	58220881
AIZ	NIHEI, TORU	58312282
AIZ	SUZUKI, MIE	50850018
AIZ	KOMATSU, JUNCHIRO	50851180
AIZ	SAITO, KAZUHIKO	50851195
AIZ	URYU, AKEMI	50851417
AIZ	SANPEI, MICHIO	50851600
AIZ	IWAI, JUN	50860249
AIZ	FUNAKI, YUJI	50860383
AIZ	FUKUCHI, HITOSHI	50860912
AIZ	HASEGAWA, YOSHIKAZU	50860987
AIZ	SATO, NAOMI	50861148
AIZ	OZAKI, MICHIO	50861311
AIZ	HIRANO, KINICHI	50861331
AIZ	ENDO, TAKEYUKI	50870301
AIZ	ENDO, SHUJI	50871364
AIZ	SUZUKI, HIDEETSUGU	50871428
AIZ	HONDA, HIDEAKI	50871502
AIZ	ISEKI, KANJI	50872367
AIZ	KOSHIBA, KENICHI	50872545
AIZ	KAWAGUCHI, YOSHIHIRO	50872585
AIZ	KATO, KIYOSHI	50872743
AIZ	TSUMURA, AKIRA	50872763
AIZ	IZUMI, HIROSHI	50872778
AIZ	NAMAI, YOSHIYASU	50872996
AIZ	KANEDA, TAMOTSU	50873117
AIZ	NAKAJO, HIROAKI	50873251
AIZ	UKAWA, HIRONOBU	50873335
AIZ	IGARASHI, KAZUMASA	50882236
AIZ	OTA, MASAKATSU	50882310
AIZ	OTOMO, HIDEKI	50882345

LOCATION	NAME	COMMERCE ID
-----	-----	-----
AIZ	KITAMI, SHUICHI	50882409
AIZ	SATO, MASAACKI	50882469
AIZ	SATO, YOSHINOBU	50882474
AIZ	JOGO, TSUGUNORI	50882523
AIZ	SUZUKI, SADAHIRO	50882563
AIZ	SEINO, YOSHIICHI	50882598
AIZ	TAKAHASHI, MASAACKI	50882627
AIZ	TABE, TAKAO	50882652
AIZ	HANAIZUMI, SHUJI	50882701
AIZ	HAYASHI, TORU	50882716
AIZ	MEGURO, YUICHI	50882781
AIZ	YUMITA, KINICHI	50882796
AIZ	WATANABE, TATSUO	50882825
AIZ	KARAHASHI, KUNIO	50882845
AIZ	UENO, MIWAKO	50883026
AIZ	MATSUMOTO, TAKESHI	50884658
AIZ	ABE, AKIHIRO	50896127
AIZ	OHORI, NAOYA	50896221
AIZ	OGURA, JUNICHI	50896236
AIZ	KAJIUCHI, TAKASHI	50896256
AIZ	KUMAGAI, AKIRA	50896296
AIZ	KOBAYASHI, TAKAHIRO	50896310
AIZ	SAITO, KAZUHIRO	50896330
AIZ	SUZUKI, HIDENORI	50896365
AIZ	FUNAKI, HIROYA	50896390
AIZ	YONEMICHI, NOBORU	50897888
AIZ	NIHEI, ARATA	50905010
AIZ	WATANABE, KAORU	50905045
AIZ	OZAKI, MINORU	50905050
AIZ	IGARI, KEIJI	50905109
AIZ	NAKAJIMA, TATSUO	50905134
AIZ	KASAI, KAZUHIRO	50905218
AIZ	SUZUKI, MANABU	50906053
AIZ	ENDO, HISANOBU	50906068
AIZ	GOTO, KOI	50906073
AIZ	SUZUKI, KATSUHIRO	50906088
AIZ	HASEGAWA, SATOSHI	50906102
AIZ	KAZAMA, MANABU	50906122
AIZ	KIDO, KOJI	50906177
AIZ	KATO, HIROAKI	50906182
AIZ	NIHEI, CHIYOMI	50906246
AIZ	YAMADA, SAORI	50906251
AIZ	TAKAHASHI, TETSUYA	50906300
AIZ	ENDO, YUICHI	50906355
AIZ	WATANABE, KENICHI	50906395

LOCATION	NAME	COMMERCE ID
-----	-----	-----
AIZ	NAGAYAMA, SAORI	50906424
AIZ	TAKAHASHI, KOJI	50906726
AIZ	YAMAZAKI, SAKAE	50906815
AIZ	OZAWA, CHE	50906835
AIZ	HIGUCHI, TERUAKI	50906840
AIZ	MUROI, TAKAFUMI	50906855
AIZ	SATO, MASAHIKO	50906939
AIZ	HASEGAWA, FUMITAKA	50910697
AIZ	HIRANO, FUMIHIRO	50912024
AIZ	ANAZAWA, YASUNORI	50912044
AIZ	YAMADA, TETSUMASA	50915058
AIZ	IWABUCHI, ATSUO	50915172
AIZ	IGARASHI, KATSUNORI	50915192
AIZ	MORI, HITOSHI	50915276
AIZ	ONJO, MASAYOSHI	50915305
AIZ	MATSUKI, KATSUYUKI	50915325
AIZ	USUI, SANAE	50915434
AIZ	SATO, YUKARI	50915449
AIZ	KATO, SAORI	50915454
AIZ	KOBAYASHI, MASAOKI	50927872
AIZ	KODAIRA, SUSUMU	50927881
AIZ	TACHIKAWA, TORU	50927899
AIZ	KOBAYASHI, WATARU	50927902
AIZ	OGURA, SHINOBU	50927945
AIZ	KOBAYASHI, FUMIKO	50927961
AIZ	ENDO, ETSUKO	50927988
AIZ	YAMAGUCHI, KAZUYA	50928020
AIZ	ANAZAWA, TAKEMI	50928143
AIZ	TSURUYUMI, KATSUMI	50937045
AIZ	OZAKI, SACHIE	50937096
AIZ	SAITO, MIKA	50937100
AIZ	ISHIKAWA, KAZUNORI	50937134
AIZ	KATO, YUJI	50937177
AIZ	SAGAWA, MASAHITO	50937193
AIZ	SHINMYO, MIKIO	50937223
AIZ	HIRAYAMA, AKIRA	50937240
AIZ	IGARASHI, NAO	50947041
AIZ	INOMATA, NAOMI	50947059
AIZ	MACHIDA, TERUMI	50947075
AIZ	WATANABE, MICHIHIRO	50947105
AIZ	OTAKE, SHINTARO	50947113
AIZ	ANAZAWA, KAZUNORI	50947130
AIZ	KAZAMA, IKUYO	50947172
AIZ	ITO, YUSUKE	50947199
AIZ	MINAKAWA, SHUJI	50947229

LOCATION -----	NAME -----	COMMERCE ID -----
AIZ	NAKADA, KUNIHICO	50947245
AIZ	SUZUKI, SHINICHI	50947253
AIZ	ABE, HITOSHI	50947261
AIZ	HATANO, GAKU	50947288
AIZ	IWAHASHI, HITOSHI	50947300
AIZ	TACHIKAWA, MASAMI	50947334
AIZ	ONO, JUN	50947342
AIZ	TABE, KYOICHI	50947377
AIZ	OGASAWARA, MASAKI	50947474
AIZ	SUYAMA, KAZUYA	50947482
AIZ	UENO, MASATO	50947521
AIZ	HANZAWA, NORIYUKI	50947539
AIZ	ENDO, HIROSHI	50947547
AIZ	WAKE, TOSHIKAZU	50947555
AIZ	ENDO, TATSUYA	50947598
AIZ	SATO, KENJI	50947601
AIZ	MUROI, YUICHI	50947628
AIZ	KOBAYASHI, TOMO	50947636
AIZ	KAINUMA, KUNIYOSHI	50947644
AIZ	KATO, KAZUMI	50947652
AIZ	YAMAUCHI, SHOICHI	50947687
AIZ	ISHII, TOSHIKATSU	50957038
AIZ	SUZUKI, YUJI	50957046
AIZ	SAITO, KAZUHIRO	50957062
AIZ	FURUMI, TADAHIRO	50957119
AIZ	KATO, HIDEAKI	50957127
AIZ	FUKUSHIMA, HIROSHI	50957232
AIZ	SUZUKI, MASAKAZU	50957241
AIZ	KAWARADA, KEISUKE	50957259
AIZ	SANO, HIROKI	50957283
AIZ	SUZUKI, SHUICHI	50957330
AIZ	YAMADA, SEIICHIRO	50957364
AIZ	KAZAMA, KENJI	50957372
AIZ	MUROI, TADASHI	50957381
AIZ	YUSAWA, KOICHIRO	50957399
AIZ	ORIKASA, KATSUSI	50957461
AIZ	HAGA, HIROSHI	50957470
AIZ	ENDO, HITOSHI	50967017
AIZ	KARINA, YOSHIAKI	50967033
AIZ	TAJIMA, SATORU	50967050
AIZ	ICHIJU, MASAHIKO	57310425
AIZ	HASUNUMA, SHIGEKO	57420064
AIZ	YUASA, KYOKO	57820131
AIZ	KOBAYASHI, TOSHIICHI	57910076
AIZ	YUKI, TORU	57910110

LOCATION	NAME	COMMERCE ID
-----	-----	-----
AIZ	OTAKE, YOSHITOMO	57910170
AIZ	SUZUKI, KATSUHIKO	57910323
AIZ	SATO, YUKIO	57910343
AIZ	SAITO, MASATAKA	57910378
AIZ	ANDO, NAOTO	58010087
AIZ	IIZUKA, NOBUYUKI	58010092
AIZ	MONOE, YUKIHIRO	58010121
AIZ	HOSHI, AKIO	58010136
AIZ	TOMIYAMA, TOSHIICHI	58010141
AIZ	SATO, KOJI	58010161
AIZ	YAMAGUCHI, KOJI	58010176
AIZ	NIKKUNI, MASAHIRO	58010205
AIZ	ONO, SHIGEKAZU	58010210
AIZ	OTAKE, KOICHI	58010225
AIZ	WATANABE, KEN	58010245
AIZ	KANEDA, MASA AKI	58010354
AIZ	NIHEI, MASAMI	58110113
AIZ	WATANABE, KIYOJI	58110133
AIZ	OZEKI, AKIHIKO	58110168
AIZ	SHIBUYA, KOICHI	58110173
AIZ	NAMAE, KAZUHIRO	58110188
AIZ	KOBAYASHI, YOSHIICHI	58110326
AIZ	UENO, MUTSUKO	58120220
AIZ	SAITO, SATOSHI	58210249
AIZ	SHIRAI, SATOSHI	58210269
AIZ	SUZUKI, TAKASHI	58210294
AIZ	SEKI, YOSHIKI	58210303
AIZ	TAGUCHI, KOZO	58210338
AIZ	TSUDA, EIJI	58210378
AIZ	HAGA, KAZUYOSHI	58210427
AIZ	HASEGAWA, FUMIHIRO	58210447
AIZ	HANEDA, MASAO	58210452
AIZ	MIURA, KOICHI	58210630
AIZ	TANAKA, YOSHIO	58210749
AIZ	SATO, TOMOTSUGU	58210789
AIZ	KURITA, KOZO	58210794
AIZ	TABE, YASUO	58210898
AIZ	UENO, TOYOKO	58220549
AIZ	ASAZUMA, RYUICHI	58310335
AIZ	ENDO, YUICHI	58310464
AIZ	OTAKE, MASAYUKI	58310513
AIZ	SATO, MASAHIRO	58310682
AIZ	TAKEDA, NORIYUKI	58311021
AIZ	NAGAMINE, KENICHI	58312059
AIZ	OHARA, TADAYOSHI	58312366

LOCATION	NAME	COMMERCE ID
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AIZ	SEINO, KAORU	58321683
AIZ	SUZUKI, KEIKO	58322384
AIZ	KURIMURA, HARUO	58410798
AIZ	SHIMIZU, KOJI	58410832
AIZ	FUKUSHIMA, YOSHITAKA	58410961
AIZ	MAFUNE, NAOHIKO	58411028
AIZ	SUZUKI, YOSHIKATSU	58411177
AIZ	YOSHIDA, MAMORU	58411424
AIZ	KIKUCHI, RYOICHI	58411548
AIZ	OHORI, TETSUO	58411706
AIZ	YAMANAKA, FUKUTARO	58411771
AIZ	ITO, KAZUHIRO	58411791
AIZ	ITO, KAZUYA	58411895
AIZ	OZAWA, HIDEO	58411939
AIZ	ANDO, NAKO	58420667
AIZ	TAKIZAWA, TERUKO	58420701
AIZ	WATANABE, MAYUMI	58421437
AIZ	SATO, YUMIKO	58421982
AIZ	SATO, MASATOSHI	50901825
AIZ	EBANA, SHUICHI	57110010
AIZ	MORIKAWA, TAICHI	57910209
AIZ	KATO, HIROSHI	58110128
AIZ	ITO, SHUNYA	58210576
AIZ	NARITA, KENJI	58411484
AIZ	IGARASHI, SEISA	58411880
AIZ	KAZAMA, GEN	58412061
AIZ	HIEDA, YASUHIKO	50890936
AIZ	SOMEKAWA, KENJI	56710013
AIZ	MITSUHASHI, SEIKO	58020065
AIZ	FUKUCHI, SHIGEKI	53210690
AIZ	KOYAMA, YUMI	58321034
AIZ	ISHIKAWA, NOBUHISA	58412081
AIZ	BABA, CHIEKO	50851348
AIZ	OHITO, RYOJI	50871899
AIZ	SASAKI, MIHO	50970387
AIZ	ISHIGURO, TAKESHI	50870712
AIZ	MORITA, KOZO	50871804
AIZ	SATO, YUICHI	50883313
AIZ	SAITO, TETSUYA	50906008
AIZ	TSUTSUI, YUMIKO	58220801
AIZ	KOBAYASHI, TAKAHIRO	58410238
AIZ	SHINMYO, EIICHI	58411573
AIZ	KISHI, MASAHIKO	50871928
AIZ	OCHIAI, NOBUYUKI	50873028
AIZ	UENO, KENJI	50896736

LOCATION	NAME	COMMERCE ID
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AIZ	YUKI, HISAO	57310643
AIZ	HARA, NORIO	58310835
AIZ	SHIMIZU, MASAKAZU	50851219
AIZ	KIKUCHI, KAZUHIKO	50896276
AIZ	TANAKA, MASAHIRO	50947351
AIZ	KOBAYASHI, SHIGERU	50947431
AIZ	ICHINOSE, HIROSHI	50957445
AIZ	AZUMA, YOICHI	50960039
AIZ	FUJIMOTO, HIROKAZU	50960454
AIZ	KIYOKAWA, YUKIO	50973025
AIZ	SAKAI, YASUTOMO	57910096
AIZ	YOKOYAMA, YOSHIHISA	58310751
AIZ	IGARASHI, AKIRA	58410545
AIZ	SAITO, SAKUHIDE	57410160
AIZ	INOMATA, YOSHIKAZU	57410175
AIZ	OMI, RYUJI	50960098
AIZ	FUNAKOSHI, TOMOHIRO	50967068
AIZ	TSUKAHARA, YOSHIKAZU	50871488
AIZ	BANNAI, MITSURU	50927937
AIZ	TAKAHATA, KAZUHIRO	50947202
AIZ	WAKABAYASHI, TOSHIYUKI	50957151
AIZ	SHOJI, TOSHIMITSU	58110079
AIZ	AKAGI, TOMIICHI	58210556
AIZ	UCHIMI, SHUNICHI	50930083
AIZ	EGAWA, EIKI	58210150
AIZ	TSUYUMOTO, AKIRA	50930571
AIZ	NAKAJIMA, SHINICHI	58210412
AIZ	KUWASHIMA, KAZUTOYO	50952907
AIZ	KIKUCHI, NARITOMO	58410565
AIZ	UESUGI, NORIYA	57810099
AIZ	EBANA, YASUMASA	57410140
AIZ	KAMEI, CHIYUKI	50841271
AIZ	OOKA, TAKAYUKI	50883115
AIZ	OYAGI, FUMIAKI	50851135
AIZ	SUGAWARA, RYO	50881446
AIZ	INOUE, TAKESHI	50882276
AIZ	SAGARA, MASASHI	50882454
AIZ	SUZUKI, MASATO	50882583
AIZ	TAKAHASHI, SHOJI	50882612
AIZ	TAKAHARA, HIROAKI	50882632
AIZ	KAZAMA, RYOICHI	50882865
AIZ	UENO, JUNJI	50896152
AIZ	OKADA, TAKESHI	50960128

LOCATION	NAME	COMMERCE ID
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AIZ	SUZUKI, KAZUHIRO	50980081
AIZ	ISHIKAWA, TADAYUKI	57310069
AIZ	SUZUKI, HARUO	57410180
AIZ	SATO, MAKOTO	58210987
AIZ	SATO, KOICHI	58310637
AIZ	TATSUNO, HIROYUKI	58310766
AIZ	NAKATA, SHIGEMASA	58311249
AIZ	KAWAGUCHI, MAKOTO	58312099
AIZ	MUTO, YUJI	58410189
AIZ	SAKATA, NORIO	58410590
AIZ	SUTO, SHOICHIRO	58410634
AIZ	KAKUTA, YASUHITO	57910041
AIZ	HANAZUMI, KIYOSHI	58010250
AIZ	KOBAYASHI, TOSHIYUKI	58110044
AIZ	ANAZAWA, FUMIHIRO	58210041
AIZ	AKUTAGAWA, OSAMU	58410496
AIZ	FURUKAWA, MICHIIKO	58210081
AIZ	SHOJI, MAYUMI	58420989
AIZ	SUENAGA, AKEMI	50871186
AIZ	SATO, YUKO	50967122
AIZ	NAKAMURA, YOSHINARI	50947491
AIZ	WATANABE, MITSUAKI	57310094
AIZ	YOSHIDA, MIKIKO	50896672
AIZ	OBA, HISATOSHI	57310089
AIZ	WATANABE, KAZUYOSHI	57910185
AIZ	HANAZUMI, RYUICHI	50915409
AIZ	MUTO, HARUKICHI	58210492
AIZ	ONAMI, SHINICHI	50851140
AIZ	UENO, HIROYUKI	50880265
AIZ	KOBAYASHI, YASUSHI	50915216
AIZ	SATO, KOJI	50915236
AIZ	ORIKASA, TOSHIHIRO	50915281
AIZ	HAGANUMA, MOTONARI	50937185
AIZ	YAMAMOTO, TAKEHITO	50947369
AIZ	UENO, SHIGETOSHI	50947407
AIZ	SATO, KIYONORI	50957194
AIZ	MINEGISHI, YUTAKA	50957267
AIZ	AIZAWA, HIROYUKI	50960004
AIZ	OMI, NAOHIRO	50960136
AIZ	KATAOKA, NAOTO	58010072
AIZ	OTAKE, YOSHIJI	58110262
AIZ	WATANABE, TERUO	58210536
AIZ	SAITO, IWAO	58310602
AIZ	WAKANA, SHIMIO	58310904
AIZ	KAZAMA, YUJI	58310944

LOCATION	NAME	COMMERCE ID
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AIZ	OTA, KAZUMI	50915494
AIZ	HIDAKA, YUKIHIRO	50937207
AIZ	OGUMA, MAGOJI	57910061
AIZ	TAKADA, HIDEHARU	57910165
AIZ	TABE, YOICHI	58110193
AIZ	ENDO, KOICHI	58311294
AIZ	KITAJIMA, TSUTOMU	50950114
AIZ	TONOKAWA, TAKASHI	50950211
AIZ	EDO, TORU	50960080
AIZ	IGARASHI, SHUJI	50850256
AIZ	CHIBA, HIROSHI	50887226
AIZ	KATO, HIROYUKI	50906820
AIZ	ONO, JINICHI	50910271
AIZ	SHIBATA, TAKESHI	50928038
AIZ	WATANABE, SHINICHI	50947016
AIZ	ENDO, KAZUYUKI	50957054
AIZ	TOJO, HISATO	58010230
AIZ	KATO, TAKASHI	58210209
AIZ	SATO, SHINJI	58310726
AIZ	TANAGI, YUJI	58310771
AIZ	YAMAUCHI, KENICHI	58411053
AIZ	KOKUBUN, KOICHIRO	58411979
AIZ	TAMAGAWA, YUICHI	58312019
AIZ	SATO, KEN	50915598
AIZ	SAKAI, YOSHIAKI	57310227
AIZ	WATANABE, YOICHI	57410195
AIZ	KOSEKI, RYUICHI	58210234
AIZ	ENDO, KOJI	58210596
AIZ	ENOSAWA, YOSHIO	56710028
AIZ	SATO, KIYOSHI	57310103
AIZ	YAMAGUCHI, SAKAE	58010196
AIZ	MATSUMOTO, HIROMITSU	58312084
AIZ	YAMAZAKI, KATSUYA	58410476
AIZ	ITO, TOSHIRO	58411924
AIZ	SAITO, KIYOTAKA	50882449
AIZ	SAITO, TAKASHI	515410585
AIZ	SUZUKI, HIROYUKI	50871448
AIZ	IGARASHI, TAKAHIRO	58010101
AIZ	NAGAI, ATSUSHI	50871493
AIZ	TAMURA, YUTAKA	50871473
AIZ	KUROKI, YUJI	50896083
AIZ	YUDA, KAZUYUKI	50911492
AIZ	WAKAMATSU, YOSHIAKI	50911521
AIZ	SAKAI, MUTSUO	50820143

LOCATION	NAME	COMMERCE ID
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AIZ	NAKAZAWA, MASARU	50810274
AIZ	OTAKE, NOBUYUKI	50810492
AIZ	SAITO, TOSHIKATSU	50871408
AIZ	SANKO, HIROKO	50872916
AIZ	KAWASHIMA, ISAMU	50883373
AIZ	UMEMIYA, MEGUMI	50896701
AIZ	SAITO, FUMIKA	50950131
AIZ	OTAKE, JUNICHI	57910150
AIZ	SAKAI, SUEKO	57920272
AIZ	KANAYA, MASANORI	58310122
AIZ	SAHARA, HIRONOBU	58312079
AIZ	MITSUBOSHI, TAKAO	58410030
AIZ	YAMADA, YOSHIHIKO	58410203
AIZ	ITO, JUNJI	50850296
AIZ	USAMI, TETSUYA	50896172
AIZ	HOSHINA, YOICHI	50900817
AIZ	NAKAJIMA, HIDENORI	50905194
AIZ	TANAKA, MASAMI	50920657
AIZ	YAMAMOTO, TAKU	50921084
AIZ	KANAMORI, YUKIKO	50930237
AIZ	MATSUMOTO, KATSUYA	50937312
AIZ	YOSHIDA, KAZUYO	50940224
AIZ	UEDA, HIROKAZU	50960055
AIZ	KAMI, YASUHIKO	50960161
AIZ	KAWAGUCHI, TAKASHI	50960179
AIZ	KOMATSU, DAISHI	50960225
AIZ	FUKURA, TADAO	50967114
AIZ	MITSUZUKA, AKIRA	50970298
AIZ	UDA, KAZUO	57310336
AIZ	HOSOGOSHI, SUMIO	57510018
AIZ	NAGAHAMA, KAZUHIRO	57910130
AIZ	INOGAI, KOJI	58010418
AIZ	HASUNUMA, KAZUKO	58321143
AIZ	KUROTAKI, MAKOTO	50870816
AIZ	UCHIUMI, KOICHI	50871359
AIZ	TAKAKURA, KAZUYUKI	50871468
AIZ	YASHIMA, MITSURU	50871522
AIZ	IGARASHI, TOSHIITSU	50881020
AIZ	SAKURABA, TORNOAKI	50881466
AIZ	OZEKI, HAJIME	50980030
AIZ	KOBAYASHI, TOSHIYUKI	57910234
AIZ	SANKO, KAZUHIKO	58310177
AIZ	SATO, TAKAYUKI	58410614
AIZ	SUZUKI, MASARU	50930466
AIZ	WATANABE, EISHI	50850914

LOCATION	NAME	COMMERCE ID
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AIZ	SATO, KOICHIRO	50940089
AIZ	MORIYA, MASANORI	50861415
AIZ	IZUMI, JIRO	50790137
AIZ	KIYOOKA, SHUNJI	50891251
AIZ	KATO, YOICHI	58310117
AIZ	SUZUKI, MASATAKA	58310206
AIZ	ENDO, MASASHI	50850330
AIZ	WATANABE, YOSHITAKA	50850949
AIZ	TAKAHASHI, HITOSHI	50851259
AIZ	NAGASHIMA, HIROKO	50883046
AIZ	HANAMI, TOSHIKAZU	58010156
AIZ	MUTO, NAKO	50883066
AIZ	ITO, TAKAFUMI	50891093
AIZ	ONO, MASANOBU	50891177
AIZ	OGIWARA, TADASHI	50930156
AIZ	YAEGASHI, AKIRA	50930873
AIZ	MUTO, MINORU	50963844
AIZ	TAMAGAWA, YOICHI	58410243
AIZ	YAMAUCHI, KOICHI	58411479
AIZ	ITO, KUMIKO	50851388
AIZ	HONNA, MASARU	56910037
AIZ	SUZUKI, KOKO	50884341
AIZ	SHINDO, TAKESHI	57410051
AIZ	ISHII, KAZUARI	50990388
AIZ	MURAKAMI, SHINTARO	50990361
AIZ	OSHIMO, ATSUMU	50990370
AIZ	OTAKE, SATOSHI	50861544
AIZ	SATO, KIYOKO	58220732
AIZ	KOSEKI, YOSHIICHI	50905169
AIZ	YOKOISHI, YUMI	50913507
AIZ	FUKUMOTO, HIDETARO	50961191
AIZ	WAKUTA, AKIHIKO	50971090
AIZ	TANAKA, TEIKO	57420079
AIZ	NAKAJIMA, JUNICHI	50872005
AIZ	SEINO, SATOSHI	50880889
AIZ	ONO, SHINGO	50887315
AIZ	SHIBATA, SHIGENORI	50903252
AIZ	SAITO, KAORU	50980056
AIZ	LIU, HAI-BIN	50983331
AIZ	IGARASHI, SATOSHI	58411964
AIZ	SUZUKI, MAKOTO	50910791
AIZ	SATO, TAKAKO	50906459
AIZ	NIHEI, YASUHARU	58410436
THI	IGARASHI, HIROO	57310301
THI	HAGA, HIDETOSHI	58010285

LOCATION	NAME	COMMERCE ID
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THI	IGARASHI, SATORU	58210561
THI	SAITO, YOSHINORI	58310964
AIZ	KANEDA, SEIICHI	50861539
AIZ	KOBAYASHI, KOJI	50872530
AIZ	MINAKAWA, MAYUMI	58421828
AIZ	MITSUHASHI, UTAO	50900906
HDQ	NAKAGAWA, AKIHIKO	50890585
AIZ	NISHIDA, ATSUSHI	50980111
AIZ	SAITO, YOICHI	58310157
AIZ	SUZUKI, JUNICHI	50881451
GOT	TACHIKAWA, MASAYUKI	50897031
AIZ	TAKASAKI, KOKI	50906375
AIZ	WAKANA, MASAYUKI	50851308
AIZ	YOKOYAMA, NOBORU	58312044
GOT	ARAI, YUKIKO	50810323
GOT	ISHII, MAYUMI	50820287
GOT	YAMADA, KUNIKO	50840129
GOT	FUKUMOTO, TOSHIKO	50913889
GOT	UMEMURA, MIKI	50921912
GOT	HASHITANI, YUKIE	50962309
GOT	ANRYO, RIKA	50963518
GOT	KOMURO, TOMOMI	50963704
GOT	SHIMAHARA, AKIRA	50870896
GOT	WATANABE, KYOKO	50883224
GOT	KUROKI, YOSHIFUMI	50861524
GOT	YANAGIHARA, OSAMU	50921025
GOT	UESUGI, TAKASHI	50910182
GOT	FURUTA, SAHOKO	509606462
GOT	TSUCHIYA, HIROAKI	50880834
GOT	MIYATA, KOJI	50881748
GOT	KODAKA, MASASHI	50900406
GOT	WANG, EMI	50913874
GOT	NISHIYAMA, MASAYUKI	50930644
GOT	LEE, CHAW-CHUNG	1700184
GOT	SATO, TEIJI	50790464
GOT	TANAKA, DAISAKU	50957496
GOT	MCKEAN, MIKE	10054824
GOT	KIN, YOSHIAKI	50840783
GOT	MIURA, NOBUHIRO	50885111
HDQ	HASEGAWA, YUKI	50983152
HDQ	SHIONO, FUMIKO	50910682
OSK	OKAMOTO, HIROKO	50963585
SDR	ITO, KAZUO	50883531
SDR	SUGIURA, KENJI	50930440
SDR	NAKAYAMA, FUMITAKA	50970212

LOCATION -----	NAME -----	COMMERCE ID -----
SDR	MAEDA, NAKO	50940071
SDR	MIYASHITA, HITOSHI	50810541
SDR	MACHII, KEN	50870549
SDR	TAIJI, MASUKI	50893628
SDR	ZENBA, AKIHIRO	50930482

MOTOROLA INC.
TRANSFERRED SCG EMPLOYEES - KOREA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	KOREA	CHANG J W JULIE	01470511
SCG	KOREA	CHEON SHELLY	01470227
SCG	KOREA	CHUNG JY JUDY	01470160
SCG	KOREA	KYEONG KR SONG	01470183
SCG	KOREA	Shim, Sung-Bo	01470458
SCG	KOREA	Lee, Young-Woo	01470551
SCG	KOREA	Chang Julie	01470511
SCG	KOREA	Sohn Jang Woo	01421221

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - MALAYSIA

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MESB	ZAHARAH ABD MALIK	83002125
SCG	MESB	MADZNAH MOHAMMAD	83003950
SCG	MESB	ALIMAH @ SHARIFAH SULAIMAN	83004346
SCG	MESB	PAZIDAH AHMAD	83005188
SCG	MESB	UMATHEVY	83005418
SCG	MESB	RUSNAH BT MAAROM	83005975
SCG	MESB	NORAYATI BT YUSSOF	83006097
SCG	MESB	SARINA BTE ABU BAKAR	83006787
SCG	MESB	HASHIMAH BINTI ABDUL HAMID	83007060
SCG	MESB	HARDIP KAUR A/P HARJIT SINGH	83007123
SCG	MESB	LUM YECK CHAN	83007204
SCG	MESB	RASHIMAH BTE ABDUL KARIM	83007271
SCG	MESB	ROSMILAWATI BINTI JUIN	83007469
SCG	MESB	FAUZIAH BT KHAMIS	83007537
SCG	MESB	SURAYA BINTI IBRAHIM	83007897
SCG	MESB	K KARAITHANI D/O KRISHNAN	83007943
SCG	MESB	SURAYA BINTI ABDUL RASHID	83008065
SCG	MESB	NOREIN BTE NAWI	83008083
SCG	MESB	HANISAH BT IDRIS	83008340
SCG	MESB	KAMARIAH BT MOHAMED	83008446
SCG	MESB	K. SIAMALA A/P KRISHNAN	83008597
SCG	MESB	MAZLINDA BT MOHD ZIN	83008913
SCG	MESB	YUSLIDAH BTE MOHD YUSOF	83009070
SCG	MESB	NORFAIZAH YUSOF	83009081
SCG	MESB	NORLIAH BINTI UDIN	83009575
SCG	MESB	SITI ARPAH BTE ZAKARIA	83009781
SCG	MESB	FATIMAH BT IDRIS	83009980
SCG	MESB	NORLIDA BT HUSSIN	83010123
SCG	MESB	NORZITA ZAKARIA	83010155
SCG	MESB	SELVAMANNI A/P CHAMASALAM	83010659
SCG	MESB	NORFISHAH BT MOHAMAD	83010678
SCG	MESB	TUNKU NORIDAH BINTI TUNKU AMINUDDIN	83010685
SCG	MESB	FAIZAH BTE MOHAMMAD YASIN	83010737
SCG	MESB	JEYALALITHA A/P PUTHISEGARAM	83010903
SCG	MESB	SHAFARINDA BTE EPIT	83010991
SCG	MESB	FAUZIAH BTE HASSAN	83011223
SCG	MESB	HALIMAH BT BASHIRUN	83011358
SCG	MESB	HAYATI BTE YUSOF	83011385
SCG	MESB	KAMARIAH BT HASSAN	83012206

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	AMUTHA A/P THANGAIYAH	83012379
SCG	MESB	ATHIRSTA LETCHUMY A/P MUNIANDY	83012380
SCG	MESB	NORANITA BT SULAIMAN	83012420
SCG	MESB	SUZANA BTE ABDOL SUKOR	83012678
SCG	MESB	ZABEDAH BINTI TALIB	83013172
SCG	MESB	ROSLINDA BINTI MOHAMED JANI	83013369
SCG	MESB	NOR HASIMAH BENTI MD YASSIN	83013808
SCG	MESB	MASHTURA BTE MD ALI	83013951
SCG	MESB	SITI ROZITA BT ZULKIFLI	83014334
SCG	MESB	MASTURA BTE MAAROP	83014726
SCG	MESB	TURISINGAM A/L MACHAPPU	83015365
SCG	MESB	SITI ZABEDAH BINTI MOHAMAD YUSOF	83015763
SCG	MESB	ROKIAH BINTI ABDUL LATIFF	83015793
SCG	MESB	NORREZAH BINTI KAMARUDIN	83016006
SCG	MESB	FATIMAH BINTI KARIM	83016133
SCG	MESB	SARATHA A/P MUTHU	83016332
SCG	MESB	TILAGAWATHI A/P KUNJOO	83016333
SCG	MESB	AZIZAH BINTI JUIN	83016371
SCG	MESB	POONITAWATHY A/P KANAPATHY	83016375
SCG	MESB	SUHAINI BINTI HASSAN	83016379
SCG	MESB	NOOR AZIMAH BT JUHARI	83016450
SCG	MESB	NOORAZURA BINTI RAMLEE	83016451
SCG	MESB	SITI NORLIZA BINTI SAHAR	83016980
SCG	MESB	AZLIANA BINTI AHMAD	83017131
SCG	MESB	SUHAILY BINTI ZAHARI	83017462
SCG	MESB	ARNE ROZIANA BINTI ABDUL RAHMAN	83017502
SCG	MESB	SUHAILI BT AHMAD @ HARUN	83017531
SCG	MESB	ROHAYATI BT SURATMAN	83017637
SCG	MESB	KAMSIAH BTE ABDULLAH	83017639
SCG	MESB	NORAINI BT YUSOF	83017652
SCG	MESB	NORHAZARINA BINTI HASAN	83017660
SCG	MESB	SAROJINI A/P SUDESAN	83017695
SCG	MESB	MOHD ZULKEFLE BIN TAHARIM	83017832
SCG	MESB	ZAWATI BINTI OTHMAN	83018026
SCG	MESB	YUSLINA BINTI YUSOF	83018079
SCG	MESB	NORFAIZAH BTE RAHIM	83018171
SCG	MESB	SRI LAILA WANI BINTI ZAHID @ MAT ZAHID	83018378
SCG	MESB	MAZNON BINTI RAMLI	83018381
SCG	MESB	MALIZAH BINTI AB AZIZ	83018413
SCG	MESB	SARINAH BINTI SARIYAN	83018528
SCG	MESB	NOORSHAM BINTI MOHD YUSOF	83018558

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	RAFIDAH BINTI AHMAD	83018559
SCG	MESB	NORAZIAN BINTI PILUS	83018586
SCG	MESB	LELITHA A/P SUGUMARAN	83018597
SCG	MESB	VANI A/P PARIASAMY	83018598
SCG	MESB	MOHANA A/P MARIDAS	83018610
SCG	MESB	SUZAINI BTE ZAINAL ABIDIN	83018661
SCG	MESB	AZMAH BINTI ZAMANI	83018702
SCG	MESB	SITI SALMAH BINTI SHAMSUDDIN	83018732
SCG	MESB	SHAMZAWANIE BINTI SAMSUDIN	83018743
SCG	MESB	VEERAMMAH A/P RAMADAS	83018745
SCG	MESB	ZAMRI BIN YAYA	83018747
SCG	MESB	AZLIE ASHIKIN BINTI MOHAMAD JUSOH	83018793
SCG	MESB	ZAIMAH BT JAMALUDIN	83018801
SCG	MESB	KHADIJAH BT YUSOF	83000474
SCG	MESB	MAIMUNAH ABDULLAH	83000499
SCG	MESB	NORSIDAH BT ABDUL RAHMAN	83000502
SCG	MESB	ROHAYA BT ABD RASHID	83000609
SCG	MESB	NORMAH AHMAD	83000679
SCG	MESB	UMMI KULTHUM	83000692
SCG	MESB	SITI ROHANI BT RASHID	83000721
SCG	MESB	LATIFAH BINTI MOHD ALI	83000977
SCG	MESB	FARIDAH BT ABAN	83001086
SCG	MESB	LATCHEME A/P VELAN	83001098
SCG	MESB	ROSITA BTE ISHAK	83001120
SCG	MESB	RUSILAWATI MOHD YASIN	83001137
SCG	MESB	FARIDAH SHARIF	83001225
SCG	MESB	HABIBAH SHAMSUDDIN	83001258
SCG	MESB	SITI DZAWIAH BT ABD RAHMAN	83001325
SCG	MESB	RUZIAH MOHD SHARIFF	83001361
SCG	MESB	CHE MASNAH BABA	83001372
SCG	MESB	NORIZAN BT ALIAS	83001374
SCG	MESB	HALIMAH BT KARIM	83001375
SCG	MESB	VEJAYAH D/O THERUVENGADAM	83001382
SCG	MESB	JAMILAH UJANG	83001384
SCG	MESB	MIMI NONG CHIK BABA	83001663
SCG	MESB	ZARINAH AB RAHMAN	83001673
SCG	MESB	RAZIMA SENAN	83001730
SCG	MESB	HAMIDAH KAMALUDIN	83001850
SCG	MESB	JAYALETCHUMY THANGAVELU	83001869
SCG	MESB	NORZIZAH YAHYA	83001881
SCG	MESB	JEMALIAH BTE ABD JALIL	83001913
SCG	MESB	SITI BT BACHIK	83001969
SCG	MESB	AMINAH MOHD TABA	83001984
SCG	MESB	MUHAINI ABD RAMID	83002017

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	MARIAM YAHYA	83002065
SCG	MESB	JAMALIAH ISMAIL	83002087
SCG	MESB	NORMA BT ALIAS	83002128
SCG	MESB	ZAITON BTE SAID	83002160
SCG	MESB	ZAINON ABD MALIK	83002187
SCG	MESB	DEWI BTE RASHID	83002234
SCG	MESB	ZARINAH ZAKARIA	83002242
SCG	MESB	SITI KHALIJAH BT ALI	83002250
SCG	MESB	RASIDAH MD SALI	83002260
SCG	MESB	ASSIAH BT ISMAIL	83002263
SCG	MESB	NORESAAH DERUS	83002375
SCG	MESB	HAMIDAH ARIFFIN	83002393
SCG	MESB	ROHANI BT YUNOS	83002405
SCG	MESB	NORIDAH MAHMUD	83002532
SCG	MESB	BARIAH BT MUSRI	83002586
SCG	MESB	SHAMSHIAH BT SHUKOR	83002592
SCG	MESB	NORHAYATI YAZID	83002651
SCG	MESB	HALIMAH JUSOH	83002777
SCG	MESB	SAKNIN YUSOF	83002824
SCG	MESB	SANTHAKUMARI P/P HARI KRISHNAN	83002835
SCG	MESB	SITI NOREHAN KATOR	83002856
SCG	MESB	RAHMAH ABD MANAP	83002860
SCG	MESB	RODZIYAH ISMAIL	83002864
SCG	MESB	KAMSIAH BENTONG	83003054
SCG	MESB	NORASMARA NASIR	83003055
SCG	MESB	NORHAMADIAH MOHD NOR	83003082
SCG	MESB	ROHANI JAMALUDIN	83003122
SCG	MESB	KASMAH JAAFAR	83003132
SCG	MESB	PUSPARANE MUNUSAMY	83003141
SCG	MESB	HALIMAH SIMAN	83003193
SCG	MESB	SITI NORIHAN	83003265
SCG	MESB	ROSMA ABD TALIB	83003318
SCG	MESB	HAMIMAH YUSOF	83003328
SCG	MESB	NORAFIAH BT MD YUSOF	83003368
SCG	MESB	ROSZIAH WAHID	83003438
SCG	MESB	MASSITA KARIM	83003453
SCG	MESB	FARIDAH MD IDRIS	83003464
SCG	MESB	VIJAYA A/P PONNAN	83003470
SCG	MESB	MAZNAH MAAROF	83003560
SCG	MESB	NORRIZAN BINTI ABD MANAN	83003630
SCG	MESB	RUSLINA AMAT	83003637
SCG	MESB	ZALEHA ZULKIFLI	83003710
SCG	MESB	SERI MELATI SAHAT	83003714
SCG	MESB	NORSHIDAH AHMAD	83003729
SCG	MESB	BAHARIDAH BTE BAHARUM	83003731

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	SARASU SUBRAMANIAM	83003735
SCG	MESB	HASNAH ENDUT	83003772
SCG	MESB	BABYKAMALA KOTHANDAPANI	83003878
SCG	MESB	FATIMAH ISMAIL	83003886
SCG	MESB	NORIHAN IDRIS	83003898
SCG	MESB	PARAMESURI SUBRAMANIAM	83003953
SCG	MESB	RAMNAH ASD RAHMAN	83003987
SCG	MESB	MAZNAH YAHYA	83003989
SCG	MESB	KAMSIAH WAHID	83004046
SCG	MESB	SAIDAH MAFISAH ABD WAHAB	83004053
SCG	MESB	PAINI SIIS	83004059
SCG	MESB	SARINA MOHD SOM	83004062
SCG	MESB	NORASLINA MOHD SAID	83004110
SCG	MESB	RAHIMAH OTHMAN	83004126
SCG	MESB	RABIYAH ZAINAL ABIDIN	83004131
SCG	MESB	SITI AISHAH BT ISMAIL	83004181
SCG	MESB	JAYANTHI D/O SWAMIDURAI	83004189
SCG	MESB	ROSNANI BT ABDUL RAHMAN	83004191
SSG	MESB	BIBAH ZAINUDIN	83004238
SCG	MESB	ROZIYAN YAZID	83004290
SCG	MESB	JUITA RASHID	83004292
SCG	MESB	MALLIGA SUBRAYAN	83004297
SCG	MESB	RATNA DEVI RAMASAMY	83004319
SCG	MESB	BADARIAH AHMAD	83004350
SCG	MESB	ZAINAB MALIK	83004355
SCG	MESB	NOOR HAYATI MOKHTAR	83004420
SCG	MESB	SITI AISHAH OSMAN	83004421
SCG	MESB	RUSNAH MONEH	93004448
SCG	MESB	SURIANI SULAIMAN	83004466
SCG	MESB	MURUGASHWARY VALAUTHAN	83004468
SCG	MESB	SITI HAWA KASIM	83004473
SCG	MESB	RAMIZA YUNUS	83004484
SCG	MESB	SITI NOOR IZAN MOHD LONG	83004496
SCG	MESB	ROOS NASIR	83004529
SCG	MESB	NORYATI MAT JOHOR	83004553
SCG	MESB	HATIFAH ABDULLAH	83004623
SCG	MESB	ZUBAIDAH ABD RAHMAN	83004646
SCG	MESB	FAIZAH MOHD YASSIN	83004664
SCG	MESB	KAMISAH OTHMAN	83004679
SCG	MESB	RAZAINAB TALIP	83004687
SCG	MESB	ROSSLIN AWALUDIN	83004703
SCG	MESB	SALIMAH HASSAN	83004722
SCG	MESB	RAMLAH HUSSIN	83004728
SCG	MESB	SAAYAH SURDI	83004731
SCG	MESB	ROKIAH MD SHAH	83004762

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	HALIMAH ZAINAL ABIDIN	83004821
SCG	MESB	RAMLAH ISMAIL	83004869
SCG	MESB	NORELAH HJ OSMAN	83004882
SCG	MESB	HAZDIJAH MUSTAPHA	83004887
SCG	MESB	NORESAAH KHALIL	83005014
SCG	MESB	PALANIMAH A/P BANGARU	83005016
SCG	MESB	ZAKIAH SALLEH	83005107
SCG	MESB	JALILAH YATIN	83005175
SCG	MESB	SABARIAH BABA	83005180
SCG	MESB	NORMALIS MALEK	83005185
SCG	MESB	FARIDAH LEMAN	83005214
SCG	MESB	NORAINI ABD RAHMAN	83005222
SCG	MESB	NORSIAH LEMBEK	83005229
SCG	MESB	NORHAYATI JAMALUDIN	83005239
SCG	MESB	RAJA MOLEK BT RAJA AYOB	83005265
SCG	MESB	ZAINUN HJ SHAMSUDIN	83005291
SCG	MESB	NURAZAH MOHD YUSUF	83005298
SCG	MESB	NAGAINDARA KUPPUSAMY	83005413
SCG	MESB	NORSIDAH DERUS	83005432
SCG	MESB	JARIAH YASSIN	83005456
SCG	MESB	ZURIDDAH KADIR	83005499
SCG	MESB	RAHIMAH ALIAS	83005502
SCG	MESB	HANIZAH HARUN	83005538
SCG	MESB	SANTHY RAMAN	83005566
SCG	MESB	SANTHI GENGAN	83005598
SCG	MESB	HAMIDAH BAHARIN	83005601
SCG	MESB	SARINAH MOHD ISA	83005657
SCG	MESB	ROKIAH BTE MOHD NOR	83005736
SCG	MESB	MAHESWARI D/O KANAGASABAI	83005745
SCG	MESB	SH NORAZAM SYED MUHAMMED	83005747
SCG	MESB	NADEHA BT SULAIMAN	83005764
SCG	MESB	ZAINAH BT AWANG NGAH	83005795
SCG	MESB	FUDZIAH BT JANTAN	83005818
SCG	MESB	JURIAH BT HASSAN	83005837
SCG	MESB	NOORIZAH BT HASSAN	83005844
SCG	MESB	SOOSAIAMMAL D/D MARYASOOSAI	83005871
SCG	MESB	ZABIDAH BT AHAMID	83005908
SCG	MESB	PARASATHIE A/P ANNAMALAI	83005912
SCG	MESB	SITI ZHALEHA BT SHAWAL	83005916
SCG	MESB	INTAN TERPILEH BT MOHAMAD	83005920
SCG	MESB	ROKIAH MOHD DIN	83005927
SCG	MESB	ZURAINI BT ABDUL HADI	83005941
SCG	MESB	NORLIZAH BT AHMAD	83006026
SCG	MESB	SANDRA A/P PERUMAL	83006047
SCG	MESB	ASNAH BT RAMLY	83006126

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ZAITON BT MUSA	83006217
SCG	MESB	JULIAH BT RAHMAT	83006330
SCG	MESB	NORLLZA BT ALIAS	83006331
SCG	MESB	ZAMMIAH BTE ABU BAKAR	83006401
SCG	MESB	NOR HASIDAH BT IBRAHIM	83006419
SCG	MESB	NOR AZIZAN BT JAIS	83006495
SCG	MESB	J MARGREAT MARY A/P JOHN @ M	83006562
SCG	MESB	AMUTHAVALLY A/P SUBRAMANIAM	83006591
SCG	MESB	ZAUWIAH BT ABD MALEK	83006629
SCG	MESB	ROHANA BT ABD MANAF	93006637
SCG	MESB	SAIMAH BINTI BAHARI	83006666
SCG	MESB	PREMALA DEVI A/P KARUNAKARAN	83006695
SCG	MESB	MAZLAH BT BAKI	83006716
SCG	MESB	ZALEHA BT RAZALI	83006717
SCG	MESB	SHAMSIDAR BT MOHAMAD ZIN	93006728
SCG	MESB	KALPANA DEVI A/P KARUNAKARAN	83006752
SCG	MESB	RAZANA BT DAUD	83006761
SCG	MESB	NORAWAIDA BT MARSIM	83006763
SCG	MESB	HAMIDAH BT UJANG	83006764
SCG	MESB	NORLAILA BT MOHAMAD	83006765
SCG	MESB	PUSPAMALA A/P K MUTHUSAMY	83006773
SCG	MESB	SURINDER KAUR	83006776
SCG	MESB	SAKURA BTE AZIZ	83006828
SCG	MESB	PARAMANASUARY A/P KALINCHY	83006851
SCG	MESB	SALMI BTE MD ZAIN	83006854
SCG	MESB	SALLZA TUMIAN	83006857
SCG	MESB	ZOORAINI BT A RAHMAN	83006881
SCG	MESB	MAIRANI BTE JAWAL	83006887
SCG	MESB	LAZARIAH BTE LAMIN	83006905
SCG	MESB	HANITAH BTE ABU	83006906
SCG	MESB	ROHAYAH BINTI K IBRAHIM	83006926
SCG	MESB	SARIDA KAMARUDIN	83006927
SCG	MESB	SHARIFAH JOHARI	83006938
SCG	MESB	NORA ABD RAHMAN	83006939
SCG	MESB	ROGAYAH SHARIF	83006961
SCG	MESB	NORRAZMA BINTI ABDUL MALIK	83006985
SCG	MESB	ROJAMALAR A/P NAGARATNAM	83007005
SCG	MESB	SALNIAZIMAH BT SAID	83007021
SCG	MESB	RAMLAH BT AYOUB	83007042
SCG	MESB	VANITA A/P MARIMUTHU	83007053
SCG	MESB	KUPPAMMAH A/P RAJAGOPAL	83007057
SCG	MESB	SHAHARAH MD SAID	83007089
SCG	MESB	ROZETAH ABD LATIF	83007166
SCG	MESB	AINON BTE AHMAD	83007212
SCG	MESB	ZURAIDAH BTE JAIS	83007254

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	CHE SITI RAKAYAH BINTI IDRIS	83007258
SCG	MESB	FAZIDAH BINTI ZAKARA	83007260
SCG	MESB	AMINAH MUHAMMAD	83007330
SCG	MESB	S DEVI A/P SHANMUGAM	83007371
SCG	MESB	NORLIAH BT IBRAHIM	83007422
SCG	MESB	MARIAM BT AWANG	83007454
SCG	MESB	RAHMAH BT YAAKOB	83007458
SCG	MESB	HASHIMAH BTE MD YUNUS	83007461
SCG	MESB	RUZIDAH SADIYEN	83007487
SCG	MESB	WEE WAN LING	83007488
SCG	MESB	SHARINA BTE ABU BAKAR	83007491
SCG	MESB	NOR MALINA BINTI MOHD ZAIN	83007502
SCG	MESB	M DEVI A/P MARIAPPAN	83007507
SCG	MESB	HAMIDAH AHMAD	83007514
SCG	MESB	HASNAH BINTI BASIRUN	83007539
SCG	MESB	NOORHAYATI BT ISMAIL	83007561
SCG	MESB	SANIAH BTE SHARIFF	83007567
SCG	MESB	SHANTHA A/P MURUGAN	83007575
SCG	MESB	ROZMAWATI BT SULAIMAN	83007583
SCG	MESB	HASHIDAH HASHIM	83007584
SCG	MESB	ZARINA BT MD SAH	83007734
SCG	MESB	SAWIAH BTE SALAHAN @ SALEHAN	83007735
SCG	MESB	RUHITA MD YUNUS	83007748
SCG	MESB	LIM CHOO FONG	83007773
SCG	MESB	S USHA RANI A/P SANNASI	83007786
SCG	MESB	HASNAH BINTI LIAS	83007844
SCG	MESB	ROSMAWATI BINTI BORHAN	83007883
SCG	MESB	SALLYANA ZAKARIA	83007895
SCG	MESB	RAJA MARSHITAH RAJA RAZALI	83007933
SCG	MESB	ZUNIZA BINTI ISMAIL	83007976
SCG	MESB	ZAHARAH KARIM	83008011
SCG	MESB	RUZAIMAH BT ABAS	83008012
SCG	MESB	AZIZAH ZAINAL ABIDIN	83008113
SCG	MESB	NORISAH BT ALIAS	83008127
SCG	MESB	NORLIZAN ABDULLAH	83008160
SCG	MESB	HASIMAH BINTI HAMID	83008195
SCG	MESB	NORIPAH BINTI MAHMOOD	83008259
SCG	MESB	SITI HAWA BT SABARUDDIN	83008260
SCG	MESB	ZAIDAH BINTI ALI	83008261
SCG	MESB	NORLI MOHD NOOR	83008278
SCG	MESB	MAZURIATI BTE MODH ZIN	83008279
SCG	MESB	NORSIDAH BTE KUDIN	83008281
SCG	MESB	SALIHA BINTI TUMIAN	83008282
SCG	MESB	NORHASHIDA BTE GHAZALI	83008289
SCG	MESB	SITI FATIMAH IBRAHIM	83008290

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	SITI NORRIZAN BINTI MOHD NASIR	83008298
SCG	MESB	ANITA MOHD NOR	83008305
SCG	MESB	NORAINI BT AZIT	83008321
SCG	MESB	NORLIZA BT SIRAM	83008372
SCG	MESB	BHARATHI A/P BALACHANDRAN	83008401
SCG	MESB	SHALMEE BT ABAS	83008449
SCG	MESB	NORAINI BINTI ABD RASHID	83008475
SCG	MESB	HASNAH BTE MD SHAH	83008489
SCG	MESB	RAJASVARY A/P MUTHU	83008527
SCG	MESB	AIDA MASTURA ABD LATIF	83008580
SCG	MESB	ZANARIAH ISHAK	83008586
SCG	MESB	SALIDAH BTE KHAIRIN	83008607
SCG	MESB	SITI ZALEHA BTE HJ MD YUSOF	83008609
SCG	MESB	NORMALA BTE HJ ABD AZIZ	83008610
SCG	MESB	ROZIAN BTE RAMLI	83008614
SCG	MESB	HANIFAH BT MOHD ISA	83008615
SCG	MESB	SUMATHI A/P BALAKRISHNAN	83008622
SCG	MESB	ZURAIIDAH BTE IBRAHIM	83008629
SCG	MESB	RAHIMAH BINTI RAMLI	83008631
SCG	MESB	RAHMAWATI AHMAD	83008636
SCG	MESB	NORAISAH BTE AHAD	83008637
SCG	MESB	MAGISVARI A/P APPU	83008679
SCG	MESB	NORASIAH BT IDRIS	83008700
SCG	MESB	RAZIDAH BTE RAIH	83008729
SCG	MESB	ZALEHA BINTI EANUDI	83008738
SCG	MESB	MARDIANA MAJID	83008815
SCG	MESB	GNAESWARI A/P THIRUVATHAVOORAR	83008818
SCG	MESB	SALINAH BINTI OTHMAN	83008824
SCG	MESB	PUSHPALETCHUMY D/O VEERASAMY	83008926
SCG	MESB	REGINA A/P BONACHIK BENEDICT	83008941
SCG	MESB	ZALEHA BTE MOHD NAYAN	83008942
SCG	MESB	ROSRINA HAMZAH	83008967
SCG	MESB	JOEIDA BTE JUNIT	83008970
SCG	MESB	KANNAHI A/P KARUPPASAMI	83008979
SCG	MESB	MARIYAMMAL A/P VENAGOPAL	83008989
SCG	MESB	NORA BTE BUSU	83008991
SCG	MESB	NORAZIAN BTE MANSOR	83009034
SCG	MESB	NORHAYATI BT MOHD YASSIN	83009042
SCG	MESB	NURAH BTE YAACOB	83009054
SCG	MESB	MARSIDAH BTE AHMUTEK	83009060
SCG	MESB	SARINI BT HASHIM	83009066
SCG	MESB	MAZIDAH BTE MOHD	83009095
SCG	MESB	SITI ROBIAH BIDUL	83009115
SCG	MESB	RASATHI A/P RAJAVALU	83009125

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	MUTHUKARUPAN A/L S. MUTHU	83009140
SCG	MESB	HAZLIN BT RAHIM	83009163
SCG	MESB	ROSLIZA BINTI RASLI	83009164
SCG	MESB	KHAMIZOM BT HUSSIN	83009168
SCG	MESB	SURI BT MD NOR	83009176
SCG	MESB	NOR ASIKIN BTE RAMLY	83009186
SCG	MESB	NOORAZLIN BT AHMAD	83009273
SCG	MESB	ROZITA BTE MOHD KARIM	83009305
SCG	MESB	SUZI AZRA BTE MAMAT	83009321
SCG	MESB	NORHASANAH BT ABD AZIZ	83009331
SCG	MESB	SAH HANIM INDRA	83009336
SCG	MESB	SARIAH BT HASAN	83009348
SCG	MESB	MARIAH BTE ABD MANAP	83009356
SCG	MESB	HAMIZAH BTE ABDULLAH	83009362
SCG	MESB	NORLIDA BINTI SULLAIMAN	83009364
SCG	MESB	ROHAYU BTE MOHD ALI	83009370
SCG	MESB	MAHALEKCHMY A/P NAGOORAN	83009380
SCG	MESB	SUPIAH BTE MERAN	83009382
SCG	MESB	SHARIFAH BTE HJ HUSSAIN	83009394
SCG	MESB	SITI NORHUDA BT ZAINAL	83009396
SCG	MESB	NOR AZIAH BTE ABDULLAH	83009397
SCG	MESB	PARIMALA D/O PALIANAIPPAN	83009400
SCG	MESB	NORHANIZAH BT ZARHAN	83009407
SCG	MESB	SAFIAH BTE SAID	83009409
SCG	MESB	NORAISAH BT ABD KADIR	83009413
SCG	MESB	NORITA BT YAHYA	83009422
SCG	MESB	SITI ZAIDAH BINTI ABU SAMAH	83009423
SCG	MESB	SURATNI BT KATIMIN	83009425
SCG	MESB	JAMALIAH BT ABU KASSIM	83009429
SCG	MESB	NOR ZAIHAN BT MOHAMED	83009467
SCG	MESB	AISHAH ABDUL HADI	83009500
SCG	MESB	PARAMASVARI A/P SINNAPPAN	83009541
SCG	MESB	SITI SABARIAH BTE MOHD TAHIR	83009565
SCG	MESB	SHARIFAH AINI BTE ABD TAMIT	83009631
SCG	MESB	NOR SUZANA KASSIM	83009636
SCG	MESB	MUNYATI BT ABD WAHAB	83009672
SCG	MESB	SITI WAHEDA BTE SAHARUDIN	83009678
SCG	MESB	YUSRIMAH BTE YUSOF	83009680
SCG	MESB	SITI HAWA AHMAD	83009748
SCG	MESB	ZAITON BTE ABD MAJID	83009752
SCG	MESB	SAMSINAR BTE ABDUL RAHMAN	83009760
SCG	MESB	NORAISHAH BT MD SHAH	83009767
SCG	MESB	SITI NOOEMALA BTE NUJUM	83009778
SCG	MESB	NUR FATIHAH BINTI YAHYA	83009786
SCG	MESB	NOORFAIZAH BT ABD RAZAK	83009796

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ROSNITA MOHD DIN	83009820
SCG	MESB	SHEILA DEVI A/P MANIAM	83009864
SCG	MESB	NORASIKIN BTE MOHAMAD	83009891
SCG	MESB	FAUZIAH BT YUSOFF	83009939
SCG	MESB	V PARAVATHY A/P VEERAPAN	83009945
SCG	MESB	SITI NOR MAINIS BT SHAMSUDIN	83009958
SCG	MESB	NOOR ASHIKIN BTE JAMALUDDIN	83009970
SCG	MESB	VASANTHI A/P RAMU	83010005
SCG	MESB	HASLINA BTE A RAHMAN	83010012
SCG	MESB	NEELAPATHI A/P RAMASAMY	83010017
SCG	MESB	HALIJAH BINTI WAHID	83010148
SCG	MESB	SURIYA BT TALIB	83010193
SCG	MESB	T VALLAIMMAL A/P THAMBUSAMY	83010195
SCG	MESB	YUSNITA BT MINHAT	83010274
SCG	MESB	SANTHI A/P THAMBUSAMY	83010306
SCG	MESB	MALLIGIA A/P PALANIAPPAN	83010327
SCG	MESB	ROSNI BTE RAHIM	83010356
SCG	MESB	MAHESWARY A/P NAGAMUTHU	83010412
SCG	MESB	ELANDEVI A/P NALLIAH	83010451
SCG	MESB	NORLIZA BINTI ABU KASIM	83010463
SCG	MESB	NORAIDA BT MAHAT	83010491
SCG	MESB	ROZIAH BTE ISMAIL	83010495
SCG	MESB	NORAINI BTE WAN CHIK	83010497
SCG	MESB	ASNAH BTE JUMAHAT	83010500
SCG	MESB	YUSNITA BTE ABDUL JALIL	83010568
SCG	MESB	ZARINA BTE AHMAD	83010625
SCG	MESB	FAZILA BTE BAHARIM	83010626
SCG	MESB	SITI HAWAYAH BTE MOHD DAUD	83010631
SCG	MESB	JAYA JOTHY A/P SUNDARAM	83010632
SCG	MESB	ARBAEAEH BTE SAHIL	38010640
SCG	MESB	FAIRUS BTE BAHARIM	83010647
SCG	MESB	ZAILEHA BT ZAINUDIN	83010649
SCG	MESB	NOR ASHIMAH BTE AKIN	83010651
SCG	MESB	ZURAIIDA BT ZULKAFI	83010652
SCG	MESB	EYON BINTI OTHMAN	83010658
SCG	MESB	MAGESWARY A/P SELADURAI	83010660
SCG	MESB	ROHANI BTE MOHD SANI	83010752
SCG	MESB	NORSHADILLA BT AHMAD	83010813
SCG	MESB	K MALA A/P KUMARASAMY	83011022
SCG	MESB	ZAIRINAH BINTI MAJID	83011052
SCG	MESB	NAZLINA BTE NASIR	83011053
SCG	MESB	FARIZAH BT MOHD DALI	83011056
SCG	MESB	ROKIAH BTE DAUD	83011098
SCG	MESB	NORZILA BT RAMLI	83011113
SCG	MESB	NORMAH BT SIDEK	83011122

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	NORITA BTE MOHD SAHAP	83011124
SCG	MESB	RAHIMAH BTE KAMARUDDIN	83011125
SCG	MESB	ROHAYA BASIR	83011127
SCG	MESB	KOGILAVANI A/P KANDASAMY	83011132
SCG	MESB	LETCHUMEE A/P KARUPPAIAH	83011143
SCG	MESB	NORANA BTE DAUD	83011144
SCG	MESB	MOHD ZULKARNAIN BIN MOHD ZAKI	83011147
SCG	MESB	RAHANA ABD RAHMAN	83011166
SCG	MESB	NOR AZIAN BTE ESTAR	83011168
SCG	MESB	BADARIAH ALIAS	83011169
SCG	MESB	NORLELA BTI MD NOR	83011174
SCG	MESB	SATHIAVATHY A/P NEELAMAGAN	83011214
SCG	MESB	JUNAISAH BINTI GHAZALI	83011226
SCG	MESB	ROHAYA BTE YUSOF	83011237
SCG	MESB	DEVI A/P ERESAPAN	83011244
SCG	MESB	NORMALA BT ISMAIL	83011247
SCG	MESB	PANCHAVARNAM A/P ANNAMALAI	83011251
SCG	MESB	FADZILAH BINTI ISMAIL	83011255
SCG	MESB	PUNGOTHAI A/P PANDURANGAN	83011257
SCG	MESB	AZLINDA BINTI ABAS	83011263
SCG	MESB	R SAMOONDISPARI A/P G RAMACHANDRAN	83011264
SCG	MESB	PATRICIA A/P AROKIASAMY	83011267
SCG	MESB	RAGINI A/PT KANDAN	83011269
SCG	MESB	MARIAMMAH A/P VENGETARAYAN	83011270
SCG	MESB	CHRISTINA A/P AROKIASAMY	83011271
SCG	MESB	NORA BINTI SIDEK	83011278
SCG	MESB	ZAIZAH BTE ABU BAKAR	83011391
SCG	MESB	JEYAMONEY A/P PAKERISAMY	83011392
SCG	MESB	ROSZINA BTE IDRIS	83011405
SCG	MESB	KARTINA BT ALWI	83011471
SCG	MESB	ROSZANA MD ISA	83011473
SCG	MESB	MASTURA BINTI TALIP	83011497
SCG	MESB	RATHA A/P SANKARAN	83011508
SCG	MESB	VIJAYA A/P BALAKRISHNAN	83011595
SCG	MESB	THAMILARASY A/P THANGAVELU	83011599
SCG	MESB	RUHANA BTI MANSOR	83011602
SCG	MESB	ROSENANI BT MAT NOOR	83011616
SCG	MESB	VANITHA A/P MYNIRETANAM	83011620
SCG	MESB	ZALIZA BT OTHMAN	83011630
SCG	MESB	NOOR AZIZAH BTE ABU BAKAR	83011652
SCG	MESB	NORZIAH BTE HAJI SALLEH	83011653
SCG	MESB	FAZLIN BINTI MUHD NOOR	83011654
SCG	MESB	FAIZULIZA BINTI MOHAMAD	83011680
SCG	MESB	ZAM HAYATINA BT ABDULLAH	83011725

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	SITI AISHAH BINTI MANSOR	83011730
SCG	MESB	SITA A/P GOPAL	83011733
SCG	MESB	FATIMAH BINTI AHMAD	83011820
SCG	MESB	SELVI A/P RAMAN	83011827
SCG	MESB	M RENUKAVATHY A/P MURGAN	83011873
SCG	MESB	NOR MALA BT ABDUL HAMID	83011890
SCG	MESB	RUBY SARAL A/P S SWAMPILLAI	83011924
SCG	MESB	ZAINORA BTE SULAIMAN	83011948
SCG	MESB	NOORIZAH BTE KASSIM	83011962
SCG	MESB	RAGESWARI A/P ARUMUGAN	83012024
SCG	MESB	MALA A/P MARAPA	83012117
SCG	MESB	PARAMESWARI A/P ARUMUGAN	83012212
SCG	MESB	FAZLINA BTE AHMAD	83012213
SCG	MESB	DEVI A/P GOVAL	83012217
SCG	MESB	SAPIAH BINTI MOHD ALI	83012250
SCG	MESB	NOR GIAH BINTI TALIP	83012251
SCG	MESB	RAJAMONEY A/P KATLIAMUTTHU	83012255
SCG	MESB	EDI ZURAIMI B SHAMSUDIN	83012295
SCG	MESB	SOLITHA DEVI A/P PUNACHAND	83012351
SCG	MESB	THANAM A/P RATNASAMY	83012352
SCG	MESB	RODZIAH BINTI MOHAMED DIAH	83012357
SCG	MESB	MARRAYEE A/P KUPPUSAMY	83012382
SCG	MESB	TAMILSELVI A/P SINGARAVELO	83012392
SCG	MESB	GANAGESWARY A/P RAJOO	83012418
SCG	MESB	SALMAH BTE SARIF	83012495
SCG	MESB	HASNAWATI BINTI JAMALUDIN	83012610
SCG	MESB	NORAZIMAH BINTI SUKIJAN	83012630
SCG	MESB	NORAZIDAH BT JOHARI	83012716
SCG	MESB	SARASAH A/P RAJARETNAM	83012725
SCG	MESB	ROHANA BT AHMAD	83012768
SCG	MESB	ZAIDA BINTI ADAM	83012792
SCG	MESB	ELLMAM A/P KUPPUSAMY	83012797
SCG	MESB	MANIARUSU A/L SINUAM @ SINNIAH	83012842
SCG	MESB	NOR DARMIZA BT MUHAMAD NOR	83012859
SCG	MESB	NOR AZZAH DERASIK	83012863
SCG	MESB	KAUSALYA DEVI A/P SOKKAKOUNDER	83012894
SCG	MESB	SHIAMLA DEVI A/P I SUBRAMANIAM	83012895
SCG	MESB	SANTHA A/P RAMAN	83012969
SCG	MESB	ZAIDAH BINTI SUKAIMI	83013076
SCG	MESB	MAZURA BT ZAKARIA	83013135
SCG	MESB	ZAIMAH BINTI AHMAD	83013242
SCG	MESB	NORZEHAN BT ABD MALIK	83013248
SCG	MESB	DELIAH BT ABAS	83013255
SCG	MESB	SUZAINI BTE IBRAHIM	83013312

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	B SAWNDESWARY A/P BALAKRISHNAN	83013374
SCG	MESB	RUSLIZA BTE HUSSIN	83013465
SCG	MESB	CHITHRAH DEVI D/O P. KRISHNAN	83013469
SCG	MESB	MOHD IDHAM B MD IDERIS	83013482
SCG	MESB	ALAUDIN BIN ALWI	83013487
SCG	MESB	EMELLIA BTE ZULKIFLI	83013499
SCG	MESB	THANAM A/P RAMAAPPUDU	83013507
SCG	MESB	NORIDA BINTI ABDUL MANAP	83013560
SCG	MESB	SITI MAHAWA BINTI OTHMAN	83013618
SCG	MESB	MIRA BINTI ZAIN CASTILLO	83013644
SCG	MESB	NORAZIYAH BINTI OTHMAN	83013652
SCG	MESB	ROHAYA BINTI OTHMAN	83013670
SCG	MESB	S. SARALA A/P SUBRAMANIAM	83013672
SCG	MESB	NORIANA BINTI AMAT	83013685
SCG	MESB	SELVEE A/P VELUSAMY	83013708
SCG	MESB	HATIYAH BINTI JANTAN	83013726
SCG	MESB	JAMUNARANI A/P MARUTHAMUTHU	83013892
SCG	MESB	SHAI DATUL AKMAR BT RAMLI	83013989
SCG	MESB	NOR HUZAIMAH BINTI MODH DIN	83014032
SCG	MESB	UMADEVI A/P BASKARAN	83014114
SCG	MESB	NAFSIAH BTE MAT SHAM	83014147
SCG	MESB	THAYALANI A/P RAJENDRAN	83014167
SCG	MESB	KAMISAH BT MOHD TAHAR	83014174
SCG	MESB	NORHAYATI BINTI MOHAMED SHAH	83014195
SCG	MESB	NURHAYATI BTE YUSOF	83014196
SCG	MESB	YUSRIZANA BTE BORHAN	83014204
SCG	MESB	RAHIMAH BINTI ABDUL KARIM	83014220
SCG	MESB	DANA LETCHUMI A/P SUBRAMANIAM	83014221
SCG	MESB	ESVARI A/P SUPAYAH	83014222
SCG	MESB	ROSLINA BT RAMLI	83014242
SCG	MESB	MASZURA BINTI MAT SHAH	83014296
SCG	MESB	MARLIANA BT RAZALI	83014309
SCG	MESB	ROSNAH BINTI NYAN	83014325
SCG	MESB	NORNITA BTI MAHADI	83014331
SCG	MESB	ZAMLINDA BINTI KAMARULZAMAN	83014332
SCG	MESB	SHARIFAH MAIZATULISMA BT S. ISMAIL	83014333
SCG	MESB	MAFUZAH BINTI IDRIS	83014390
SCG	MESB	SITI AJAR BINTI IBRAHIM	83014423
SCG	MESB	NOOR ZALLINAH BINTI HASHIM	83014469
SCG	MESB	NORHAZLINA BTE MOHD	83014472
SCG	MESB	MAGESWARI A/P MANIAM	83014519
SCG	MESB	P. GANASAYUNTHARI A/P PACKIANATHAN	83014553

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ROSSAMEDAH BT KASAN	83014581
SCG	MESB	NORAMIZAH BT NORDIN	83014628
SCG	MESB	NORLIZA BT NAIM	83014629
SCG	MESB	ZAMNURIZAN BT MARZUKI	83014630
SCG	MESB	ILDA NORHAIM BINTI ABDUL RAHIM	83014632
SCG	MESB	NORHAMIZI BIN NORDIN	83014684
SCG	MESB	SHAMSINOR BTE MOHD ALIAS	83014707
SCG	MESB	GOPE A/L ATHNIANNAN	83014714
SCG	MESB	ABDUL RAHMAN BIN JAAFAR	83014797
SCG	MESB	NORLIZA BINTI MAMAT	83014827
SCG	MESB	RAMESH A/L SUBRAMANIAM	83014858
SCG	MESB	LETCUMY A/P T VIJAYA RENGAM	83014863
SCG	MESB	NORA BTE BAHARUDIN	83014868
SCG	MESB	S NORA BT AHMAD	83014871
SCG	MESB	SUTINAH BINTI WAHID	83014983
SCG	MESB	THILAGAVATHY A/P RAMALINGAM	83015067
SCG	MESB	TANAM A/P RAMALINGAM	83015068
SCG	MESB	RASYDIAH BINTI HARUN	83015081
SCG	MESB	PARVATHI A/P SANASI	83015082
SCG	MESB	INDRAN A/L SUBRAMANIAM	83015140
SCG	MESB	AZMI B. ALWI	83015142
SCG	MESB	MERIAM BINTI JUMAHAT	83015163
SCG	MESB	ROHAYATI BT SAMAD	83015164
SCG	MESB	FARIZAH BT YAHAYA	83015234
SCG	MESB	NORHANEM BINTI ABD AZIZ	83015248
SCG	MESB	MUMTAZ A/P A. RAZAK @ MACHAP	83015250
SCS	MESB	HAFIZAH BINTI MOHD ASHIM	83015253
SCG	MESB	NORIZAH BINTI IBRAHIM	83015255
SCG	MESB	ROKIAH BINTI SANUSSI	83015263
SCG	MESB	BACHTIAR BIN DERIS	83015269
SCG	MESB	HAZLINDA BINTI SHAPAWI	83015299
SCG	MESB	HAIRUL BIN BAHUDIN	83015323
SCG	MESB	NORIHA BINTI BAHARUDDIN	83015336
SCG	MESB	MOHD SUKRRY BIN MOHD NOOR	83015341
SCG	MESB	ROJA RAMANI A/P SELVARAJU	83015352
SCG	MESB	PARAMESWARI A/P THEVARASU	83015396
SCG	MESB	SALBIAH BTE MAT NOR	83015414
SCG	MESB	YUZRIHARJONI BIN RIZMAN	83015431
SCG	MESB	LOKMAN BIN MAAROF	83015435
SCG	MESB	SITI RAWATI BINTI ISHAK	83015498
SCG	MESB	JUWINI BTE SAJI	83015506
SCG	MESB	MAHANI BINTI EDOT	83015510
SCG	MESB	NORAINA BINTI CHE MAT	83015524
SCG	MESB	SABARIAH BT ABDUL RAHMAN	83015539
SCG	MESB	RAJAN A/L NAMA SOWAYAN	83015561

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ABDUL JAMAL BIN ABDUL MANAP	83015588
SCG	MESB	HAMIDAH BT OMAR	83015589
SCG	MESB	JASLINA BTE SALIM	83015590
SCG	MESB	ZAHANI BINTI ISMAIL	83015596
SCG	MESB	MAZLAN BIN MOHAMAD ZIN	83015667
SCG	MESB	MOHD HASLIZAN BIN SALEHUDDIN	83015672
SCG	MESB	SIVARAJA A/L MAHAN	83015683
SCG	MESB	SURIANI BTE ZAINAL	83015684
SCG	MESB	MUN YUEN LEN	83015715
SCG	MESB	ROHANA BINTI OSMAN	83015791
SCG	MESB	SHAMSINAR BINTI BAHAROM	83015802
SCG	MESB	SANTHA A/P NARAYANAN	83015811
SCG	MESB	MASNAH BT IBRAHIM	83015814
SCG	MESB	ROZANA BINTI IMSAIL	83015878
SCG	MESB	RIZAL BIN ABDUL RAHMAN	83016017
SCG	MESB	CHU KIM HONG	83016018
SCG	MESB	NOR SHUHANA BINTI HASAN	83016060
SCG	MESB	SARA BINTI ABDUL KADER	83016065
SCG	MESB	SITI MARYAM BT OTHMAN	83016074
SCG	MESB	ZANIZAH BT ABU BAKAR	83016075
SCG	MESB	ZAIMAH BT ZAINAL	83016078
SCG	MESB	ZAZALINA BTE GHAZALI	83016083
SCG	MESB	ROHANI BINTI YUNUS	83016112
SCG	MESB	NORAMLIH BINTI MOHAMED RAMBLEY	83016122
SCG	MESB	NORRIFAH BINTI YAHYA	83016124
SCG	MESB	GUNESWARY A/P BATA LINGGAM	83016212
SCG	MESB	RAFIDAH BINTI OMAR	83016236
SCG	MESB	NORMALA BINTI HASHIM	83016238
SCG	MESB	MOKANAH A/P DHANARAJU	83016239
SCG	MESB	PALANIAPAN A/L ARUMUGAN	83016259
SCG	MESB	SALIENA BINTI MALEK	83016272
SCG	MESB	SATHIAMOHAN A/L SOMASUNDRAM	83016279
SCG	MESB	MOHD SHAMSUL BIN SAHARI	83016284
SCG	MESB	SITI NORHASLINA BT ZAKARIA	83016312
SCG	MESB	SITI NOOR ASIAH BINTI ZAKARIA	83016313
SCG	MESB	ROSLINDA BT OTHMAN	83016335
SCG	MESB	SITI AISHAH BINTI RAMADZAN	83016336
SCG	MESB	ROHAYA BINTI RAMLI	83016459
SCG	MESB	NORAZNIM BINTI ADNAN	83016465
SCG	MESB	SITI MARIAM BINTI ANVAR @ MOHD ANVER	83016466
SCG	MESB	ANBUNCH SELVI A/P RAMAN	83016501
SCG	MESB	ROSHARIZA BINTI RAMLAN ROES	83016504
SCG	MESB	ZURINA BINTI MOHD DAUD	83016509

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ROSLINDAH BINTI MOKTAR	83016527
SCG	MESB	KASTHURI A/P SATAYANAZAM	83016541
SCG	MESB	VANITHA A/P MANOHARAN	83016542
SCG	MESB	JAYAMALAR A/P MANOHARAN	83016543
SCG	MESB	NOOR AZLINA BINTI MOHD YUSOP	83016545
SCG	MESB	MALIAH BINTI OTHMAN	83016561
SCG	MESB	HAZELINA BINTI HARUN	83016577
SCG	MESB	NALINY A/P SELADURAI	83016588
SCG	MESB	SUBARDINI BT KATIMIN	83016613
SCG	MESB	FARINA BINTI LOKMAN	83016614
SCG	MESB	VANITHA A/P PARAMASIVAM	83016647
SCG	MESB	JANAKI A/P SINNASAMY	83016685
SCG	MESB	SUPPAMMAH A/P G. PAVADAI	83016751
SCG	MESB	MALIKA A/P KUNJAPPAN	83016752
SCG	MESB	VIKNESWARAN A/L RAMAN	83016804
SCG	MESB	NAGARAJAN A/L VISUNATHAN	83016806
SCG	MESB	NORMA BINTI RAMLI	83016823
SCG	MESB	HALWANI BT HASSAN	83016832
SCG	MESB	HARTINI BINTI RIPIN	83016837
SCG	MESB	SITI HALIMAH BINTI BAKAR	83016840
SCG	MESB	FARIDAH BINTI HAJI MAHMUD	83016860
SCG	MESB	SHARIDAH BINTI UJANG	83016866
SCG	MESB	RAJESWARY A/P RAMASAMY	83016872
SCG	MESB	SURINDER KAUR A/P HARJIT SINGH	83016880
SCG	MESB	NOR AZLINA BINTI ALIAS	83016897
SCG	MESB	WAN ROSTEE BINTI MOHAMAD HUSSIN	83016984
SCG	MESB	SUHAIDA BINTI ABDUL SUKUR	83016987
SCG	MESB	MOHD AZLAN BIN DOLLAH	83016996
SCG	MESB	MUHAMMAD SAIFUL RIZAM BIN MD KHALIB	83016997
SCG	MESB	MARHANA BINTI MOHD PADLI	83017005
SCG	MESB	ERMA SHARMIZA BINTI ABDUL RAHIM	83017017
SCG	MESB	ISMADALITA BINTI ABD RAIS	83017018
SCG	MESB	FUZIAH BINTI MAJID	83017020
SCG	MESB	POZIAH BINTI YUSOF	83017027
SCG	MESB	NORSHIAH BT NORDIN	83017032
SCG	MESB	RAHAYU BINTI ABU HASSAN	83017044
SCG	MESB	MAIMON BINTI ALIAS	83017046
SCG	MESB	NOR AZAH BINTI AZIS	83017058
SCG	MESB	HASNAH BINTI HASSAN	83017059
SCG	MESB	NORMAH BINTI MOHD NOH	83017077
SCG	MESB	KAMARIYAH BT ADAM	83017120
SCG	MESB	NOR ZUHAILA BINTI BORHAN	83017173

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	KANAGAVALII A/P SURAMANIAM	83017210
SCG	MESB	ZURIANA BINTI MOHD ZAIN	83017224
SCG	MESB	ZAMREE BIN AHMAD	83017269
SCG	MESB	ZAZLIA BINTI MOHD YUSOF	83017290
SCG	MESB	MUHAMMAD FAIZUL BIN MD SAAT	83017344
SCG	MESB	PAIROS BT AB. GHANI	83017401
SCG	MESB	KASMAWATI BINTI MOHD YUSOFF	83017454
SCG	MESB	NORMAH BT MOHD YUSOF	83017537
SCG	MESB	LETCHUMIAMMAH A/P SUBRAMANIAM	83017558
SCG	MESB	NORHAYATI BTE MUHAMMAD	83017613
SCG	MESB	AZLI SHAM BIN KHAIRUDDIN	83017630
SCG	MESB	MOHAMAD KADIR B. ABDUL KARIM	83017722
SCG	MESB	CHU KIM SWEE	83017742
SCG	MESB	MOHD YUSNIZAM BIN MINHAT	83017748
SCG	MESB	MOHD AZALI BIN ABU	83017749
SCG	MESB	NANI SUHAILAH BINTI ABDUL RAHMAN	83017791
SCG	MESB	JEYANTHI A/P VALAITHAM	83017846
SCG	MESB	MAZURA BINTI TAHAR	83017847
SCG	MESB	MAZNAH BT ADAM	83017882
SCG	MESB	NORSITAH BTE MOHAMAD	83017885
SCG	MESB	ROSNEH BTE ABD JALIL	83017897
SCG	MESB	HASLIZA BT DERAMAN	83017914
SCG	MESB	MATIAH BINTI ARIB	83017917
SCG	MESB	HAMIZAN BIN JAAFAR	83017932
SCG	MESB	ANIEZA BT AHMAD	83017957
SCG	MESB	ANUAR BIN MOHD SAID	83017963
SCG	MESB	MAZRAH BT MOHD ZIN	83018016
SCG	MESB	AZLI BIN MOHAMAD RAN	83018036
SCG	MESB	MUHAMAD FAUZI BIN YAHYA	83018038
SCG	MESB	NORZAIDI BIN MD NOR	83018039
SCG	MESB	ZULKIFLI BIN MAT	83018075
SCG	MESB	ABD MALEK BIN ABD GHANI	83018082
SCG	MESB	MASNITA BINTI MOHD	83018135
SCG	MESB	NORSALILIWATI BINTI MOHAMED SALLEH	83018176
SCG	MESB	NESAMALAR A/P VERAMALI	83018248
SCG	MESB	MOHD YAZID BIN LATIFF	83018260
SCG	MESB	ROSNAH BINTI IMSAIL	83018292
SCG	MESB	ZAITON BINTI IMSAIL	83018293
SCG	MESB	HEZALINDA BINTI ABDUL JAMAL	83018296
SCG	MESB	KHADIJAH BINTI HUSSIN	83018297
SCG	MESB	SERI SARBARNUM BINTI AB RAHMAN	83018302
SCG	MESB	ACHMAD FAIZUL BIN BOLIA	83018306

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ROSELEIN A/P DAVID	83018307
SCG	MESB	FAZULITA AZMA BINTI AMIR HAMZAH	83018326
SCG	MESB	RUSNAH BINTI MD YUSOFF	83018332
SCG	MESB	ROSMAWARNI BINTI MOHD ISA	83018351
SCG	MESB	MUHAMMAD BIN HASSAN	83018357
SCG	MESB	KETHA A/P RALATHI @ KANNIA SEELAN	83018359
SCG	MESB	NORAFI ZAL BIN YAAKOP	83018362
SCG	MESB	MARLIKA A/P RENGASAMY	83018396
SCG	MESB	SUZITA BINTI KAMARUDDIN	83018418
SCG	MESB	NORRIZAH BINTI HARUN	83018424
SCG	MESB	FADILLAH BT MARJURI	83018445
SCG	MESB	FAZLYA ASYURA BINTI MOHAMMAD NOOR	83018446
SCG	MESB	NELLY ARIYANTY BINTI KAMARALZAMAN	83018449
SCG	MESB	SALMAH BINTI MD YUSOH	83018454
SCG	MESB	NORAIDA BINTI MISPAH	83018473
SCG	MESB	ROHANA BINTI MATMAN	83018478
SCG	MESB	ZABINAH BINTI SAAT	83018481
SCG	MESB	PNITAH A/P SUNDRARAJ	83018496
SCG	MESB	NORHAYATI BINTI ZAINAN	83018503
SCG	MESB	NOR FARIZA BINTI MUHAMMAD NOR	83018560
SCG	MESB	ALAGHEE A/P P. PITCHAYA	83018563
SCG	MESB	AZIZAH BINTI MD JAN	83018612
SCG	MESB	MARILYN MINDA ANAK ENKULAU	83018614
SCG	MESB	SITI SALIZA BINTI ZAKARIA	83018617
SCG	MESB	NORAZIZAH BINTI HASSAN	83018730
SCG	MESB	SUZAYA BINTI SALLEH	83018733
SCG	MESB	NORHAFIZAH BINTI MOHD NOR	83018791
SCG	MESB	NORAI DAYATI BINTI ABDUL KADIR	83018795
SCG	MESB	FARID BIN AHMAD	83037627
SCG	MESB	SELLAPAN A/L S MUTHUCHELLAPAN	83007510
SCG	MESB	CHOY CHAN YONG	83007524
SCG	MESB	LOH BOON SZE	83008062
SCG	MESB	ABD GHANI KEDAH	83008786
SCG	MESB	TEE PUAT HWEY	83009586
SCG	MESB	ROSELI BIN MOHD YUSOF	83012896
SCG	MESB	WILLIAM JOSHUA A/L JAMES JOSHUA	83014522
SCG	MESB	ABDUL RAHMAN B ABD MALEK	83001177
SCG	MESB	SUZANA BT ABDULLAH	83006599
SCG	MESB	NOORSHAM BIN OTHMAN	83007646
SCG	MESB	ABDUL RAZAK BIN AZIZAN	83008409
SCG	MESB	MOHD BADARUDIN BIN ABD MAJID	83012831

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ZAKARIA BIN HASHIM	83015696
SCG	MESB	ZALIHA BTE HASSAN	83000338
SCG	MESB	PUVANANDRAN S/O KARUPPIAH	83002889
SCG	MESB	GANESA MOORTHY SUBRAMANIAM	83003393
SCG	MESB	D RAMACHANDRAN S/O DURAISAMY	83004469
SCG	MESB	LAU SIONG CHO	83006392
SCG	MESB	MOKHTAR BIN MAMAT	83006570
SCG	MESB	LOW SENG CHUAN	83007397
SCG	MESB	MARK ANAND THOMAS	83009226
SCG	MESB	AMIR RASLAN BIN YAHYA	83009286
SCG	MESB	AHMAD DARZI BIN UMAR	83010564
SCG	MESB	LIM JEW TUANG	83011550
SCG	MESB	HANAZLI BIN ABDUL HALIM	83011551
SCG	MESB	MOHD YUSOF BIN ABDULLAH	83012081
SCG	MESB	KHAIRANI BTE MUKTAR	83012100
SCG	MESB	MAZLAN BIN JELAVADIN	83012161
SCG	MESB	M KUMARAN A/L MARIMUTHU	83012323
SCG	MESB	SAIFUL ALJUFFRY BIN OSMAN	83012564
SCG	MESB	LEE CHEE HWEE	83012835
SCG	MESB	RAVEE A/L RAMASAMY	83012907
SCG	MESB	WONG WEI CHUAN	83013096
SCG	MESB	CHONG NGAI YUIN	83013098
SCG	MESB	VIKNESWARAN A/L SINNIHIAH	83013102
SCG	MESB	LIM YEW KUIN	83013420
SCG	MESB	THINAKARAN A/L M. GOVINDASAMY	83013446
SCG	MESB	LEONG YEOW LEE	83013552
SCG	MESB	ANANDTHAN A/L KRISHNASAMY	83013575
SCG	MESB	MD RAZMI BIN ABDUL KARIM	83015574
SCG	MESB	ROFLIZAN BIN IBRAHIM	83015634
SCG	MESB	RAJASEGARAN A/L SAMIKANNU	83015691
SCG	MESB	YAP KIM WAH	83015735
SCG	MESB	TAN CHEE SENG	83016224
SCG	MESB	TAN HOU SIONG	83016904
SCG	MESB	NOOR MOHAMMAD IZAAZUL AKBAR BIN ISHAK	83016952
SCG	MESB	SHEILA DEVI A/P RAMAN	83017206
SCG	MESB	GANESAN A/L PONNUSWAMI	83017527
SCG	MESB	NG CHEW YAN	83017595
SCG	MESB	WONG CHEE KEONG	83017704
SCG	MESB	ABDUL RAZAK BI M. IDRIS	83017763
SCG	MESB	LIM CHONG DIEN	83017768
SCG	MESB	MUNIANDY A/L SHUNMUGAM	83017838
SCG	MESB	PRAKESH A/L V. SUBRAMANIAM	83017977
SCG	MESB	RAYMOND LEE KUAN SENG	83017997
SCG	MESB	KWAN CHEE KEONG	83018225

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	KUMARAN A/L KRISHNAN	83018531
SCG	MESB	MOHD AZAHAR BIN MOHD NOOR	83018532
SCG	MESB	REZAWATI BINTI ISMAIL	83018721
SCG	MESB	AFIZA HARTINI BINTI ZULKIFLI	83018739
SCG	MESB	MAHSURI BT ADAM	83000036
SCG	MESB	PHILOMENA D/O LOUIS	83000045
SCG	MESB	B PADMANABAN	83000243
SCG	MESB	VINCENT P LOURDES	83000363
SCG	MESB	BADRULHISHAM B AB RAHMAN	83000366
SCG	MESB	JUNAIDAH ONG BINTI ABDULLAH	83000620
SCG	MESB	TANG KOOK LEONG	83003232
SCG	MESB	WONG FOOK SENG	83003425
SCG	MESB	RAJASAGARAN S/O GOVINDARAJOO	83004084
SCG	MESB	GOBAL A/L DEVARAJOO	83004401
SCG	MESB	AB AZIZ BIN ABDULLAH	83004413
SCG	MESB	MOHD JOHARI BIN JAAFAR	83004809
SCG	MESB	MOHD NASIR B MOHD MASBAH	83005031
SCG	MESB	CHUA TIOW ENG	83005367
SCG	MESB	LORHENDREN S/O PARUMAL	83005371
SCG	MESB	PRENTHAVAN A/L SELVANAYAKAM	83005671
SCG	MESB	LOY SAI YU	83005743
SCG	MESB	HON KAI MOO	83005830
SCG	MESB	KAMARUDIN BIN OTHMAN	83006346
SCG	MESB	CHAN MAY PING	83006355
SCG	MESB	JOHARI AMRAN B WAZIR	83006514
SCG	MESB	ABDUL RAZAK B TAJUL AMAR	83006681
SCG	MESB	NAHARUDIN BIN HASHIM	83006870
SCG	MESB	MUHAMMAD NANDA BIN ABDULLAH	83006873
SCG	MESB	YAP YIEN FONG	83007063
SCG	MESB	SURESH KUNALAN	83007515
SCG	MESB	ONG CHUN KIE	83007546
SCG	MESB	VADIVELLOO S/O KRISHNAN	83008090
SCG	MESB	ZAHARI BIN ALI	83008230
SCG	MESB	LOH CHEE CHIN	83008243
SCG	MESB	VENKATARAMANA S/O APPALANAIDU	83008248
SCG	MESB	PALANISAMY A/L PALANY	83008300
SCG	MESB	MOHD MISRI BIN DOLLAH KANAN	83008537
SCG	MESB	ROSMAN BIN MANSOR	83008585
SCG	MESB	NAVENDRAN A/L M. DORAISAMY	83008632
SCG	MESB	NATHAN SOMAYAH	83008744
SCG	MESB	HASHINORDIN BIN HASHIM	83008789
SCG	MESB	MOHAN A/L RAMASAMY	83009136
SCG	MESB	NOOR DAHALAN B HASHIM	83009151
SCG	MESB	MOHD ZULKAMAL PUNNIA BIN ABDULLAH	83009244

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MESB	HAMDAN BIN LAM	83009326
SCG	MESB	FAISAL BIN ZAINUDDIN	83009341
SCG	MESB	MOHD RIDZRUAN BIN ABU	83009345
SCG	MESB	AMIR HAMZAH BIN ISMAIL	83009389
SCG	MESB	TAN SENG LEE	83009446
SCG	MESB	SEGAR S/O KUPPUSAMY	83009737
SCG	MESB	HALIMY MAHENDRA BIN NAZARUDDIN	83009740
SCG	MESB	ABD MUTOLIB BNIN ABD WAHAB	83010563
SCG	MESB	HARMOHAN SINGH A/L HARDAM SINGH	83010566
SCG	MESB	SUHAIZAN BIN MOHD SABUDIN	83010662
SCG	MESB	SURIAKUMAR A/L SUBRAMANIAM	83010667
SCG	MESB	WONG CHOON WEI	83010687
SCG	MESB	RUDZI BIN USOR	83010729
SCG	MESB	SAUFI BIN ZAKARIA	83010730
SCG	MESB	RAMLI BIN MOHD AHIR	83010914
SCG	MESB	MOHD ADY SHAHRIN B SABIRIN	83011010
SCG	MESB	ANITA BT MOHD @ SEMAN	83011035
SCG	MESB	HO JENN THAIR	83011036
SCG	MESB	AZMI ABDULLAH	83011210
SCG	MESB	AMRAN BIN OTHMAN	83011211
SCG	MESB	AMRAN BIN AB RAHMAN	83011449
SCG	MESB	ZULKIPLI BIN AHMAD	83011458
SCG	MESB	MOHD SHAHRIL BIN ISMAIL	83011459
SCG	MESB	MOHD NORDIN B MOHD ZIN	83011584
SCG	MESB	CHOI KOK TONG	83011586
SCG	MESB	CHOY SOON SING	83011750
SCG	MESB	VALLIADAM A/L MURUGAYAH	83011751
SCG	MESB	LEE BOON TIONG	83011764
SCG	MESB	GEALE FONSEKA	83012162
SCG	MESB	SHAROM BIN REDZUAN	83012324
SCG	MESB	KUMARA RAJA A/L CHINNATHAMBY	83012636
SCG	MESB	VASUTHEVAN A/L NANUKUTTAN PILLAI	83012645
SCG	MESB	MOHAMAD HIDZIR ABDUL GHANI	83012829
SCG	MESB	NOOR AZIZ IBIN HASHIM	83012902
SCG	MESB	ZAMANI B KANDIS	83013251
SCG	MESB	RAJASEGARAN S/O SUBBAIAH	83013300
SCG	MESB	PALANIAPPAN A/L SUNDRAM	83013301
SCG	MESB	MANIMARAN A/L BALAKRISHNAN	83013303
SCG	MESB	HOW CHOON ANN	83013395
SCG	MESB	MD YUSOF BIN SILONG	83013529
SCG	MESB	SUNDRAMURTHI A/L JOSHUA	83013531

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	ALANAS BIN HUSIN	83013551
SCG	MESB	LEE YUE MING	83014183
SCG	MESB	JOHN ARULDASS A/L ARUL JAYAPAL	83014434
SCG	MESB	SITI HALIJAH BINTI TALIB	83014478
SCG	MESB	NALLAKARUPPAN A/L MANIKAM	83014479
SCG	MESB	THEVARAJAN S/O AYANARAPPAN	83014557
SCG	MESB	ROZALI BIN AB MANAF	83014769
SCG	MESB	BALAKRISHNAN S/O SUNDARAJU	83015051
SCG	MESB	MOHD NAZIRILLAH BIN OTHMAN	83015123
SCG	MESB	OTHMAN BIN ABD RAHMAN	83015302
SCG	MESB	SUBARAMNIYM A/L SENIVASAN	83015306
SCG	MESB	PREMUKUMAR A/L SUHANDIRA VIRAN	83015312
SCG	MESB	MOHD RAZIP BIN SAMAN	83015467
SCG	MESB	JAGJEET SINGH S/O AJMIR SINGH	83015523
SCG	MESB	ZAMRI BIN ALUS	83015635
SCG	MESB	KAMARUZAMAN BIN MOHAMAD ALI	83015692
SCG	MESB	ANBALAGAN A/L ADAKIAN	83015694
SCG	MESB	LIM BOON KEONG	83015733
SCG	MESB	ANDREW A/L LUKAS	83015737
SCG	MESB	ZAMRI BIN MAHMOOD	83015738
SCG	MESB	CHOW WAI TUCK	83015739
SCG	MESB	SIVA SUPPU S/O RAMASAMY	83015748
SCG	MESB	SULAIMAN BIN ABD WAHAB	83015781
SCG	MESB	SENGGARAN A/L SOOINARAYANAN	83015787
SCG	MESB	CHON KOK YIN	83015809
SCG	MESB	KAMARUZAMAN BIN YAACOB	83015817
SCG	MESB	THIAKU A/L VYTHILINGAM PILLAI	83017152
SCG	MESB	HOW KOK CHUNG @ HO KOK CHUNG	83017306
SCG	MESB	ADZHAR BIN ALIAS	83017603
SCG	MESB	WANG SOON WEI	83017709
SCG	MESB	MOHD YUSNI BIN MOHD YUSOFF	83017728
SCG	MESB	CHANHIRAVANNAN A/L SUBRAMANIAM	83017762
SCG	MESB	HASPIRUDIN BIN BASIRON	83017773
SCG	MESB	GOBU A/L VANNIMUTHU	83017843
SCG	MESB	SHAMSUDIN BIN ABU	83017866
SCG	MESB	SAIFUL BAHARI BIN TALIB	83017928
SCG	MESB	WONG POH HENG	83017994
SCG	MESB	NARENDRA A/L HARICHANDRA	83018007
SCG	MESB	YOHANANTHAN A/L VIVEGANANTHAN	83018101
SCG	MESB	SAIFUL AZMI BIN HAMZAH	83018105
SCG	MESB	TAMIL SELVAN A/L THIRUMALAI	83018129
SCG	MESB	WAN MOHD ZUHAIRIN BIN MD ZAKI	83018130

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MESB	NISMAN BIN WAGIH	83018578
SCG	MESB	DOROTHY FERNANDEZ	83003270
SCG	MESB	DARLING VIJAYA KUMARI A/P KUMARAN	83006299
SCG	MSSB	JAHARAN NGADIRON	83001166
SCG	MSSB	NOREELA AMAT	83002245
SCG	MSSB	MISCHOM MOHD ARIF	83002495
SCG	MSSB	RAKIAH BAHARUDIN	83002801
SCG	MSSB	TAN BEE FEN	83004150
SCG	MSSB	SHARIFAH AZWAN SYED ALI	83004276
SCG	MSSB	RABIAH KASIM	83004563
SCG	MSSB	NORLIAH BT SHARARUDIN	83005981
SCG	MSSB	TENGKU SALWA BT TENGKU REDZUAN	83005986
SCG	MSSB	PARVATHY A/P CHAKARAPANY	83005988
SCG	MSSB	ZAINAB BT OMAR	83006341
SCG	MSSB	ROKIAH BT GHAFAR	83006439
SCG	MSSB	NORIDAH BINTI NUNET	83006843
SCG	MSSB	AZIZAH BT ABDULLAH	83007992
SCG	MSSB	SHILA NAIR A/P SREENIVASAN	83008495
SCG	MSSB	ZALEHA BTE BAHARIN	83008598
SCG	MSSB	YUSRIANI BT MD YUSOFF	83008664
SCG	MSSB	FOUZIA BTE MAHAMAD HAML I	83008809
SCG	MSSB	ZAITON BTE HASHIM	83009112
SCG	MSSB	RUSNAH BTE RAMLI	83009857
SCG	MSSB	HARIYATI BTE MOHAMAD	83010036
SCG	MSSB	ROHAYA BTE AHMAD	83010231
SCG	MSSB	NORAZAH BTE AB AZIZ	83010341
SCG	MSSB	SARIDAH RAHMAT	83010407
SCG	MSSB	ROZZIAH BT RAHMAT	83010437
SCG	MSSB	ROSMALIZA BT ROSLY	83010559
SCG	MSSB	ZUNALIZA BTE RAMLAN	83010770
SCG	MSSB	CHITTRA A/P MUNION	83011107
SCG	MSSB	KALIAMAH A/P MUNIANDY	83011501
SCG	MSSB	AZMAH BTE KHALID	83012475
SCG	MSSB	NORA BINTI MOHAMAD	83013189
SCG	MSSB	ZALEHA BTE YAAKUB	83014426
SCG	MSSB	FATIMAH BINTI OMAR	83017103
SCG	MSSB	MARIANI MASARI	83000085
SCG	MSSB	MIDAH A TALIB	83000676
SCG	MSSB	MAZNAH MANAP	83000711
SCG	MSSB	NORMA MD NOR	83001212
SCG	MSSB	HABSHAH BT OTHMAN	83001605
SCG	MSSB	EMRAH HJ ABD RAHMAN	83001929
SCG	MSSB	RUDZIAH AHMAD	83002349

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NAHOO KRISHNAN	83002366
SCG	MSSB	SEPIAH TAHA	83002388
SCG	MSSB	BEDAH BAHARUN	83002444
SCG	MSSB	RAZIAH ELIAS	83002450
SCG	MSSB	NORMAH SALIM	83002469
SCG	MSSB	KAMSIAH KHAMID	83002552
SCG	MSSB	ZAWIYAH ISA	83002579
SCG	MSSB	HASNAH ABD MAJID	83002862
SCG	MSSB	UBAIDAH MD NOR	83003191
SCG	MSSB	NORHAYATI HAMZAH	83003276
SCG	MSSB	THAM YOCK LAN	83003610
SCG	MSSB	SHARIYAH SHAMSUDIN	83003680
SCG	MSSB	SATHEESWARI MUNISAMY	83003721
SCG	MSSB	HASNAH SHININ	83003818
SCG	MSSB	ZAINUN RASIP	83003842
SCG	MSSB	SHARIFAH AB HAMID	83003903
SCG	MSSB	ASMAM YAACOB	83003932
SCG	MSSB	SABARIAH ISMAIL	83003933
SCG	MSSB	AZIZAH ISHAK	83004327
SCG	MSSB	BADARIAH ABD SAHAK	83004509
SCG	MSSB	SARAH BUDIN	83004524
SCG	MSSB	NORHASNI ALOM	83004600
SCG	MSSB	HAMINAH SHARIFF	83004676
SCG	MSSB	SITI MARIAM MD TAP	83004789
SCG	MSSB	SAW LEA SENG	83004853
SCG	MSSB	NORIAH JAAFAR	83004929
SCG	MSSB	ROSIMAH JUMAAT	83005083
SCG	MSSB	NORIZAH SULAIMAN	83005288
SCG	MSSB	SARATHA SUBRAMANIAM	83005380
SCG	MSSB	NOR ASMAM YAHYA	83005463
SCG	MSSB	NORLAILA HASHIM	83005515
SCG	MSSB	NOR BT WAHAB	83006108
SCG	MSSB	FAUZIAH HANIM BT ARSHAD	83006109
SCG	MSSB	KADARIAH BT Z ABIDIN	83006186
SCG	MSSB	HAMIDAH IBRAHIM	83006216
SCG	MSSB	ZAINON BT ALIM	83006288
SCG	MSSB	SHARIPAH BT HJ NORDIN	83006433
SCG	MSSB	ROSLAILI BT JUNAN	83006450
SCG	MSSB	AINAH KASSIM	83006604
SCG	MSSB	SHARIFAH BT SULAIMAN	83006642
SCG	MSSB	ROHANI BT YUSOFF	83006668
SCG	MSSB	RUSNANI BINTI ABDUL HAMID	83006678
SCG	MSSB	MUTHAMMAH A/P VELAEDEN	83006692
SCG	MSSB	ZAUWIYAH BT MAT JUSOP	83006714
SCG	MSSB	SRI LATHA A/P SELLAMUTHU	83006821

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	KAMISAH BT KARIB	83006846
SCG	MSSB	NIRMALA THEVY D/O PALANISAMY	83006894
SCG	MSSB	MAZANAH BTE MOHD ZAIN	83006948
SCG	MSSB	NORSHAM IBRAHIM	83006975
SCG	MSSB	NORLIZA BTE HASHIM	83006992
SCG	MSSB	NORAINI HUSSIN	83006993
SCG	MSSB	NORLELA BT BUSIN	83007007
SCG	MSSB	ZALEMA BT MOHD AWAL	83007013
SCG	MSSB	NORAZIZAH ABDULLAH	83007024
SCG	MSSB	ZAINAB BT MAHMUD	83007032
SCG	MSSB	ROSZALINA BT MOHAMMAD ALI YASIN	83007052
SCG	MSSB	PUSHPALATHA FRANCIS JAVIER	83007094
SCG	MSSB	ROHANA BTE ABDULLAH	83007110
SCG	MSSB	M MUNIAMAH A/P MUNUSAMY	83007155
SCG	MSSB	LAW CHEE FEE	83007203
SCG	MSSB	TAMILKODI A/P SAMIKKANDO	83007228
SCG	MSSB	SALIAH BT MOHD TAB	83007237
SCG	MSSB	ROHANI BT ABDUL JALIL	83007281
SCG	MSSB	USHARANI A/P KRISHNASAMY	83007298
SCG	MSSB	SIOW LEE CHING	83007366
SCG	MSSB	SITI FATIMAH BT TALIB	83007425
SCG	MSSB	SARIMAH MAAROF	83007437
SCG	MSSB	ZALINA JIDIN	83007442
SCG	MSSB	J P SHELLY	83007803
SCG	MSSB	HAMIDAH BT MANAT	83007813
SCG	MSSB	ERAWATI BAHARUDIN	83008007
SCG	MSSB	ZURAYA BTE MAT ALI	83008020
SCG	MSSB	KHALIMAH BINTI MUSA	83008059
SCG	MSSB	FRANCISCA NGU KEI ING @ FARIDAH ABD	83008102
SCG	MSSB	NORRIZA OSMAN	83008107
SCG	MSSB	NOORESHEDA ESMAIL	83008115
SCG	MSSB	LAW CHEE WANN	83008235
SCG	MSSB	MAGESWARY D/O BATUMALAI	83008337
SCG	MSSB	MAZLIN BINTI ABDUL AZIZ	83008351
SCG	MSSB	LIAU CHAI FOONG	83008367
SCG	MSSB	KALAVATHY A/P SIVASAMY	83008371
SCG	MSSB	ZAHANUM HAJI ISA	83008374
SCG	MSSB	SITI RUSLINA BT MOHD ALI	83008377
SCG	MSSB	HAYATI BTE KAMARUDIN	83008662
SCG	MSSB	NORLIA MALEK	83008671
SCG	MSSB	ZAITON BTE OTHMAN	83009018
SCG	MSSB	SAHIDAH BTE KASIM	83009047
SCG	MSSB	SELVARANI A/P PERUMAL	83009090

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORAIN BTE ALIAS	83009113
SCG	MSSB	NOR ESAH BT ABD MANAP	83009121
SCG	MSSB	K MALA A/P KARUPPIAH	83009271
SCG	MSSB	SELVARANI A/P GOBALASINGAM	83009536
SCG	MSSB	NORILYAH ABD MANAN	83009540
SCG	MSSB	MARIAIE A/P MARIAPPAN	83009549
SCG	MSSB	SAKTHI NEELA A/P VADIAPPAN RAMAN	83009706
SCG	MSSB	SANTHA A/P PACKIRISAMY	83009708
SCG	MSSB	ROHAIDA BTE RAMLI	83009763
SCG	MSSB	SHARIFAH HASLINA SYED AHMAD	83009765
SCG	MSSB	ARBAIYAH MOHTAN	83009795
SCG	MSSB	NORFADZILAH BTE MOHD ISHAK	83009805
SCG	MSSB	NOR AFIZAH BINTI MOHAMMAD DAUD	83009876
SCG	MSSB	NIK ROPIZAH BINTI DERAHIM	83009689
SCG	MSSB	HALIMATUSAADIAH ABD KUDUS	83009960
SCG	MSSB	ARDILETCHUMY A/P RAJAGOPAL	83009996
SCG	MSSB	SITI HAIDA BINTI NURAN	83010047
SCG	MSSB	ZAINOOR BT BAHARUDDIN	83010078
SCG	MSSB	PREMA A/P RAMAN	83010088
SCG	MSSB	ZAINAH BTE DOLLAH	83010126
SCG	MSSB	NORMANIDA BTE SALEH	83010204
SCG	MSSB	NORIMAH BINTI IDRIS	83010214
SCG	MSSB	BUNING AK LUYOH	83010255
SCG	MSSB	KALSUM MOHD SAID	83010277
SCG	MSSB	MURUGAYEE A/P C MAPAPPAN	83010302
SCG	MSSB	NORHAYATI ZAKARIA	83010313
SCG	MSSB	ROSEMALAWATI BT SHAMSUDDIN	83010326
SCG	MSSB	FHARIDAH BT MOHD DZALAN	83010344
SCG	MSSB	MARIAYEE D/O SUBRAMANIAM	83010348
SCG	MSSB	S SANTHI A/P SANKU PILLAI	83010351
SCG	MSSB	ROSFARIZAH BTE MD JAN	83010353
SCG	MSSB	ROSMAWATI BINTI MANAP	83010363
SCG	MSSB	SITI AZURA BTE NAJURI	83010365
SCG	MSSB	KALAISELVI A/P SUPPIAH	83010396
SCG	MSSB	NORZALI BINTI SAIMON	83010399
SCG	MSSB	KASLIZANA BTE ABD WAHAB	83010408
SCG	MSSB	JUNAINAH BTE JAMAHARI	83010444
SCG	MSSB	ROHANI BINTI HUSAINI	83010452
SCG	MSSB	KAMARIAH BTE SHARIF	83010459
SCG	MSSB	SITI NOR BT MAT	83010522
SCG	MSSB	ZURAINAH BTE NEDI	83010536
SCG	MSSB	ROBIAH BTI HJ ABD HALIM	83010682
SCG	MSSB	CHANDRA A/P KUPPUSAMY	83010693

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORAIDAH BT RABU	83010697
SCG	MSSB	NOR HAYATI BTE MOHD NOR	83010725
SCG	MSSB	BAWANI A/P MANIAM	83010739
SCG	MSSB	NORSHAMSURAYA BT HARUN	83010744
SCG	MSSB	NOR AZIAH BTE ISMAIL	83010956
SCG	MSSB	UMI KALSOM BTE ABD KARIM	83011005
SCG	MSSB	ROHANI BTE MD ZIN	83011118
SCG	MSSB	HAMIZA BTE ADAM	83011413
SCG	MSSB	SUHAILA BT MD SHARIF	83011780
SCG	MSSB	ZAINAB BT ATIFF @ ATEK	83011785
SCG	MSSB	NORIZA BT ISA	83011797
SCG	MSSB	NORHAYATI BTE ABD MUBIN	83011801
SCG	MSSB	NORSAMSINAR BT YAAKOB	83011952
SCG	MSSB	MAZNI BINTI YAHYA	83012001
SCG	MSSB	MUNIAMAH A/P RAJOO	83012138
SCG	MSSB	NORMALIZA BINTI ZULKAPLI	83012142
SCG	MSSB	RAJA MAZLAN BT RAJA SAH	83012205
SCG	MSSB	NG SAU PING	83012237
SCG	MSSB	MARIYAMMA A/P KALIMUTHU	83012260
SCG	MSSB	ISMAYATI BTE YAHYA	83012335
SCG	MSSB	BASIAH BTE ALIAS	83012398
SCG	MSSB	SUHAILA BTE KHALID	83012476
SCG	MSSB	NORASHIKIN BT MD YUNUS	83012528
SCG	MSSB	FATIMAH BINTI HAJI HUSAIN	83012538
SCG	MSSB	JANAKI A/P RAMAN	83012579
SCG	MSSB	RUSMIZA BINTI YAHAYA	83012586
SCG	MSSB	NORLIDAYATI BTE YAHAYA	83012623
SCG	MSSB	THULASIRANI A/P PERUMAL	83012659
SCG	MSSB	NORIERU BTE ABDULLAH	83012700
SCG	MSSB	JUNAINAH BT. MUSA	83012704
SCG	MSSB	FARIDAH BT. IDRIS	83012705
SCG	MSSB	SHARIMAH BINTI NORDIN	83012720
SCG	MSSB	RAHIMAH BT ABDUL RAHMAN	83012730
SCG	MSSB	SALEHA BINTI SHARIFF	83012804
SCG	MSSB	SARASWATHY A/P PALANISAMY	83012870
SCG	MSSB	RAINA BTE ABU	83012884
SCG	MSSB	MARINA BINTI SALEH	83012925
SCG	MSSB	NORYATI BINTI WAHID	83012936
SCG	MSSB	LILY A/P VALAYUDHAM	83012940
SCG	MSSB	SUZANA BINTI HASSAN	83012952
SCG	MSSB	LECHEMI A/P SAINASY	83012963
SCG	MSSB	MASLINDA BINTI ABU	83012984
SCG	MSSB	NOOR HAYATI BINTI OTHMAN	83013020
SCG	MSSB	ZAIVADAH BINTI NORDIN	83013061
SCG	MSSB	KRISHNAVENI A/P PARAMASEVAM	83013064

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	ROZIEDAR BINTI MOHD FUZI	83013094
SCG	MSSB	NORFAIZAH BTI ZAINAL	83013119
SCG	MSSB	KRISHNAVANY D/O VEERASINGAM	83013123
SCG	MSSB	SHOBA NAIR D/O RAMAN	83013245
SCG	MSSB	ZAITON BT BIDIN	83013275
SCG	MSSB	NORHAMIDA BTE MOHD NOOR	83013345
SCG	MSSB	ROSINA BINTI ABD. RAHMAN	83013373
SCG	MSSB	SITI ROSHIDAH BT A. RAHMAN	83013602
SCG	MSSB	AZLIAWATI BINTI ZAINUDDIN	83013746
SCG	MSSB	NORZAINI BTE MD LAZIN	83013782
SCG	MSSB	MASLINDA BT ISHAK	83013789
SCG	MSSB	AZALEHA BINTI AWALLUDDIN	83013828
SCG	MSSB	HASNAH BINTI ABDULLAH	83013842
SCG	MSSB	FAUZIAH BT SIHAT	83013858
SCG	MSSB	JAYANTHIE A/P SUPRAMANIAM	83013864
SCG	MSSB	ROHAYAH BT TALIB	83013873
SCG	MSSB	NORAZLINDAYATI BT YAHAYA	83013954
SCG	MSSB	SIVAMALAR A/P PARAMASIVAM	83013963
SCG	MSSB	ZAIDA BINTI ZAKARIA	83014012
SCG	MSSB	SIAH BBINTI ALI	38014054
SCG	MSSB	SITI ZAFARAN BTE AHMAD	83014241
SCG	MSSB	RAJAMANI A/P DHANARAJU	83014299
SCG	MSSB	ZAINON BT KHAMAR	83014347
SCG	MSSB	MAZITAH BINTI ABD KADIR	83014441
SCG	MSSB	SHARIFAH BTE MOHAMMAD JANI	83014650
SCG	MSSB	MOHNI A/P MONOHAR	83014774
SCG	MSSB	NOOR SABREE BINTI MAD ZIN	83015041
SCG	MSSB	MARIAH BINTI RASIT	83015507
SCG	MSSB	ANNA BT MOHAMMAD	83016140
SCG	MSSB	LAILA BT MOHAMED YUSOF	83016198
SCG	MSSB	NORASIDAH BINTI ABD MANAN	83016240
SCG	MSSB	ROSLAN BIN BAHARUM	83016303
SCG	MSSB	MOHD HAMDAN BIN JANUDIN	83016305
SCG	MSSB	WAHIDAN BINTI MAMAT	83016320
SCG	MSSB	HASLINDA BINTI MOHD RADZI	83016344
SCG	MSSB	AZLINA BINTI MAMAT	83016350
SCG	MSSB	ROSILAWATI BINTI BAHTIYAR	83016438
SCG	MSSB	JULIA BINTI YAHAYA	83016557
SCG	MSSB	NOR AZLIDA BINTI BAHARIN	83016631
SCG	MSSB	NORHAIZAWATI BINTI ABU BAKAR	83016632
SCG	MSSB	SUWAJER BT ZAKARIA	83016634
SCG	MSSB	ROZAITI BINTI SHARIF	83016652
SCG	MSSB	RUSMAIRUHIDA BINTI ASMAIL	83016673
SCG	MSSB	SUHANA BT ALUWI	83016714
SCG	MSSB	NOORHAYATI BT SHAMSUDIN	83016716

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	GHULAM FATAMAH BINTI LALDIN	83016743
SCG	MSSB	THE ZULIYANA BINTI MD GHAZALLI	83016747
SCG	MSSB	ELLY SUZANNA BINTI JUSOH	83016780
SCG	MSSB	FAZLINA BINTI ELIAS	83016794
SCG	MSSB	JALIJAH BINTI HASSAN	83016825
SCG	MSSB	NOR AZIZAH BINTI MAHAT	83016826
SCG	MSSB	LIZA BINTI HOMAMED	83016855
SCG	MSSB	JULIANA BINTI MOHD YOSOF	83016957
SCG	MSSB	ZAIRAWATI BINTI IBRAHIM	83017055
SCG	MSSB	SURAYA BINTI LATIFF	83017063
SCG	MSSB	NORLITA BINTI MOHAMAD SIRUN	83017090
SCG	MSSB	KAMAZIAH BINTI ALIM	83017111
SCG	MSSB	SARINTAN BINT RAHMAT	83017177
SCG	MSSB	NOR LIDAH BINTI ABDUL WAHAB	83017207
SCG	MSSB	YUSNIZA BINTI YAACOB	83017376
SCG	MSSB	KRISHNA VENNI A/P ANDY	83017377
SCG	MSSB	NORLEEZA BINTI ZAINAL	83017461
SCG	MSSB	ROSMAWATI BINTI MOHD YUNUS	83017465
SCG	MSSB	NORHASNI BINTI ISMAIL MOKHTAR	83017473
SCG	MSSB	NORZAI BINTI NORAZMIR	83017474
SCG	MSSB	NOOR FAEZATUL EZWA BINTI SHAHARUDDIN	83017514
SCG	MSSB	MAHANI BT ABDULLAH	83017544
SCG	MSSB	ROZAINIE BT KAMARUZAMAN	83017547
SCG	MSSB	SUHANA BINTI MAHAT	83017554
SCG	MSSB	HASLINDA BINTI ABU HASSAN	83017583
SCG	MSSB	SUHANA BINTI ADAM	83017584
SCG	MSSB	ASMAM BOTY BT SIMAN	83017618
SCG	MSSB	NOR LISAH BINTI ABDUL RAUF	83017714
SCG	MSSB	NORHASYMIAH BINTI MOHAMMAD NOH	83017783
SCG	MSSB	SITI ZUBAIDAH BINTI MUSDARI	83017784
SCG	MSSB	KIRANJIT KAUR A/P PARAMJEET SINGH	83017908
SCG	MSSB	JASVINDER KAUR A/P PARAMJEET SINGH	83017909
SCG	MSSB	MURUGAN A/L MORGAN	83018343
SCG	MSSB	SHALINA BINTI HASSAN	83018498
SCG	MSSB	ZAIRANUDIN BIN ABDUL RAHMAN	83018627
SCG	MSSB	NORHALIZA BINTI MOHD YUNUS	83018650
SCG	MSSB	SITI ROHANI BINTI ZULKEFLI	83018653
SCG	MSSB	ASNANI BINTI ENDUT	81019390
SCG	MSSB	PARIDAH ABU BAKAR	83001412
SCG	MSSB	HANIM BT HASSAN	83002229
SCG	MSSB	AMRAH MANSOR	83003299

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SHAMSIAH IDEROS	83003656
SCG	MSSB	ZAITON IBRAHIM	83004516
SCG	MSSB	NORRAFIDA BTE MUSTAPA	83005973
SCG	MSSB	ZAKIAH ARSHAD	83005994
SCG	MSSB	HALINA BTE HAJI HALIM	83006899
SCG	MSSB	HAMIDAH BEGUAM BT MA RAFIQ BEG	83007001
SCG	MSSB	NORHALIZA BINTI HUSSIN	83009715
SCG	MSSB	SITI AISHAH BTE ABDUL GHANI	83009718
SCG	MSSB	MALLIGA A/P SINNASAMY	83009720
SCG	MSSB	MIDAH BTE ALI	83009798
SCG	MSSB	ALIZA BTE MUHAMAD	83009816
SCG	MSSB	RUZAIDAH BTE TOMIRAN	83009917
SCG	MSSB	HASNAH BT ZAINAL	83009955
SCG	MSSB	FAUZIAH BTE ABU BAKAR	83010106
SCG	MSSB	NAGALETCHUMY A/P A ANAMALAY	83010107
SCG	MSSB	SHAMSINA BTE MUHAMMAD	83010258
SCG	MSSB	MAWAR BTE ARIFFIN	83010440
SCG	MSSB	SITI AFSAH BT MOHD SHAFIE	83011039
SCG	MSSB	VALLIAMAH A/P MURUGAN	83012810
SCG	MSSB	NORRULHUDA BINTI ABDUL JAMIL	83013630
SCG	MSSB	ADELA A. TULIS	83013638
SCG	MSSB	SARINA BINTI ABDUL MANAP	83013686
SCG	MSSB	MUSNAZARIAH BINTI MUSTAPA	83013687
SCG	MSSB	MASIAH BTE OSMAN	83013761
SCG	MSSB	HARTINI BINTI MAT JASIN	83013863
SCG	MSSB	RAHMIAH BTI HUSIN	83013870
SCG	MSSB	ZAKIAH BTI HUSIN	83013870
SCG	MSSB	ZAKIAH BINTI MISRAM	83013887
SCG	MSSB	FAUZIAH BTE AHMAD	83014445
SCG	MSSB	NORITA BY ABU BAKAR	83014985
SCG	MSSB	AELINA BINTI MOHD NASIR	83016627
SCG	MSSB	SALMI BINTI RAMLI	83016741
SCG	MSSB	SAMSURI BINTI AHMAD	83016978
SCG	MSSB	AZIZAH BINTI MAHMUD	83016993
SCG	MSSB	NOORHABIBAH MD NOOR	83002488
SCG	MSSB	PALANIAMAH RAMASAMY	83003624
SCG	MSSB	ANTHONIAMAH D/O VANATHIAH	83005742
SCG	MSSB	PENRARASI A/P KARUPPIAH	83005870
SCG	MSSB	ROSIDAH BT ABU HASSAN	83006749
SCG	MSSB	SUBRAMANIAM S/O PALANISAMY	83009788
SCG	MSSB	SAODAH BINTI MANSOR	83012010
SCG	MSSB	SITI AMINA BINTI AB GHANI	83012248
SCG	MSSB	MUNIAMMAH V/P VADAMAM	83013474
SCG	MSSB	GANESHWARY A/P RAJANDREN	83013783

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SUZANA BT NASIR	83014866
SCG	MSSB	MUNTAZ SHARIFAH A/P MIRZA GHULAM NA	83016117
SCG	MSSB	SARASWATI A/P KRISHNAN	83016293
SCG	MSSB	JAMILAH AHMAD	83011188
SCG	MSSB	ANUSULYAH APPUKUTTY	83001231
SCG	MSSB	RUSMINA SIRIYO	83001522
SCG	MSSB	MAHAYA BT HASSAN	83001755
SCG	MSSB	BIB D/O BACHAN SINGH	83002282
SCG	MSSB	RAHMAN MAJID	83002635
SCG	MSSB	KAMISAH BTE KASSIM	83002904
SCG	MSSB	HALIZAH BTE KASSIM	83002912
SCG	MSSB	UMMI KALSUM BTE MAHADI	83002913
SCG	MSSB	NORMALA BTE SAMSUDDIN	83002936
SCG	MSSB	SAMINAH HASSAN	83003063
SCG	MSSB	BEDAH ALIMUN	38003064
SCG	MSSB	AMINAH ABDULLAH	83003111
SCG	MSSB	MALLIGA MARIAPAN	83003123
SCG	MSSB	SAIDAH MOKHTAR	83003691
SCG	MSSB	RUSIMAH ABDULLAH	83003908
SCG	MSSB	JUDAH SELAMAT	83004202
SCG	MSSB	NOR HASNAH MOHD ISA	83004228
SCG	MSSB	NORLELA AHMAD	83004539
SCG	MSSB	ZAHARAH BTE RASHID	83004801
SCG	MSSB	PUSPAVALLY VEERAPPAN	83004827
SCG	MSSB	NORSHAM MAD YUNUS	83005376
SCG	MSSB	SUPPULETCHUMY	83005406
SCG	MSSB	LAILA ABDUL GHANI	83005543
SCG	MSSB	INDRANI A/P RAJOO	83005611
SCG	MSSB	NORAZLAH BT GHAZALI	83005878
SCG	MSSB	SITI MAWAR BT HASHIM	83005907
SCG	MSSB	KATAVARAYAN A/L VEERAPPAN	83006542
SCG	MSSB	NORLIZAN BY OSMAN	83006639
SCG	MSSB	MEHERENI SHAH BT MOHD ALI	83006643
SCG	MSSB	AZIZOL BT BAKAR	83006748
SCG	MSSB	FARIDAH BT IDRIS	83006755
SCG	MSSB	PALANIYEE A/P KALINCHY	83007191
SCG	MSSB	ZARINA BT MOHD YUSOFF	83007266
SCG	MSSB	ROSAZIAN BINTI ROSLI	83007471
SCG	MSSB	NORSALEHAN MOHD KHATIB	83007473
SCG	MSSB	PANER SELVAM A/L AYAVOO	83009470
SCG	MSSB	CHE YAH BT MOHD ZIN	83011371
SCG	MSSB	ANANTHI A/P RAJU	83011569
SCG	MSSB	AHMINAH BT ZAINAL ABIDIN	83011721
SCG	MSSB	MASLINDA BTE ZAKARIA	83011932

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SITI NAZWAH BTE LAGIS	83011933
SCG	MSSB	ASNIDA BTE AYOB	83012122
SCG	MSSB	VICTORIA A/P RAYAPEN	83012169
SCG	MSSB	GOMATHY A/P SUBRAMANIAM	83012467
SCG	MSSB	JOTHILEKSHEMI A/P SUBRAMANIAM	83012472
SCG	MSSB	PATMAVADI A/P T./ RENAGSAMY	83012756
SCG	MSSB	RAMELAH BT JUNOH	83013371
SCG	MSSB	ROHANI BINTI HAMZAH	83013975
SCG	MSSB	DOMNIC A/L SUSAI	83014177
SCG	MSSB	ROSELIN A/P RAYAPEN	83014510
SCG	MSSB	NORRISHA BINTI ABDUL AZIZ	83015106
SCG	MSSB	VEJAYA A/P VELLAISAMY	83015132
SCG	MSSB	HARJITPAL SINGH A/L SANTOKH SINGH	83015402
SCG	MSSB	LETCHEMUMY A/P SUBRAMANIAM	83015680
SCG	MSSB	MASRI BIN IDRIS	83015938
SCG	MSSB	PARAMESWARAN A/L SUBRAMANIAM	83015946
SCG	MSSB	ASZURA BITIN ANUAR	83016034
SCG	MSSB	SIVARAJAH A/L MAHALINGAM	83016292
SCG	MSSB	TILLAIAMMAL A/P MUNANDY	83016363
SCG	MSSB	GANTIMATHY A/P ENBERNATHAN	83016562
SCG	MSSB	THAMILSELVI A/P PARAMASIVAM	83016816
SCG	MSSB	ROSMAH BTE ABDULLAH	83017138
SCG	MSSB	JULLYANA BINTI AHMAD SHAH	83017149
SCG	MSSB	SILVARANI A/P RAJU	83017181
SCG	MSSB	MOHAMMAD ZAINI BIN MOHD NOH	83017439
SCG	MSSB	THANALETCHUMY A/P KRISHNAN	83017575
SCG	MSSB	ROHAIZA BINTI SHARIFF	83017911
SCG	MSSB	R KALAH A/P PARAMSAVAM	83017912
SCG	MSSB	ASHOK A/L GOPAL	83018048
SCG	MSSB	ZURAIIDA BINTI ISMAIL	83018147
SCG	MSSB	RAHIM A/L NAGOORKANI	83018534
SCG	MSSB	RUSLI BIN MOHD JANI	83018616
SCG	MSSB	NORAINI ABD HAMID	83001948
SCG	MSSB	CHE NAH BT AZIZ	83002699
SCG	MSSB	NOORMA MOHD KASSIM	83005130
SCG	MSSB	ZAITON BT BUJANG	83005984
SCG	MSSB	FARIDAH BT LAYSOD	83006691
SCG	MSSB	HABIBAH BTE JAAFAR	83009029
SCG	MSSB	SALBIAH BTE MAD DORA	83009514
SCG	MSSB	AZIZAH BINTI ADINAN	83010040
SCG	MSSB	BAMAH D/O BALASINGHAM	83010269
SCG	MSSB	HANISAH BTE ARSHAD	83010414
SCG	MSSB	PUSPARANI A/P GUNNANAM	83017631
SCG	MSSB	NALLINEY DEVI A/P LANKASANA	83018412

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	KALSOM BTE MAT	83000347
SCG	MSSB	SARASWATHY RAMAN	83000950
SCG	MSSB	KAMISAH BT ISHA	83001334
SCG	MSSB	AMINAH SABUDIN	83002191
SCG	MSSB	NORSIAH MOHD NOOR	83002300
SCG	MSSB	KATIYAH BTE ABD PADIL	83002745
SCG	MSSB	HABIBAH ABD HADI	83002779
SCG	MSSB	HAMIDAH BT A HAMID	83002780
SCG	MSSB	NOOR AZIMMAH BTE JAIS	83002960
SCG	MSSB	AINI AHMAD	83003023
SCG	MSSB	SALMAH WAHAB	83003093
SCG	MSSB	NORREHA ABD RAHMAN	83003155
SCG	MSSB	ROSMAH JAMLUS	83003165
SCG	MSSB	ROHANNA BINTI HUSSIN	83003250
SCG	MSSB	ZAHARAH AYUB	83003373
SCG	MSSB	MUZILIFAH MOHAMAD	83003491
SCG	MSSB	SARINAH MAT SARIT	83003558
SCG	MSSB	PADMINI JAMBULINGAM	83003587
SCG	MSSB	RUZI KAMARUDIN	83003638
SCG	MSSB	NOREDA SAID	83004101
SCG	MSSB	HALIMAH IZNIT	83004498
SCG	MSSB	AMINAH BUJANG	83004760
SCG	MSSB	JASMAINI IDRUS	83004939
SCG	MSSB	SANIAH SAID	83005261
SCG	MSSB	RAGAYAH BTE HAROON	83005264
SCG	MSSB	JALAJAMANI SANKUPILAI	83005272
SCG	MSSB	NORMALA MOHD TAIB	83005287
SCG	MSSB	NOOR FADZILAH MOHD YUSOF	83005301
SCG	MSSB	HAMISAH ABD LATIF	83005314
SCG	MSSB	SALIMAH A RAHMAN	83005331
SCG	MSSB	JAMALIAH RAHMAN	83005422
SCG	MSSB	ROSNAWATI MD SALLEH	83005750
SCG	MSSB	AZLINA MD YAAKOB	83005882
SCG	MSSB	RAJESWARY A/P THANGAVELU	83005911
SCG	MSSB	SITI AMINAH AHMAD SUPADI	83005979
SCG	MSSB	NAGAMAH A/P R JOHULU	83005989
SCG	MSSB	ROSNi BT MOHD YASSIN	83006243
SCG	MSSB	PNNAMAH A/P SUPPIAH	83006289
SCG	MSSB	RAMAH BT YUSOF	83006423
SCG	MSSB	NOORMAH BT HARUN	83006437
SCG	MSSB	NAZIRAH BINTI AHMAD	83006658
SCG	MSSB	KAMSI AH BT MOHD LAJI	83006671
SCG	MSSB	ROSELEN A/P NARAYANASAMY	83006696
SCG	MSSB	SITI ZUBAIDAH BINTI MOHAMED	83006792
SCG	MSSB	ZAINAB BINTI JAMAL	83007067

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	ROSILA BT ABU HASSAN	83007301
SCG	MSSB	SURAYA ABDUL MANAP	83007428
SCG	MSSB	ROSSITA BINTI MOHD WAZIR	83007636
SCG	MSSB	RAZIAH BINTI UYUP	83008541
SCG	MSSB	NORLIZA ISHAK	83006768
SCG	MSSB	MAZLINDA BTE MASOD	83008862
SCG	MSSB	TAMILCHILVI A/P VEERAPAN	83008934
SCG	MSSB	SAFIZAH BTE SAID	83008953
SCG	MSSB	MARIAM BTE ABDULLAH	83009035
SCG	MSSB	NOR ARBAIAH BT NASRIPAN	83009172
SCG	MSSB	NORLIZA BT AB D KADIR	83009453
SCG	MSSB	HAMISAH BTE ABDUL KARIM	83009468
SCG	MSSB	ESAH BTE TALIB	83009476
SCG	MSSB	HARTINI BTE MUSLIM	83009478
SCG	MSSB	SINNAMMAL A/P GOPAL	83009483
SCG	MSSB	RABIAH BT JIMIN	83009914
SCG	MSSB	NORYATI MOHD NOR	83010007
SCG	MSSB	JAMALIAH BTE MANSOR	83010074
SCG	MSSB	ZAWIYAH BTE JAAFAR	83010270
SCG	MSSB	SITI SALIWAH BTE ABD RAHIM	83010335
SCG	MSSB	AZIZAH YAAKOB	83010354
SCG	MSSB	JAMALIAH BT SUMADI	83010366
SCG	MSSB	RAJES D/O SATHASIVAM	83010905
SCG	MSSB	NOOR HASLIZA BTE ALIAS	83010928
SCG	MSSB	ROSLIAHJ BINTI SUSAH	83011193
SCG	MSSB	BASIAH BINTI AKUP	83011280
SCG	MSSB	NAZLINAWATI BTE AB RAHIM	83011285
SCG	MSSB	INAB BT AHMAD	83011535
SCG	MSSB	MARY JOSEPHINE A/P PITCHAYA	83011542
SCG	MSSB	VALLARMATHI A/P MOORTHY	83011546
SCG	MSSB	HALIJAH BINTI AHMAT	83011576
SCG	MSSB	ROHANA BTE AHMAD	83011633
SCG	MSSB	SANTHY A/.P THIRUPATHY	83011740
SCG	MSSB	MALATHI A/P RAMAN	83011880
SCG	MSSB	FARIDAH BT MUHAMAD	83011946
SCG	MSSB	JEISRY A/P KRISHNAN	83012044
SCG	MSSB	KHALIPAH BTE IDRIS	83012053
SCG	MSSB	FAZILA BT MOHAMAD LAZI @ MOHAMAD	83012099
SCG	MSSB	NORLIZA BINTI BADOR	83012277
SCG	MSSB	ZALINA BT MOHAMED DARUS	83012407
SCG	MSSB	SURAYA BT SULAIMAN	83012408
SCG	MSSB	ELMIZI BINTI KAMARUDIN	83012409
SCG	MSSB	NORAINI BT ALI	83012481
SCG	MSSB	ROSNANI BT MOHD YSIN	83012621

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	MAZLINDAWAITI BT MAHADI	83012649
SCG	MSSB	HAMIZAH BINTI ABU BAKAR	83012739
SCG	MSSB	NOOR LIYANAH BTE MOHD NOOR	83012741
SCG	MSSB	BATHMAWATHY A/P MUNIANDY	83012767
SCG	MSSB	MASTURA BINTI JAAFAR	83012955
SCG	MSSB	SYARINAH BINTI MOHD TAHAR	83013160
SCG	MSSB	SUMATHI A/P BASU	83014101
SCG	MSSB	NOORIJAN BT ABDULLAH	83014275
SCG	MSSB	PARAMESWARI D/O RAMASAMY	83014349
SCG	MSSB	SARASWATHI A/P SOCKALINGAM	83014350
SCG	MSSB	NORAINI BTI WAHID	83014384
SCG	MSSB	LETCHUMY D/O RAJU	83014385
SCG	MSSB	JACINTA A/P RAPHAEL	83014404
SCG	MSSB	SITI ZABEDAH BINTI MOHAMED SHARIF	83014448
SCG	MSSB	SALINA BINTI MAT NAZIR	83014486
SCG	MSSB	TAMIL MATHI A/P SAMIKKANOO	83014514
SCG	MSSB	AHANTHI A/P MUNIANDY	83014531
SCG	MSSB	NORRA BINTI MD SANI	83014533
SCG	MSSB	K. KANAKAMBIKA A/P KUMARASAMY	83014539
SCG	MSSB	NOOR HAZWIN BINTI MOHD SHARIFF	83014653
SCG	MSSB	SOO YOKE THAI	83014782
SCG	MSSB	SARASWATHY A/P VIRAPPAN	83014788
SCG	MSSB	MAHENDREN A/L ARUMUGAM	83014791
SCG	MSSB	NORMAN BIN ABDULLAH	83014931
SCG	MSSB	THILAGAVATHY A/P SUBRAMANIAM	83015137
SCG	MSSB	ZURAINI BINTI ZAINUDDIN	83015221
SCG	MSSB	JAMALIAH BTE JAMLUDDIN	83015386
SCG	MSSB	PARAMESWARI A/P KRISHNAN	83015415
SCG	MSSB	SITI ESAH BINTI ADAM	83015529
SCG	MSSB	PUNITHA A/P MUNIANDI	83015601
SCG	MSSB	TAMIL CHELVI A/P SADAYEN	83015617
SCG	MSSB	NOORMADAH BINTI JOBOK	83015618
SCG	MSSB	ZARINA BINTI SALIM	83015703
SCG	MSSB	SUNDARI A/P VELU	83015728
SCG	MSSB	SANDAY A/P MUNISAMY	83015729
SCG	MSSB	SOORIAKUMAR A/L SUKUMARAN	83015768
SCG	MSSB	SHAMSUDIN BIN ISHAK	83015773
SCG	MSSB	AZMIAH BTE MOHD ZAIN	83015827
SCG	MSSB	MELATI BINTI MUHAMAD	83015850
SCG	MSSB	SUJATHA A/P KUNJU KUTTAN	83015867
SCG	MSSB	HAMIDAH BT RAHMAT	83015919
SCG	MSSB	NORA BINTI OMBONG	83016041
SCG	MSSB	NORAZMAH BT JAAFAR	83016042

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	MOHD RADZI B UJANG	83016044
SCG	MSSB	VANITA A/P BATUMALAI	83016085
SCG	MSSB	HAMIZA BINTA MOHD DAHLAN	83016095
SCG	MSSB	NAGESWARY A/P RAMULU	83016209
SCG	MSSB	MAZLIZA BINTI ABDUL RAZAK	83016369
SCG	MSSB	ZALIFAH BT ZAINUDIN	83016448
SCG	MSSB	NORHAYATI BT ISMAIL	83016564
SCG	MSSB	ZULIA BINTI JAAPAR	83016590
SCG	MSSB	SARIMAH BINTI BAHARIN	83016638
SCG	MSSB	SITI ROYAH BINTI MUHAMAD	83016639
SCG	MSSB	NAZIBAH BT MAHAMAD	83016679
SCG	MSSB	HAMIDAH BINTI MOHAMAD SALLEH	83016883
SCG	MSSB	GOVINDASAMY A/L KANDASAMY	83017219
SCG	MSSB	MOHANA SUNTHARAM A/L RAMAKRISHNAN	83017230
SCG	MSSB	SHARINA A/P BELECHAMY	83017281
SCG	MSSB	JAYA A/P ANNAMALAI	83017385
SCG	MSSB	PALANNIAMMAH A/P KANTHAN	83017508
SCG	MSSB	LETCHUMEI A/P KUNJUKUTTAN	83017528
SCG	MSSB	NORZALILAWATI BINTI MOHD SALLEH	83018154
SCG	MSSB	HASNAH BINTI OTHMAN	83018159
SCG	MSSB	RAZITA BINTI MAT RAHIM	83018187
SCG	MSSB	MAIMUNAH BINTI BADOR	83018249
SCG	MSSB	HASMAWANI BINTI ABDULLAH	83018250
SCG	MSSB	ZALINI BINTI ZAINAL	83018261
SCG	MSSB	SITI FATIMAH BINTI JAMALUDIN	83018265
SCG	MSSB	NORMAH BINTI AHMAD	83018464
SCG	MSSB	ROZILAM BINTI SULAIMAN	83018746
SCG	MSSB	AZIZAH BINTI HUSIN	83018766
SCG	MSSB	MYSHIRLEYDA AYU BINTI BAHARUDIN	83018769
SCG	MSSB	ZULINA BINTI HUSIN	83018772
SCG	MSSB	FADILAH MOHD LAJI	83000406
SCG	MSSB	CHE ROSE ABDULLAH	83004188
SCG	MSSB	INDRANI KARUNAKARAN	83004570
SCG	MSSB	KALAMA A/P MARIMUTHU	83006698
SCG	MSSB	ZALINA JALIL	83007985
SCG	MSSB	SHANTI A/P MAYANI @ MAYANDI	83008969
SCG	MSSB	HAIRUL BARIAH BTE YUSOF	83009454
SCG	MSSB	DZURIAH BTE HASHIM	83009569
SCG	MSSB	NORILAH BT MOHD SANI	83009632
SCG	MSSB	RAHIMAH BINTI SHARIF	83009847
SCG	MSSB	SITI ZABEDAH BTE JAIR	83009995
SCG	MSSB	SARIAH BINTI KASIM	83011191

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SHAKILA BT SHEK DAWOD	83011538
SCG	MSSB	D'ZALILAWATI BTE ZAINAL	83011635
SCG	MSSB	PEREMAH A/P KRISHNAN	83011700
SCG	MSSB	DEVANAI A/P VEERIAH	83011878
SCG	MSSB	ROHAYU BINTI GHAZALI	83011951
SCG	MSSB	MEK BINTI MAT JUSOH	83011983
SCG	MSSB	JERIAH BT BABA	83012677
SCG	MSSB	IDAZURAINY BT MOHAMAD	83013724
SCG	MSSB	NIMALA A/P MANIAM	83014905
SCG	MSSB	SYARIPAH BINTI SIMAN	83015211
SCG	MSSB	ORJUNA A/L TRINATHO	83015225
SCG	MSSB	RUKUMANI A/P MUNIANDY	83015582
SCG	MSSB	NORAINI BINTI ABDUL RAHMAN	83015901
SCG	MSSB	SITI NORSYEDDAH BINTI OTHMAN	83016447
SCG	MSSB	NORLINA BINTI ABDUL GHANI	83016498
SCG	MSSB	ZAINUN BINTI MAT SAID	83016681
SCG	MSSB	FADILLAH BINTI MOHD NOOR	83016731
SCG	MSSB	ROHANI BINTI MUSTAPAI	83017261
SCG	MSSB	ZURAIDAH BT MOHD NOR	83017647
SCG	MSSB	MASRIZA BINTI ABD RAHMAN	83018035
SCG	MSSB	ZAMRIAH BT SALEH	83018050
SCG	MSSB	IMAMARINI BT KHAMIS	83018053
SCG	MSSB	MUTHULETCHUMI A/P PALANI	83018080
SCG	MSSB	NOOR AZLINDA BINTI KHALID	83018081
SCG	MSSB	JUHANIM BINTI JUSOH	83018090
SCG	MSSB	ROHANA BINTI HASHIM	83018100
SCG	MSSB	FATIMAH BTE AHMAD	83001426
SCG	MSSB	ZELIMAH BINTI MOKHTAR	83002481
SCG	MSSB	SAKNAH AHMAD SARUJI	83002967
SCG	MSSB	ZARIMAH ABU BAKAR	83003887
SCG	MSSB	RAHANI HAMZAH	83003986
SCG	MSSB	JAMALIAH NOOR MOHD SALEH	83004378
SCG	MSSB	ASMAM AHMAD	83004747
SCG	MSSB	AZIZAH BUYONG	83004854
SCG	MSSB	MAZLIANA BINTI MOHD ALI	83005674
SCG	MSSB	NORISIAH BT KADIR	83005922
SCG	MSSB	ZANORA BT MOHAMAD YASIN	83005954
SCG	MSSB	SITI AISHAH MOHD SALLEH	83006628
SCG	MSSB	ZAIMAH BTE AHMAD	83007248
SCG	MSSB	MARIAMAH A/P BATHUMALAI	83007822
SCG	MSSB	ROHANI BTE ISA	83007949
SCG	MSSB	FARIDAH BTE ABDUL MALEK	83008703
SCG	MSSB	NORSINA BTE ABU BAKAR	83008765
SCG	MSSB	RAZLINA BTE RAZALI	83009001
SCG	MSSB	SALMAH BT BASIRON	83010037

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	ROBIAH BINTI HITAM	83010314
SCG	MSSB	YUSNITA BTE MOHD YUSOF	83010318
SCG	MSSB	SELVA RANI A/P KUPPUSAMY	83010439
SCG	MSSB	JEHAN ASRAMBEE BINTI ANUAR	83013845
SCG	MSSB	NORAZLIDA BINTI RAZALI	83014577
SCG	MSSB	ZAINAB BINTI JASIH	83017553
SCG	MSSB	NORLIZA BINTI HASHIM	83018441
SCG	MSSB	ZURAI DA DZULMAN	83000683
SCG	MSSB	SITI FATIMAH BT SHARIF	83000800
SCG	MSSB	VISALACHI RAJAGOPAL	83001720
SCG	MSSB	ZAITON A RAHMAN	83001723
SCG	MSSB	RAJA AZMI BT R SABUDIN	83002455
SCG	MSSB	RAFIDAH TALIB	83003087
SCG	MSSB	BATHA KUTTY	83003092
SCG	MSSB	NYAROS BT MAHADI	83003359
SCG	MSSB	RASAMAH D/O MANIKAM	83005066
SCG	MSSB	NORAISHAH AB WAHAB	83005081
SCG	MSSB	SIMNAMAH A/P NOKAL	83006292
SCG	MSSB	ROHA BT SAID	83006446
SCG	MSSB	ZALINA BT A MANAF	83006636
SCG	MSSB	R SARASVATHY A/P RAMAN	83007012
SCG	MSSB	JALILA BT MOHD SEHAT	83007333
SCG	MSSB	NOORWANI BT IBRAHIM	83007335
SCG	MSSB	TAMIL SELVI A/P NARAYANAN	83007852
SCG	MSSB	NORHAYATI BTE ABD WAHAB	83008931
SCG	MSSB	MUNISWARY A/P SUBRAMANIAM	83009131
SCG	MSSB	NORASIMAH BTE AB KADIR	83009469
SCG	MSSB	TELAGAVATHI A/P MARAPA	83010878
SCG	MSSB	FAEZAH BT ALIAS	83011199
SCG	MSSB	NORZILA BTE AHMAD	83011200
SCG	MSSB	JOTHIMALAR A/P THANAPAL	83011964
SCG	MSSB	SARASOVI A/P PUNUSAMY	83012249
SCG	MSSB	VIKNESWARY A/P SINNA SAMY	83012601
SCG	MSSB	VISALATCHI A/P SANTHIARTHAN	83012687
SCG	MSSB	MAZNI MOHD LATIF	83012889
SCG	MSSB	AZIZAH BTE HJ ABDUL RAHMAN	83014438
SCG	MSSB	MALATHI A/P SREERANGA GOUNDEN	83014541
SCG	MSSB	SITI AMINAH BT UDIN	83014542
SCG	MSSB	SUHANA BT HARUN	83014615
SCG	MSSB	MALIANI BINTI SAMIKANOO	83014710
SCG	MSSB	NORMALA BINTI ABDUL AZIZ	83014794
SCG	MSSB	S. SARASWATHY D/O SINNAYAH	83015229
SCG	MSSB	NORAZIAH BINTI SAID	83016370
SCG	MSSB	HANIDAR BINTI ABU BAKAR	83016641
SCG	MSSB	AZURA BINTI ARIFFIN	83016683

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SUZI BINTI SULAIMAN	83016684
SCG	MSSB	SUHADA BINTI SAARI	83016786
SCG	MSSB	SARIDAH BINTI YAZID	83017001
SCG	MSSB	ZABRINA BINTI KASSIM	83017510
SCG	MSSB	KAVITHA A/P PALANIANDY	83018178
SCG	MSSB	TAMILARASI MARUMUTHOO	83000703
SCG	MSSB	MARIAM MAJID	83000745
SCG	MSSB	AZIMAH NAHAR	83001792
SCG	MSSB	NUARA SEHAT	83002077
SCG	MSSB	RAFIDAH ABD RAHMAN	83002322
SCG	MSSB	BADARIAH BT SIDEK	83002571
SCG	MSSB	AISHAH ABD AZIZ	83002572
SCG	MSSB	SITI ROHANI KATOR	83002840
SCG	MSSB	MARINA MOHD NOOR	83003559
SCG	MSSB	THAVEY VALAITHAM	83003588
SCG	MSSB	ALICE JOSHUA	83003592
SCG	MSSB	HAMIDAH ABU HASSAN	83003651
SCG	MSSB	ROSSINAH MD YUNUS	83003677
SCG	MSSB	NORHAYATI AZIZ	83003689
SCG	MSSB	SHARIFAH BARIAH SYED ABU BAKAR	83003831
SCG	MSSB	ROSILAH MUHAMAD	83003997
SCG	MSSB	ZAIDAH UJANG	83004106
SCG	MSSB	PUSPAVALLIE MURUGAN	83004128
SCG	MSSB	PREMALA SAMIDURAI	83004214
SCG	MSSB	CHINNAMAH SAMINATHAN	83004526
SCG	MSSB	RUZILAH ZAINUDDIN	83004537
SCG	MSSB	SHARISDAPY VENGADAM	83004972
SCG	MSSB	NORMALA MOHD ALI	83004960
SCG	MSSB	RAMLAH NORDIN	83005181
SCG	MSSB	LAILA KASSIM	83005209
SCG	MSSB	NORMAH MOHD YUSUF	83005539
SCG	MSSB	L PARVATHI D/O LUNCHANDIAN	83006554
SCG	MSSB	LETCHUMY PRABA A/P MUNISAMY	83006797
SCG	MSSB	ZAINI BT BUYONG	83006878
SCG	MSSB	M VEGIA A/P P MUTHIAH	83006977
SCG	MSSB	KHADIJAH BTE AB GHANI	83006964
SCG	MSSB	SHARIPAH IDRIS	83007073
SCG	MSSB	ROHAYA BTE CHE ROS	83007663
SCG	MSSB	NORJAN BINTI ISMAIL	83007978
SCG	MSSB	NOORHAYATI BINTI ABBAS	83008106
SCG	MSSB	SITI ZAUYAH BINTI TAHAR	83008270
SCG	MSSB	SITI RAHMAH BTE IDRIS	83008611
SCG	MSSB	NOORRIZAN BT MOHD YUSOF	83008619
SCG	MSSB	RAHIMAH BTE A RAHMAN	83008652
SCG	MSSB	ZURAIDAH BTE OTHMAN	83008667

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	ROHANI BTE MOHD YUSOF	83008777
SCG	MSSB	LAN KWEE KEAN	83009266
SCG	MSSB	HAFIZAH BTE YUSOF	83009375
SCG	MSSB	ROSLEDA BT SHARIF	83009433
SCG	MSSB	MAZILAWATI BTE ZAINAL	83009519
SCG	MSSB	ZAINAB BTE NORDIN	83009558
SCG	MSSB	ANTHONY AMA A/P JESU DASS	83009707
SCG	MSSB	SITI NORHAYATI KASIM	83009744
SCG	MSSB	NORLIZA BT IDRIS	83009867
SCG	MSSB	MALYANI BT MUHAMMAD	83009909
SCG	MSSB	SITI HAJAR BT MUHAMAD	83009956
SCG	MSSB	SALINA BTE TAIB	83010236
SCG	MSSB	NOR MAZKIAH BT AZIZ	83010539
SCG	MSSB	ZARINI BINTI OTHMAN	83010602
SCG	MSSB	RAFEAH BTE AHMAD	83010641
SCG	MSSB	MARY ANN LOVIS A/P JOHN LOVIS	83010967
SCG	MSSB	NOR SAMSI AH BINTI HASAN	83011026
SCG	MSSB	RAHIMAH BTE RAMLI	83011090
SCG	MSSB	RAHIDAH BINTI ABDUL RAHIM	83011167
SCG	MSSB	HAZLINA MOHAMAD JUTHI	83011309
SCG	MSSB	NORWAHIDAH BT IBRAHIM	83011572
SCG	MSSB	UMA DAVI A/P KRISHNAN	83011809
SCG	MSSB	MARJUNAH BTE MUSA	83011837
SCG	MSSB	ZAITON BTE MD YASSIN	83011847
SCG	MSSB	SITI DAHLIA BINTI S WARTI	83011899
SCG	MSSB	VALI A/P PERUMAL	83011974
SCG	MSSB	NOREHAN BTE ABD GANI	83012045
SCG	MSSB	RUSLIZA BTE MD SALI	83012188
SCG	MSSB	VATHU MALAY A/P VENGADASLAM	83012254
SCG	MSSB	NORAFIDAH BINTI YAHAYA	83012338
SCG	MSSB	KAMARIAH BTE MAMAT	83012511
SCG	MSSB	PUMADAVI A/P KRISHNAN	83012525
SCG	MSSB	NORLELA BT ABDUL HAMID	83012550
SCG	MSSB	MELINDA @ HASANA BINTI MOHD NOOR	83012801
SCG	MSSB	NOORAZLINA BINTI ISMAIL	83012961
SCG	MSSB	SITI A'TEKAH BINTI ALIAS	83012971
SCG	MSSB	NORHALIZAH BINTI HAFION	83013093
SCG	MSSB	DARLIS HAYATI BTE ABU HASHIM	83013423
SCG	MSSB	HASNAH BTE UJANG	83013665
SCG	MSSB	RAJAMANI A/P RENGGASAMY	83013676
SCG	MSSB	ASMIZA SHIRLEE BT ALIAS	83013727
SCG	MSSB	SAHANAH BINTI SAHA	83014030
SCG	MSSB	NORIZAN BINTI JANTAN	83014037
SCG	MSSB	BAHAGIA BTE MUDA @ MOHD YATIM	83014300

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORA BINTI ABD KADIR	83014303
SCG	MSSB	NORHAYATI BT LAHI	83014308
SCG	MSSB	NORMAH BINTI ABDULLAH	83014316
SCG	MSSB	KANEGESWARI A/P KARPAYAH	83014395
SCG	MSSB	HARYATI BINTI ZAINI	83014631
SCG	MSSB	SITI AISHAH BINTI ABDUL GHANI	83014708
SCG	MSSB	AZLINA BINTI DAHARI	83014854
SCG	MSSB	KADARIAH BT ABDUL MANAP	83015148
SCG	MSSB	NOSIAH BTE MION	83015210
SCG	MSSB	FADILAH BINTI MANSOL	83015237
SCG	MSSB	ZAHARIAH BTE SAWARI	83015544
SCG	MSSB	SHITA BT MUHAMAD	83015819
SCG	MSSB	MAGESHVARI A/P MUTHU	83015925
SCG	MSSB	ROSYATI BINTI ISMAIL	83015953
SCG	MSSB	SUHAINI BTE ABD HAMID	83016036
SCG	MSSB	NORSHAM BT MOHD NADZRI	83016160
SCG	MSSB	RAZILAH BT JAAFAR	83016179
SCG	MSSB	KHATIJAH BT MAT HUSAIN	83016199
SCG	MSSB	CHITRA A/P MASI	83016246
SCG	MSSB	ARSHAD BIN RUSLY	83016274
SCG	MSSB	S SUZANA BINTI UYUP	83016337
SCG	MSSB	UMAA DEVI A/P LEKSHAMANAN	83016385
SCG	MSSB	SITI ANISAH BINTI ALIAS	83016474
SCG	MSSB	MALLIGA A/P GOPAL RAJOO	83016478
SCG	MSSB	RASIDAH BINTI MD DIN	83016575
SCG	MSSB	CHITHIRA A/P M SOLAI	83016643
SCG	MSSB	RUKAMANY A/P RAMOO	83016938
SCG	MSSB	ROHIMAH BINTI ABD RAHMAN	83016951
SCG	MSSB	MOHD IZAM BIN ABD RAHIM	83017104
SCG	MSSB	MOHD NAZRI B HASHIM	83017443
SCG	MSSB	ROHANA BINTI OTHMAN	83017590
SCG	MSSB	AINNIE AIZAN BINTI ABU JAMIL	83017591
SCG	MSSB	NORAINI BINTI ISMAIL	83017592
SCG	MSSB	SURIYA BTE MOHD SHARIFF	83017648
SCG	MSSB	NORLAILEE BINTI TAHIR	83017719
SCG	MSSB	RAFIDAH BINTI RADZUAN	83017822
SCG	MSSB	NORHAYATI BINTI ABDUL KARIM	83017934
SCG	MSSB	SITI AISAH BINTI ISMAIL	83018041
SCG	MSSB	ZAKIAH BINTI MAT	83018216
SCG	MSSB	ROSEDAH BINTI ALBAIN	83018230
SCG	MSSB	IRENAH BINTI ALBAIN	83018231
SCG	MSSB	NORBINAH BINTI AMIR HAMZA	83018233
SCG	MSSB	NORIZA BINTI OSMAN	83018257
SCG	MSSB	LAILI BINTI BIDIN	83018275
SCG	MSSB	NORAZLIN BINTI NADNI	83018333

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SITI MERIAM BINTI RAZALI	83018338
SCG	MSSB	NOORHASHIGIM BINTI UJUD	83018339
SCG	MSSB	MASSURA BINTI BAHARUN	83018341
SCG	MSSB	PARAMESWARI A/P SINNANNEN	83018342
SCG	MSSB	NOOR AZLINA BINTI NAIMIN	83018353
SCG	MSSB	MOHD NAZRUL BIN ABD RAHMAN	83018354
SCG	MSSB	RADIAH BTE MOHAMAD SAID	83018358
SCG	MSSB	RUSLINA BINTI IDRIS	83018401
SCG	MSSB	AZLINA BINTI MOHD AJIS	83018404
SCG	MSSB	ELNI YATI BINTI MOHD NOORDIN	83018444
SCG	MSSB	SARASWATHI A/P SEKARAN	83018479
SCG	MSSB	VIJAYALECHIMY A/P NAGAN GOVINDASWAMY	83018544
SCG	MSSB	KAMALA THEVI A/P MURUGIAH	83018567
SCG	MSSB	ROSNALYZA BINTI MUHAMMAD	83018569
SCG	MSSB	SITI MAWARDINA BINTI S WARTI	83018592
SCG	MSSB	KASTHURI A/P NAKAMUTHU	83018599
SCG	MSSB	RUSLINAH BINTI JAMALUDIN	83018601
SCG	MSSB	VENI A/P NARAYANAN	83018603
SCG	MSSB	ARBIBAH BINTI MD SEROLEL	83018683
SCG	MSSB	NORHAYATI KHALIB	83000123
SCG	MSSB	SITI MARIAM HAMZAH	83000493
SCG	MSSB	SALAMAH BTE JAAFAR	83000862
SCG	MSSB	SAMSIAH ALI	83001482
SCG	MSSB	ZAIMAH BT HAMZAH	83001854
SCG	MSSB	NARIYAH BT BABA	83002876
SCG	MSSB	ZAHARAH PIN	83003696
SCG	MSSB	ROSIAH BT MOKHTAR	83004187
SCG	MSSB	RAGAYAH SAMAT	83004394
SCG	MSSB	LILI BAHARUDIN	83004630
SCG	MSSB	KAMALA MANICKAM	83004680
SCG	MSSB	NOORSHAM BAHARI	83005500
SCG	MSSB	ROKIAH MOHD ARIS	83005548
SCG	MSSB	FAUZIYAH AB HAMID	83005694
SCG	MSSB	SELVARANI A/P NADESAN	83006165
SCG	MSSB	ZAINAB BT ABD GHANI	83006451
SCG	MSSB	NORAWATI BTE MOHD KUDUS	83006809
SCG	MSSB	RUZIYAH BT KAMARUDIN	83006980
SCG	MSSB	RUSIMAH SAGIL	83007419
SCG	MSSB	NORLELA HISNIN	83007420
SCG	MSSB	FUZIAH BINTI MUSTAPHA	83009369
SCG	MSSB	SUKINA BINTI MUSA	83009542
SCG	MSSB	ZARINA BINTI HASHIM	83009664
SCG	MSSB	MARJIMA BTE ALI	83009930
SCG	MSSB	PESUMMATHI A/P ANNAMALAI	83010448

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SUMATHI A/P RAJOO	83011019
SCG	MSSB	SUMATHI A/P GOPAL	83012266
SCG	MSSB	RAJESWARY A/P SUBRAMANIAM	83012803
SCG	MSSB	RUSZARINA BT RAZALI	83013379
SCG	MSSB	ROHAZLINA BINTI MIHAT	83013959
SCG	MSSB	VIMALA A/P RETNAM	83014695
SCG	MSSB	VIMELA A/P MUNIANDY	83015084
SCG	MSSB	NOR AINI BT ZAINUDDIN	83016100
SCG	MSSB	NORZAINAH BINTI ABU	83016296
SCG	MSSB	KAMARIAH BINTI MAJID	83017026
SCG	MSSB	CHITRA DAVI MUTHU	83000309
SCG	MSSB	MARIAM BT YAHAYA	83001640
SCG	MSSB	NORMALA BUYUNG	83002252
SCG	MSSB	ROZITA BT AHMUTEK	83002371
SCG	MSSB	SAROJA DEVI RAMASAMY	83002741
SCG	MSSB	SITI ZEBIDAH SAMAD	83003420
SCG	MSSB	ROHANA BT MOHD ALI	83004196
SCG	MSSB	ROKIAH MAULUD	83004444
SCG	MSSB	MAZNAH JAMALUDIN	83004562
SCG	MSSB	ROSLINA MOHD ALI	83005276
SCG	MSSB	NORSIAH SHARIF	83005326
SCG	MSSB	FADHILAH BINTE LEMAN	83009896
SCG	MSSB	ZALEHA BTE HAMID	83010163
SCG	MSSB	KALSUM BTE ABD MANAP	83010372
SCG	MSSB	JAMAIYAH BTE ZAINAL	83010545
SCG	MSSB	NORHAYATI BT MUEN	83010620
SCG	MSSB	ROSNAH JONIT	83011040
SCG	MSSB	RAJESWARI A/P MUTHAN	83011286
SCG	MSSB	PRAMAH A/P MURUGAN	83011310
SCG	MSSB	NORAINI BTE SAID	83011320
SCG	MSSB	KAMARIAH HUSSIN	83011510
SCG	MSSB	RUZIAH BT NORDIN	83011573
SCG	MSSB	ROPEAH BTE ADAM	83011811
SCG	MSSB	SURIAH GALA A/P NACHIAPPAN	83012074
SCG	MSSB	SARIZAH BTE KAMARUDIN	83012454
SCG	MSSB	MARINA BT MOHAMMED JAMAL	83012489
SCG	MSSB	NORIZA BINTI MD ISMAIL	83012524
SCG	MSSB	MARIATI BINTI ABD AZIZ	83012798
SCG	MSSB	ZAITUN BTI NAMEK	83013012
SCG	MSSB	AZLIN BT ZAKARIA	83014254
SCG	MSSB	NORLIZA BINTI ISMAIL	83014255
SCG	MSSB	AMUTHA A/P ANTHONY	83014353
SCG	MSSB	MUSALMAH BTE ABU SAMAH	83014887
SCG	MSSB	ZURAIDAH BTE LASIM	83014890
SCG	MSSB	MURUGAN A/L VADIAPPAN RAMAN	83014928

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	FAUZIAH BINTI YUSOP	83016003
SCG	MSSB	NORLELA BINTI MANSOR	83016027
SCG	MSSB	ZALEHA BINTI ABD GHANI	83016143
SCG	MSSB	SUMUTHI A/P RAMASAMI	83016188
SCG	MSSB	KVITA A/P RAJALINGAM	83016192
SCG	MSSB	RAMIMAH BT ABD GHANA	83016215
SCG	MSSB	SITI MARIAM BT ABD AZIZ	83016593
SCG	MSSB	SELVEE A/P SUBRAMANIAM	83016644
SCG	MSSB	ISWARI A/P THANGIAH	83016659
SCG	MSSB	ZURIAH BINTI OTHMAN	83017406
SCG	MSSB	NOR HUDA BINTI MD JANI	83017733
SCG	MSSB	AIDA BINTI MAT DAUD	83018218
SCG	MSSB	RAJESWARI A/P KRISHNAN	83018443
SCG	MSSB	SUKRATUNNAIMI BINTI SHAMSUDIN	81021860
SCG	MSSB	ZAHARIAH ABDUL MAJID	83000091
SCG	MSSB	TIMAH ITAM	83000582
SCG	MSSB	HARIDAH MUHAMAD HASIM	83000617
SCG	MSSB	SANTHAKUMARI RAMASAMY CHATER	83000926
SCG	MSSB	RUSNIYATI YAAKOB	83001614
SCG	MSSB	ROKIAH BULIN	83001620
SCG	MSSB	NORHAYATI BTE TALIB	83002209
SCG	MSSB	HAMIDAH MOHD NALI	83002497
SCG	MSSB	NORLIDA ALUM	83002543
SCG	MSSB	SHARIFAH MOHD	83002671
SCG	MSSB	HALIMAH SHARIF	83003297
SCG	MSSB	SALABIAH MOHAMED	83003668
SCG	MSSB	FARIDAH BTE IDRIS	83003799
SCG	MSSB	RANEE KRISHNAN	83004036
SCG	MSSB	FAUZIAH NASIR	83004082
SCG	MSSB	HAFIDAH ABU BAKAR	83004210
SCG	MSSB	SITI HABIBAH ABD KADIR	83004295
SCG	MSSB	MAZNAH ABU SAMAH	83004513
SCG	MSSB	RASMAH BTE USAT	83004674
SCG	MSSB	HAMDAN BTE AZIZ	83004689
SCG	MSSB	JAMALIAH MOH TAN	83004713
SCG	MSSB	SALMAH DAUD	83004881
SCG	MSSB	RUSMINAH MOHD ARIS	83004993
SCG	MSSB	RAMLAH AHMAD	83005086
SCG	MSSB	SAMSINAR PEAI	83005120
SCG	MSSB	NORHASNI ABD KARIM	83005609
SCG	MSSB	FARIDAH MUSA	83005689
SCG	MSSB	NORLINDA SULAIMAN	83005855
SCG	MSSB	JUMIDAH BT HASSAN	83006091
SCG	MSSB	LILLAH BT ABDUL AZIZ	83006284

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORAIDA BTE ABD HAMID	83006322
SCG	MSSB	NORAINI BT YUSOF	83006551
SCG	MSSB	SALMAH AMAT	83006564
SCG	MSSB	THURIMAH BTE DAHAN	83006584
SCG	MSSB	AYYAMMA A/P PERUMAL	83006613
SCG	MSSB	ZAINUN BT YAAKOB	83006660
SCG	MSSB	SHARIFAH HAMID	83006693
SCG	MSSB	HALIMAH BT YUNAN	83006778
SCG	MSSB	ROSMINAH BT BERO	83006811
SCG	MSSB	SABANON HASHIM	83006981
SCG	MSSB	FARIDAH BT BASARUDDIN	83007039
SCG	MSSB	NORLIZA BT MOHD RASHID	83007070
SCG	MSSB	ROсна BT MOHD YUSOF	83007238
SCG	MSSB	ABD RASID BIN AMAT	83007352
SCG	MSSB	NANI FAIZAH BT BAHAROM	83007441
SCG	MSSB	ROсна BTE ZAKARIA	83007650
SCG	MSSB	HINDARWATI BT BARDAN	83007785
SCG	MSSB	NORLIA BT MOHD HASHIM	83008067
SCG	MSSB	ZAMINAH BTE MUHAMAD GURBAH	83008092
SCG	MSSB	FARIDAH BTE BAHAROM	83008453
SCG	MSSB	YAP LEE FAH	83008579
SCG	MSSB	RATHNAMAL A/P MUTHU	83009190
SCG	MSSB	KAMALA A/P VEERAPPAN	83009313
SCG	MSSB	ADELINE EDWARDS	83009562
SCG	MSSB	SHANTHI A/P SATHIABANA	83009594
SCG	MSSB	HAMIDAH BT SARDI	83009606
SCG	MSSB	R SOORIABAI A/P RAMACHANDRAN	83009643
SCG	MSSB	NORIZAH BINTI IDRIS	83009968
SCG	MSSB	ROHAIZA BTE ABD RAHMAN	83010023
SCG	MSSB	SAMSI AH BT MAHIL	83010132
SCG	MSSB	NIK AINI BT DERAHIM	83010156
SCG	MSSB	SOFIAH BT MAT NASIR	83010535
SCG	MSSB	SANTHI A/P VELAEDAN	83010941
SCG	MSSB	ANGAMMAH A/P GOPALARAJ	83011224
SCG	MSSB	SALLZA BTE ABD LATIF	83011416
SCG	MSSB	ALLI A/P ATHIMOOLAM	83011423
SCG	MSSB	NORLIDA BTE ISMAIL	83011661
SCG	MSSB	FATIMAH BTE BAHIRAN	83011742
SCG	MSSB	ROSSIDAH BTE TAJUDDIN	83011993
SCG	MSSB	RODIAH BTE JAMIL	83012512
SCG	MSSB	ZAWI YAH BT HAJI ABDULLAH	83012513
SCG	MSSB	MAZLINA BINTI MAHAT	83012532
SCG	MSSB	SINNAMMAH A/P VEERAPAN	83013031
SCG	MSSB	CHE ESHAH MAT RIPIN	83013073
SCG	MSSB	S BATHUMALAI A/P SAMIKANU	83013316

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SERIAH BT OTHMAN	83013536
SCG	MSSB	NOR AMIZA BINTI NEKMAT	83013898
SCG	MSSB	ZUZILAWATI BT SAMSUDIN	83013904
SCG	MSSB	S. CHITHRA A/P SELVARAJ	83013914
SCG	MSSB	NORAINI BINTI MD NOR	83014046
SCG	MSSB	PARUVATHAM A/P ARUMUGAM	83014061
SCG	MSSB	NORATUL SHIMA BT MUHAMAD	83014148
SCG	MSSB	SAKINAH BEEVI BT MOHAMED IDRIS	83014689
SCG	MSSB	MAHANUM BINTI BADOR	83014755
SCG	MSSB	LEONG HEE POH	83014962
SCG	MSSB	NOORHAZAM BINTI ABAS	83015173
SCG	MSSB	FARIDAH BINTI ISHAK	83015958
SCG	MSSB	ZALIAWATI BINTI ISMAIL	83016031
SCG	MSSB	AZHAR B MAT NASIR	83016106
SCG	MSSB	MUHAMMAD FAIZ BIN MOHD FAUZI	83016725
SCG	MSSB	NORRITAH BINTI ABDUL RAHMAN	83016726
SCG	MSSB	NORLILA BIN MAT NOOR	83016893
SCG	MSSB	ERMAN BIN SAID	83016919
SCG	MSSB	SHAIFUL HAMDY BIN ZAKARIA	83016923
SCG	MSSB	HAIROM BIN ISMAIL	83016925
SCG	MSSB	NORLAILA BINTI MOHAMAD	83016933
SCG	MSSB	RAZIDIN BIN NORDIN	83017254
SCG	MSSB	ROHAIDA BINTI ISMAIL	83017692
SCG	MSSB	RASHIMAH BINTI MAD REJAB	83017718
SCG	MSSB	NADIAH BT KAMARUDDIN	83017734
SCG	MSSB	RAHNI BINTI SHARIF	83017800
SCG	MSSB	ZAINAB BINTI BIDIN	83017801
SCG	MSSB	NORSHARINA BINTI HASHIM	83017974
SCG	MSSB	HAMIDAH BINTI HUSAIN	83017992
SCG	MSSB	MARZELA BTE MOHAMAD ALI	83018033
SCG	MSSB	NORASLITA BINTI SAMSUDDIN	83018084
SCG	MSSB	NOR HAYATI BT MOHAMMAD	83018069
SCG	MSSB	WAN NOR AFIZAN BINTI WAN MAMAT	83018205
SCG	MSSB	ZAMZARINA BINTI JAMHURI	83018461
SCG	MSSB	NORLIANA BINTI MD ISA	83018575
SCG	MSSB	BATMAH A/P BATU MALI	83018593
SCG	MSSB	RAFIDAH BINTI MD LANA	83018620
SCG	MSSB	KALARANI A/P NADESAN	83018686
SCG	MSSB	RUSLINDA BINTI OSMAN	83018692
SCG	MSSB	JUNAIDAH BT ZAINAL	83002116
SCG	MSSB	ROKIAH KASSIM	83003701
SCG	MSSB	NORLIDA ABDULLAH	83006187
SCG	MSSB	SHARAH BT SALLEH	83006198
SCG	MSSB	JAMALIAH BINTI BAHARI	83006402

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORIDA BTE IDRIS	83006578
SCG	MSSB	RUSLINA BT BAHARUDIN	83007459
SCG	MSSB	SHUHAIDAH BT HASHIM	83008722
SCG	MSSB	ZURANA BTE USUS	83000418
SCG	MSSB	SITI AISHAH BT DERIS	83001718
SCG	MSSB	PRAMAH A/P ARJUNA	83002035
SCG	MSSB	ASLINDA BT RABU	83004091
SCG	MSSB	KALAIHELVI THANGAVELU	83000155
SCG	MSSB	ROSNANI ABD RAZAK	83000766
SCG	MSSB	KINAH BT TALIB	83001096
SCG	MSSB	RAMAYEE RAMASAMY	83001207
SCG	MSSB	ELIZABETH IRUTHIAM	83001362
SCG	MSSB	PADMINI PERIASAMY	83001371
SCG	MSSB	MAIMUNAH ITAM	83001381
SCG	MSSB	BARIAH BAHUDIN	83001459
SCG	MSSB	SATPAL KAUR	83001493
SCG	MSSB	ROSIDAH SAID	83001604
SCG	MSSB	SOLAH LEBONG	83001892
SCG	MSSB	MAIMON AHMAD	83001928
SCG	MSSB	BADARIAH BT ABU BAKAR	83001953
SCG	MSSB	MAHESVARI MURUGESU	83002117
SCG	MSSB	NORMADIAH BT OTHMAN	83002156
SCG	MSSB	RUSNAH FIRUHKKAN	83002452
SCG	MSSB	ROBIAH KAJI	83002683
SCG	MSSB	NORASIAH MD NOR	83002796
SCG	MSSB	ARBAKYAH BTE ARIFFIN	83002842
SCG	MSSB	ROZITA BTE MANSOR	83002863
SCG	MSSB	ROKIAH SAPIAI	83003098
SCG	MSSB	NAGESWARIE D/O PALANIANDY	83003448
SCG	MSSB	PARAMESWARY GOVINDASAMY	83003617
SCG	MSSB	ROZAINI MANSOR	83003699
SCG	MSSB	HAKAVALI EAUMALI	83003768
SCG	MSSB	PUSPA SUNDRAM	83003840
SCG	MSSB	ROSANA YASIN	83003877
SCG	MSSB	KASMAH BT AYOB	83004169
SCG	MSSB	NORHANITA BT ARIS	83004174
SCG	MSSB	SALIMAH WAHAB	83004235
SCG	MSSB	NORA MANSOR	83004291
SCG	MSSB	MARUGAMMAH DANAPAL	83004409
SCG	MSSB	HAMIDAH HARON	83004530
SCG	MSSB	SAKILAWATI MD AMIN	83004549
SCG	MSSB	RUSNI SHININ	83004785
SCG	MSSB	FUZIAH MOHD SHARIFF	83004819
SCG	MSSB	NAIMIAH HJ HUSEIN	83004920
SCG	MSSB	SHARIFAH ABU BAKAR	83005076

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	BARIAH AZIZ	83005218
SCG	MSSB	PAPATHY VEERASAMY	83005319
SCG	MSSB	ZURAIDAH ABU HASSAN	83005310
SCG	MSSB	SARINA SHAMSUDDIN	83005358
SCG	MSSB	NASIAH SAMEK	83005374
SCG	MSSB	ZAINON MD HADI	83005384
SCG	MSSB	PREMA NADESAN	83005484
SCG	MSSB	NORMALA MD YUSUF	83005540
SCG	MSSB	ROZITA BAHARON	83005581
SCG	MSSB	ROHANI ABD SAMAD	83005586
SCG	MSSB	FADZILAH BT YAHAYA	83005630
SCG	MSSB	SHARIFAH LILA SENIN	83005653
SCG	MSSB	SARIMAH KARIM	83005669
SCG	MSSB	HAMIDAH BT JIDIN	83005784
SCG	MSSB	MARLLYKAVATHY A/P NARAYANASAMY	83005792
SCG	MSSB	NORLIAH BT HUSIN	83005815
SCG	MSSB	RAHANA BT ABD MANAF	83005879
SCG	MSSB	SALMIAH BT ABDUL WAHAB	83005888
SCG	MSSB	ROHAYAH BT YAAKOB	83005914
SCG	MSSB	S DEVI A/P V SETHU	83006056
SCG	MSSB	ANNAMAL A/P AROKIASAMY	83006214
SCG	MSSB	ROHAYAH HASSAN	83006320
SCG	MSSB	ANAMARY D/O RETNAM	83006403
SCG	MSSB	RABAAYAH BT ABU SAMAH	83006409
SCG	MSSB	S ANJALITHEVI A/P THERUVENGADA	83006411
SCG	MSSB	PAZIAH AWANG	83006432
SCG	MSSB	NORMALAWATI BT MD DAUD	83006438
SCG	MSSB	ZAINON BT ZAINAL	83006464
SCG	MSSB	NOR AZITA BT ISMAIL	83006528
SCG	MSSB	NORHAYATI BTE OSDIN	83006530
SCG	MSSB	SEPIAH BT OTHMAN	83006555
SCG	MSSB	MAIMUNAH BT BASIRUN	83006565
SCG	MSSB	ROSANAH BT IBRAHIM	83006592
SCG	MSSB	PAUDZIYAH BT AHMAD	83006638
SCG	MSSB	KALIAMAH A/P PALANISAMY	83006647
SCG	MSSB	SALMI BT IDRIS	83006654
SCG	MSSB	SURIYANI BT NAYAN	83006662
SCG	MSSB	NORAZALINA BT UJANG	83006664
SCG	MSSB	KUMARI A/P MUNISAMY	83006667
SCG	MSSB	HANEM BT JOHAN	83006712
SCG	MSSB	VIJAYAKUMARI A/P NARAYANASAMY	83006732
SCG	MSSB	NORLIZA BTABD WAHID	83006785
SCG	MSSB	RABAAYAH BT A HAMID	83006858

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	RAJESWARY A/P NAGOORAN	83006867
SCG	MSSB	NORAINI BTE AHMAD	83006891
SCG	MSSB	A LINGAMMAH A/P ARUNASALAM	83006936
SCG	MSSB	NORLEHAN BT JANTAN	83006941
SCG	MSSB	ROSIDAH HASSIM	83006952
SCG	MSSB	NOOR MALA BTE ANNUAR	83006998
SCG	MSSB	ZAILAN BT ZAKARIA	83007051
SCG	MSSB	RUBIAH BTE MOHD WAZIR	83007067
SCG	MSSB	NORASIAH BT YAHYA	83007074
SCG	MSSB	LATIFAH BTE SHAFIEI	83007117
SCG	MSSB	SAROJA A/P MUTUSAMY	83007121
SCG	MSSB	ROZITA BINTI JAMAHAREE	83007220
SCG	MSSB	FAIZAH SARKAWI	83007307
SCG	MSSB	SOORIAGANTHY A/P VALOO	83007319
SCG	MSSB	ROSSILAH BINTI PUTIH	83007320
SCG	MSSB	POZIAH BTE YAAKOB	83007367
SCG	MSSB	SITI ZABEDAH BTE HASSAN	83007376
SCG	MSSB	LATIFAH BTE AHMAD	83007380
SCG	MSSB	ROPIAH BTE ABD RAHMAN	83007410
SCG	MSSB	SANIYAH OTHMAN	83007600
SCG	MSSB	STELLA PHILOMENA A/P P SOOSAY	83007611
SCG	MSSB	NORHANIZA BTE SHARIF	83007615
SCG	MSSB	SITI MARIYAH BT ABU NAHAM	83007621
SCG	MSSB	PARAMESWARY A/P KALIAPPAN	83007680
SCG	MSSB	SAKDIAH BTE SHAMSUDIN	83007685
SCG	MSSB	FAIZAH BTE ABDUL HAMID	83007702
SCG	MSSB	NORHAYATI SWITI ISHAK	83007703
SCG	MSSB	NORIZAN BT LISUT	83007708
SCG	MSSB	RODIAH BT MOHAMED	83007784
SCG	MSSB	SIDA BINTI SALLEH	83007850
SCG	MSSB	RAMLAH BT MD SAID	83007873
SCG	MSSB	LATHA A/P SUBRAMANIAM	83007887
SCG	MSSB	JAFRIZA BT JANTAN	83007893
SCG	MSSB	SALMAH BTE BASIRON	83007906
SCG	MSSB	SALMIAH BTE SHAMSUDIN	83007914
SCG	MSSB	RUSLIZA BT ISMAIL	83007917
SCG	MSSB	NORLIDA BINTI MAAROF	83007967
SCG	MSSB	NORHAYANI BTE SAHADI	83006076
SCG	MSSB	AZMARIATON BTE ABU BAKAR	83008380
SCG	MSSB	RAHAMAH ABDUL RAHMAN	83008486
SCG	MSSB	NORSITA SAHIL	83008635
SCG	MSSB	SALBIAH BTE KATANI	83008718
SCG	MSSB	AZLIN BT AYUB	83008792
SCG	MSSB	ZAIMUNALIZA BTE SAMAH	83008882
SCG	MSSB	MAZNAH BTE MOHD ZIN	83008899

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	SANTHI A/P CHELLIAH	83009011
SCG	MSSB	ZABIDAH BT MOHAMAD	83009181
SCG	MSSB	ZAINAF BTE SAID	83009182
SCG	MSSB	ROSMINI BTE SAMANI	83009295
SCG	MSSB	RADIANA BT ABD WAHAB	83009296
SCG	MSSB	SHARIZA BINTI ZAHAR	83009307
SCG	MSSB	RABINA BT ME	83009308
SCG	MSSB	RUSLINA BT MAAMOR	83009555
SCG	MSSB	ASMAH BT MOHD NOOR	83009582
SCG	MSSB	SABILAH BT BAHARI	83009723
SCG	MSSB	ROHANI BTE YAAKOB	83009828
SCG	MSSB	ZAINI ABD GHANI	83009934
SCG	MSSB	NORIAH BTE JALIL	83010140
SCG	MSSB	HALIZA BT ZAKARIA	83010222
SCG	MSSB	UMAH-RANI A/P NADASON	83010315
SCG	MSSB	NORZAWATI BTE MD NOOR	83010588
SCG	MSSB	NOOR ZALLIFAH BT HASHIM	83010935
SCG	MSSB	S THILAGAVATHI A/P SUPIRAMANIAM	83010965
SCG	MSSB	K MOHANA A/P KRISHNAN	83010981
SCG	MSSB	SARMELY BTE HARUN	83011032
SCG	MSSB	RUBIAH BTE ABDUL WAHID	83011184
SCG	MSSB	PERIANAYAGI A/P RAMASAMY @ MARKU	83011188
SCG	MSSB	NURFADILAH BTE SUAIBUN	83011232
SCG	MSSB	PARAMESWARY A/P PACHIAPPAN	83011302
SCG	MSSB	SUMATHI A/P MURAGAYAH	83011304
SCG	MSSB	NORHAYATI BTE ABU ZARIN	83011321
SCG	MSSB	KALAISELVEE A/P NADASON	83011329
SCG	MSSB	JUHAIZAH BT MOHD ZIN	83011363
SCG	MSSB	NORMALA BT MOHD SALLEH	83011402
SCG	MSSB	NORA BT SABIRAN	83011406
SCG	MSSB	NORARPISAH BTE MOKHTAR	83011408
SCG	MSSB	SITI SALMAH BTE ISMAIL	83011436
SCG	MSSB	SAFIAH JAMALUDIN	83011527
SCG	MSSB	ESAH BT AWANG	83011852
SCG	MSSB	NURMAIZA BTE JANTAN	83011960
SCG	MSSB	JAYA GHAURI A/P NARASAN	83011978
SCG	MSSB	MAGESWARY A/P MANICKAM	83012127
SCG	MSSB	LETCHUMI A/P YELAMALE	83012128
SCG	MSSB	ZAINORA AZIMAH BINTI ZAINAL	83012257
SCG	MSSB	HALIMAH BT ADAM	83012326
SCG	MSSB	NOOR ZALINA BINTI ZAINI	83012577
SCG	MSSB	SIVAKUMAR A/L MUTHU	83012852
SCG	MSSB	SAMSUL SIN ARIFIN	83013014

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	ROSITA BINTI MAAROF	83013195
SCG	MSSB	ZAIMAH BTE ALI	83013556
SCG	MSSB	ZAINAB BINTI MUHAMAD GURBAH	83014408
SCG	MSSB	NORIDAH BINTI NIK MAT	83014410
SCG	MSSB	OTHMAN BIN MD SHAH	83014815
SCG	MSSB	UMAVATHY A/P MARAPPAN	83014864
SCG	MSSB	KHAMIZAN BIN MAIDEEN	83014837
SCG	MSSB	SARAVANAN A/L HARIHARAN	83014939
SCG	MSSB	MASLILY BINTI MD NOR	83015064
SCG	MSSB	NORAINI BINTI ABU SAMAH	83015184
SCG	MSSB	SELAMAH BINTI PAIDI @ HJ ABD MOOKHTI	83015240
SCG	MSSB	SAKILAH A/P KRISHNAN	83015241
SCG	MSSB	JAYALECHMI A/P MURUGIAH	83015326
SCG	MSSB	SUHAILA BINTI MD SAHAR	83015397
SCG	MSSB	ISMADI SIN YAHAYA	83015466
SCG	MSSB	MARIAMMAH A/P SELVARAJA	83015625
SCG	MSSB	RUSNITA BINTI DAUD	83015848
SCG	MSSB	NORAPIDAH BT MOHD DAN	83015880
SCG	MSSB	ROGAYAH BTE ABDUL RASHID	83015904
SCG	MSSB	KHAIRUL MIZAN BIN ZAININ	83015934
SCG	MSSB	NOR ROHAYA BINTI YAHAYA	83016028
SCG	MSSB	FATIMAH BTE ARESAN	83016120
SCG	MSSB	NORSITA BT KAMARUDDIN	83016173
SCG	MSSB	SUAR KAUR A/P NAJAR SINGH	83016187
SCG	MSSB	ROSLINNAH BINTI RASIDENT	83016397
SCG	MSSB	ZAIMAH BINTI SULAIMAN	83016401
SCG	MSSB	NORSALAWATI BINTI RAMLI	83016529
SCG	MSSB	NOR ZALINA BINTI MD TOLAH	83016617
SCG	MSSB	SAZARINA BINTI ABU ZARIN	83016645
SCG	MSSB	HASLINA BINTI HODRY	83016793
SCG	MSSB	RABIAH BINTI ISMAIL	83016909
SCG	MSSB	ROSLIZA BINTI AWANG	83016965
SCG	MSSB	ROZILA BINTI MOHD RASHID	83016966
SCG	MSSB	ANITA BINTI TASMIN	83017028
SCG	MSSB	FAUZIAH BINTI BERAHIM	83017029
SCG	MSSB	ROHANA BINTI MAZLAN	83017041
SCG	MSSB	HASFANIZAL BIN HASHIM	83017089
SCG	MSSB	LIJAH BTE NORDIN	83017163
SCG	MSSB	RODZILA BINTI MOHD JAMIL HASHIMI	83017171
SCG	MSSB	NILANTHARA BABU A/L NIMAKAMA	83017200
SCG	MSSB	ROMAINI SUZI BT MOHD ALI	83017304
SCG	MSSB	MOHAMMAD IBRAHIM SIN AZAHARI	83017372
SCG	MSSB	ROSHAWATI BINTI ABU BAKAR	83017411

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	ZAIMI BIN ZAINUDDIN	83017505
SCG	MSSB	ROSMAWATI BT MOHD NOR	83017511
SCG	MSSB	KANNAN A/L GANESAN	83017518
SCG	MSSB	YUSNITA BT MOHO YUSOF	83017585
SCG	MSSB	NORAZLIANA BINTI ABU	83017622
SCG	MSSB	THAMARAKHELVI A/P MARIMUTHU	83017771
SCG	MSSB	MAHANUM BINTI A AZIZ	83017857
SCG	MSSB	RAFIDAH BINTI RAMLI	83017871
SCG	MSSB	FATIMAHNOR BTE HASSAN	83017891
SCG	MSSB	SAFARIDAH BTE ZULKIFLY	83017893
SCG	MSSB	HASLINAH BTE HASHIM	83017894
SCG	MSSB	ROSLINDA BT IBRAHIM ABDUL RAHIM	83017937
SCG	MSSB	NORMALA BT SAID	83017948
SCG	MSSB	AZWAN BIN ABDULLAH	83017952
SCG	MSSB	MUHAMMAD SIN DAHALAN	83017954
SCG	MSSB	MARLIANA BINTI MAZLAN @ MAZALAN	83018157
SCG	MSSB	NORAZIZAH BT ABDULLAH	83018224
SCG	MSSB	SALOMA BINTI MOHD RASHID	83018266
SCG	MSSB	TENGGU SALINA BINTI T HUSSAIN	83018269
SCG	MSSB	ASRINDALIZA BINTI ANUAR	83018328
SCG	MSSB	ROZAZLEN BINTI MOHD ARIS	83018719
SCG	MSSB	NOR ROZITA BINTI IBRAHM	83018720
SCG	MSSB	ROSSITA BINTI MINHAD @ NORDIN	83018750
SCG	MSSB	GAYATHRY A/P M VETRIVELOO	83018758
SCG	MSSB	AMINAH BTE KAILOH	83018762
SCG	MSSB	ANDAL A/P ARIKRISHNAN	83018773
SCG	MSSB	JAYANTI A/P BALAKRISHNAN	83018775
SCG	MSSB	SITI ROHAIDA BINTI KHAIRUDDIN	83018778
SCG	MSSB	NORALIZA BINTI MD RAMLAN	83018786
SCG	MSSB	SITI KHADIJAH BINTI ABDULLAH	83018787
SCG	MSSB	NORHASNITA BT ZAINUDIN	83018790
SCG	MSSB	ROSIDAH BINTI ZAINUDIN	83018803
SCG	MSSB	YUSNITA BINTI ABD HALIM	83018807
SCG	MSSB	NORAINI YUSOF	83000544
SCG	MSSB	FATIMAH MAAMOR	83002750
SCG	MSSB	MULIZAH ABDULLAH	83003330
SCG	MSSB	JAMIAH RAHMAT	83003698
SCG	MSSB	JAMILAH OSMAN SUKOR	83003858
SCG	MSSB	SAKDIAH LAMBAK	83003985
SCG	MSSB	NORHAWIYAH A HAMID	83004479
SCG	MSSB	SALMAH BTE IDRUS	83005293
SCG	MSSB	NORHAYATI MOHD ABDIL	83005507
SCG	MSSB	MARIAM YASSIN	83006912

SCG	MSSB	ROSIDAH BINTI ABU	83007315
SCG	MSSB	ZAINON AB RAHMAN	83007446
SCG	MSSB	ZARINAH BINTI NASIR	83007801
SCG	MSSB	LIM KIM POOI	83008323
SCG	MSSB	ZURINA ABD RAHMAN	83009107
SCG	MSSB	MASITA BTE MOHAMAD	83009465
SCG	MSSB	GANGA THEVI A/P MURUGAN	83009502
SCG	MSSB	ROHAJDAH BTE ABD KADIR	83009503
SCG	MSSB	MAZIYANI BINTI MANSUR	83009510
SCG	MSSB	NORSIAH BTE MOHD JAAFAR	83009512
SCG	MSSB	MAFIZA BT MOKHTAR	83009515
SCG	MSSB	HAZIAH BT HARI	83009550
SCG	MSSB	BATHMAVATHY A/P PAJAPAN	83009667
SCG	MSSB	NOR AISHAH BTE WAHAB	83009903
SCG	MSSB	LATIFAH BT KAMARUZAMAN	83009927
SCG	MSSB	JUMAAH BTE MD NOR	83000259
SCG	MSSB	ROSIDA BTE MAD ARIS	83000320
SCG	MSSB	POOGOTHAI A/P SUBRAMANIAM	83002253
SCG	MSSB	RUSIAH BTE KARPELEK	83003617
SCG	MSSB	NORAZLINA BTE SAMARUDDIN	83003756
SCG	MSSB	NOR AZIMAH BINTI AMIR	83004282
SCG	MSSB	ANITA BTE MD ISA	83004374
SCG	MSSB	MAZIYAH BTE JAHARI	83006289
SCG	MSSB	JULIAH BT IBRAHIM	83000290
SCG	MSSB	FAUZIAH MOHD NOOR	83000792
SCG	MSSB	JOSEPHINE AMMIATHAM	83000964
SCG	MSSB	NORMAH ARSHAD	83001629
SCG	MSSB	SAMSINAR MD LUDIN	83001895
SCG	MSSB	NORINI ALIAS	83002399
SCG	MSSB	BIBI HAMIDAH KARAM DIN	83002416
SCG	MSSB	NORHAINI BINTI TOMPOK	83002656
SCG	MSSB	ZAITUIN BTE ARIFIN	83002843
SCG	MSSB	ZAINATON BTE SIDUMIN	83002847
SCG	MSSB	NGATINI WAHAB	83002905
SCG	MSSB	MONGAYARTHELAGAM MUTHUSAMY	83003431
SCG	MSSB	ARIYAMALA V S MANIAM	83003449
SCG	MSSB	SINNAMANI S KARUPAYAH	83003477
SCG	MSSB	ROBIYAH ABD RAUB	83003622
SCG	MSSB	RAJESWARY CHELAPPAN	83004229
SCG	MSSB	NORAYA TALIB	83004322
SCG	MSSB	NOR HAFIZAH MD NOOR	83004742
SCG	MSSB	CHAN LEE YING	83004857
SCG	MSSB	SITI HAWA ALIAS	83005230
SCG	MSSB	KAMARIAH JAAFAR	83005257

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	MAZNAH ABD MALEK	83005325
SCG	MSSB	ANITA BT ATAN	83005771
SCG	MSSB	SUMATHI A/P ARUMUGAM	83005874
SCG	MSSB	SHUWAGUADI D/O MUTHUSAMY	83006164
SCG	MSSB	ROSLIAH BT JUMAAT	83006441
SCG	MSSB	VASANTHA A/P MANICKAM	83006734
SCG	MSSB	PUSPALILA A/P MUNIANDY	83006735
SCG	MSSB	KHATIYAH BTE ABD HAMID	83006990
SCG	MSSB	PUSPATHEVI A/P ELLAPPAN	83007129
SCG	MSSB	ROKIAH BTE ABD TALIB	83007217
SCG	MSSB	RATHA A/P SUPPIAH	83007316
SCG	MSSB	FAZILAH BT ABDULLAH	83007519
SCG	MSSB	NORMAH BTE SAJI	83007666
SCG	MSSB	RUBIAH BINTI MOHD ISA	83007671
SCG	MSSB	SUZAINA MANSOR	83007746
SCG	MSSB	SITI FATHIMAH BINTI IBRAHIM	83007768
SCG	MSSB	KAMARIZA BINTI KHAMID	83007814
SCG	MSSB	NOR RABIEAH BT MOHAMMAD NOOR	83007875
SCG	MSSB	FAIZAH BINTI HAMZAH	83007876
SCG	MSSB	SITI MUSLIHAT BTE ZABIDIN	83007889
SCG	MSSB	ZAINAB BTE MOHD NOR	83007890
SCG	MSSB	WAHIDA BT ABD WAHAB	83007894
SCG	MSSB	ZAIDAH BTE ZAKARIA	83007900
SCG	MSSB	NORASHIKIN BINTI ABDULLAH	83007909
SCG	MSSB	SAMSINAR BTE AWALUDIN	83007918
SCG	MSSB	NORZALINA A BAKAR	83007921
SCG	MSSB	RANIMAH BINTI JAMALUDIN	83007935
SCG	MSSB	SALMIAH BT ABDULLAH	83008022
SCG	MSSB	NORIZAH BTE SAMSUDIN	83008033
SCG	MSSB	LIEW YEW FUI	83008543
SCG	MSSB	JAMALIAH BTE JIMIN	83009793
SCG	MSSB	TENGGU ZAINUN BTE RAJA MAHMUD	83009794
SCG	MSSB	RUBIAH BT ABDUL RAHIM	83009924
SCG	MSSB	SALMIAH BTE HAMZAH	83000081
SCG	MSSB	FAHIMAH BTE MUHAMED	83000159

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORASIAH BT MOHO ATAS	83010388
SCG	MSSB	NOOR FISAH BT AHMAD	83010472
SCG	MSSB	SARIAH BTE ABDUL RAHMAN	83010886
SCG	MSSB	R A THANGESWARY A/P ANAMALAI	83011004
SCG	MSSB	JUNAINAH BET SHARIF	83011185
SCG	MSSB	NORMALIZA BET AHMAD	83011490
SCG	MSSB	PUNITHA A/P PONNUSAMY	83012605
SCG	MSSB	HASLINDA BET JAMIL	83012631
SCG	MSSB	ROPEAH BTE ABU BAKAR	83012818
SCG	MSSB	THARAMARAJA A/L PARAMASIVAM	83012856
SCG	MSSB	SEETHA A/P NARAYANAN	83013142
SCG	MSSB	SELVARANI A/P JOHN MATHEWS	83014236
SCG	MSSB	MAGESWARY A/P THANGAVELU	83014817
SCG	MSSB	SOBBA A/P APPOKUTAN	83014818
SCG	MSSB	D THULASINATHAN A/L DAVAN	83015162
SCG	MSSB	VASANTHI A/P KATHERISAN	83015175
SCG	MSSB	JULIEATHIANA BT ABD. LATIF	83015757
SCG	MSSB	SARALA DEVI A/P MANOGARAN	83015845
SCG	MSSB	SHANTHI A/P P. RAJOO	83015898
SCG	MSSB	KHAMIDAH BTE ALUS	83015995
SCG	MSSS	JAMISAH BTE RAZALI	83016004
SCG	MSSB	PARAMESWARY A/P CHINNIAH	83016024
SCG	MSSB	SUHAIMI BIN ABDUL KADIR	83016696
SCG	MSSB	NORAHYATI BINTI MOHD ATAS	83016698
SCG	MSSB	ROSIDAH BT MOHAMED NAIM	80316703
SCG	MSSB	HAMIDAH BINTI BERAHIM	83017030
SCG	MSSB	MUNIANDY A/L MUNION	83017048
SCG	MSSB	SURAYA BINTI SAID	83017075
SCG	MSSB	KUMARAN A/L ARIKRISHNAN	83017166
SCG	MSSB	NAZIHA BINTI ZAKRI	83017285
SCG	MSSB	SURIYANTI BT PARDI	83017410
SCG	MSSB	AZLINA BINTI HUSSAIN	83017447
SCG	MSSB	NORMAH BINTI ALI	83017854
SCG	MSSB	ROSIDAH BT KAMADIN @ KAMARUDDIN	83017855
SCG	MSSB	NASHIDAH BINTI MAT SAARI	83017870
SCG	MSSB	NORAZIMAH BT YATIM	83017905
SCG	MSSB	SARJIT KAUR A/P DAL SINGH	83018068
SCG	MSSB	NOR AZLINA BINTI ALIAS	83018074
SCG	MSSB	MAZWATI BINTI MAARIF	83018785
SCG	MSSB	MAZHANI BINTI MAARIF	83018788
SCG	MSSB	ROSLIZA BINTI RAMLI	83018806
SCG	MSSB	NORIAH BT UJANG	83006711
SCG	MSSB	NOORHAYATI BTE MD JAKI	83008558
SCG	MSSB	ROSMAWARIANA BTE SINDUT	83010342
SCG	MSSB	ZILINA ELIAS	83001248

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	SITI JARIYAH BARDAN	83001846
SCG	MSSS	RAMLAH BTE IBRAHIM	83002845
SCG	MSSB	AZIZAH YAHYA	83004574
SCG	MSSB	JAMALIAH JAMIL	83004990
SCG	MSSB	MANIMALA NACHMUTTU	83005505
SCG	MSSB	VIJAYA A/P GOVAKRISHNAN	83005905
SCG	MSSB	HAMIDAH BT OTHMAN	83006465
SCG	MSSB	SUSILA DEVI A/P A KRISHNAN	83006485
SCG	MSSB	MARIYAM BT HASHIM	83007064
SCG	MSSB	AIDAH HASSAN	83007068
SCG	MSSB	NORSAH MOHAMMAD SHARIFF	83008199
SCG	MSSB	ZAINAH BTE NORDIN	83010016
SCG	MSSB	MUNNIAMAH A/P PUTIAPPAN	83010206
SCG	MSSB	KHATIJAH BTE MD SALLEH	83010531
SCG	MSSS	ROSLINDA BT MANSOR	83010850
SCG	MSSB	ZANIAB A/P T ASSINER	83012374
SCG	MSSB	INTHIRANI A/P KANDASAMY	83015760
SCG	MSSB	ROSNAH AHMAD	83000298
SCG	MSSB	NORRAHIMA BT MD YASIN	83000696
SCG	MSSB	SARASWATHY N	83001370
SCG	MSSB	SITI HAZAR BT ABD RAHMAN	83002194
SCG	MSSB	NORZALINA SYD OMAR	83002203
SCG	MSSB	PATHMAVATHY RAJAGOPAL	83002547
SCG	MSSB	SAELAH DERON	83003088
SCG	MSSB	NORMALA MOHD NOOR	83004069
SCG	MSSB	SAADIAH SARIANUM	83004093
SCG	MSSB	JARAH SALLEH	83004372
SCG	MSSS	MARIAMMAL A/P SINNAPYAN	83006348
SCG	MSSB	SHRIMAH BT SULAIMAN	83006475
SCG	MSSB	A SAROJAH A/P APPADURAI	83006758
SCG	MSSB	SALMI BINTI ABU SAMAH	83006918
SCG	MSSB	SITI AISHAH BT BIDEN	83008531
SCG	MSSB	AZLINA BT ABDUL RAUF	83008720
SCG	MSSB	NORASIMAH BTE MANSOR	83008754
SCG	MSSB	SHANTHI A/P MUNIANDY	83009344
SCG	MSSB	SUHANA BINTI ABD JAMAL	83009743
SCG	MSSB	SITI SARIMAH BT ABU NAHAM	83009775
SCG	MSSB	MAZNY BT KHAMIS	83009923
SCG	MSSB	VASANTHA A/P RAMAYIAH	83010378
SCG	MSSS	HASNAH BT UJANG	83011123
SCG	MSSB	NORZILA BINTI WANG	83011582
SCG	MSSB	GUNASUNDAREE A/P SUBRAMANIAM	83011732
SCG	MSSB	HUZAIMAH BT ABDULLAH	83013302
SCG	MSSB	HASMALINDA BINTI HASAN	83013777
SCG	MSSB	JULIANA BINTI ABDUL RANI	83014080
SCG	MSSB	FATIN FALZAH BT JAAFAR	83014281

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	THILAHAM A/P SURAMANIAM	83014326
SCG	MSSB	HALIJAH BINTI MAHMUD	83014822
SCG	MSSB	SUMATHI A/P PEROMAL	83015180
SCG	MSSB	NORLIAH BINTI IBRAHIM	83015197
SCG	MSSB	SAMSUL BIN SAHMAN	83015278
SCG	MSSB	SUMIAH BINTI ABD RAHMAN	83016005
SCG	MSSB	JUNAIDAH BT JAMALUDDIN	83016113
SCG	MSSB	ISMARSURIYA BTE ISMAIL	83016507
SCG	MSSB	INTAN MAZLINA BINTI ISMAIL	83016512
SCG	MSSB	MAZLINA BINTI PILUS	83016879
SCG	MSSB	RUSNANI BINTI RUSLI	83017626
SCG	MSSB	MD ALI BIN NUSRI	83018288
SCG	MSSB	VIJAYAKUMAR A/L BERIN@ VEERAN	83018300
SCG	MSSB	MARSITA ABD WAHAB	83000120
SCG	MSSB	KATIJA AHMAD	18000168
SCG	MSSB	PERIDAH HANOM AHMAD	83001365
SCG	MSSB	VERGINIA LAZAROO	83001732
SCG	MSSB	MALINE THANGAVELU	83002040
SCG	MSSB	ZALEHA BT ABD RAZAK	83002259
SCG	MSSB	RAKIAH HUSSIN	83002312
SCG	MSSB	ZUREENA BT ABD RAHMAN	83002355
SCG	MSSB	FOZIAH MOHD NOOR	83002633
SCG	MSSB	NORISAM OTHMAN	83003168
SCG	MSSB	MAIMUNAH EANUSI	83003490
SCG	MSSB	NORRISAH HAMID	83003805
SCG	MSSB	SITI EZZAH SAIDIN	83003844
SCG	MSSB	NOR AZLINA ARIS	83003983
SCG	MSSB	ZAITON SIRAN	83004615
SCG	MSSB	MAIMON OSMAN	83004912
SCG	MSSB	NORAINI SAGAP	83004950
SCG	MSSB	ZALEHA SELAMAT	83004973
SCG	MSSB	KANNIAMMAH MARIMUTHU	83004977
SCG	MSSB	ANIMATON AHMAD	83005041
SCG	MSSB	NOOR AZIZAH HASSAN	83005401
SCG	MSSB	CHEONG SOO CHENG	83006481
SCG	MSSB	FAUZIAH IDRIS	83006486
SCG	MSSB	S DANALETCHERY	83006885
SCG	MSSB	NORLIZATION BT RAZALI	83006983
SCG	MSSB	HAZLIN BINTI ABDUL HALIM	83007178
SCG	MSSB	NORESHAH BTE AHMAD	83007288
SCG	MSSB	NORLIZAN BINTI HARON	83008008
SCG	MSSB	JULIA BT JIPUN	83008297
SCG	MSSB	NURIFAH BT HARUN	83008919
SCG	MSSB	NORLIN SAHARI	83009263
SCG	MSSB	RAGAYAH BTE RAHMAN	83009623
SCG	MSSB	SITI RAHMAH BT MD ALI	83009679

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	HAMIDAH BINTI HARUN	83009749
SCG	MSSB	RASAMALAR A/P SIYIKUDI	83010347
SCG	MSSB	VIDHYAWATHY D/O BALAN	83011059
SCG	MSSB	NORHIZA BT SULAIMAN	83011177
SCG	MSSB	JAMIAH BTE JAMALUDDIN	83011704
SCG	MSSB	SITI SARINA BINTI MANAP	83011949
SCG	MSSS	SAZURA BT MOHD TAN	83012353
SCG	MSSB	NOR HAZLLZA BINTI MOHD DIAH	83014873
SCG	MSSB	JAYALICMY A/P RAJALINGAM	83015628
SCG	MSSB	INTAN ANUM BINTI ABDUL AZLZ	83015812
SCG	MSSB	UMA MAGESWARI A/P SUPPIAH	83016757
SCG	MSSB	SAIDA BONOO BINTI MIRZA GHULAM NABI	83016834
SCG	MSSB	SIVAKUMAR A/L. BERIN @ VEERAN	83018301
SCG	MSSB	FADILAH ABD JALIL	83001280
SCG	MSSB	NURAINI UJANG	83001863
SCG	MSSB	SALMY BINTI BAHARUDDIN	83002069
SCG	MSSB	SURIYATI RASID	83002135
SCG	MSSB	HAYATI MOHD JUNOS	83003179
SCG	MSSB	ROZITA DAUD	83003251
SCG	MSSB	MAGISVARI A/P NAGOORAN	83006863
SCG	MSSB	ZARYAH BINTI ABD AZIZ	83007974
SCG	MSSB	SHARIFAH MARINI BTE SYED MOKHTAR	83007990
SCG	MSSB	SURIANI BTE ABDUL LATIP	83011579
SCG	MSSB	RUSMAH BINTI MOHD YUSOF	83011884
SCG	MSSB	SHARIMAH BTE MOHD SHUKOR	83013336
SCG	MSSB	AZAMI BIN JAMALUDIN	83015335
SCG	MSSB	NOSNANI BTI YUNOS	83016857
SCG	MSSB	NORAINI BINTI MD NOR	83018451
SCG	MSSB	NIRMALA A/P SELVARAJU	83018571
SCG	MSSB	MASIRAH SHARIL	83001806
SCG	MSSB	ZAIMAH ALIAS	83003416
SCG	MSSB	NORMAH BTE HASAN	83003510
SCG	MSSS	VASANTHA A/P BATUMALAI	83006181
SCG	MSSB	VENI A/P AHAMBARAM	83006262
SCG	MSSB	AMIRTHA VALLI A/P RAMACHANDRAN	83007194
SCG	MSSB	RUZILAWATI BT. MOHD ASLI	83012233
SCG	MSSB	ANNIE A/P THOMAS ANTHONY	83014837
SCG	MSSB	NOR ALIZA BTE MAT SALLEH	83015429
SCG	MSSB	NORADILAH BT BUKHARI	83015484
SCG	MSSB	SABARIAH BINTI KASIM	83015616
SCG	MSSB	SANDI A/P PUTIAPPAN	83016072
SCG	MSSB	KUMUTHA A/P SASGARAH	83016455
SCG	MSSB	ROHAYATI BINTI AHAD	83017849
SCG	MSSB	NOR AZISHAM BIN ABU SAMAH	83018046
SCG	MSSB	NORAYU BINTI RAHIM	83018169
SCG	MSSS	NORSIMAH BET MOHD SERI	83000094

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	NORAZIAH AB RAZAK	83000239
SCG	MSSB	JAMILAH BT BUYONG	83000912
SCG	MSSB	KASUA IDRIS	83001131
SCG	MSSB	NORIHA BT IBRAHIM	83001415
SCG	MSSB	JUNAIDAH IBRAHIM	83001784
SCG	MSSB	ARBAATON NAHAR	83001798
SCG	MSSB	MARIAM BT MD SAH	83002096
SCG	MSSB	ZAHRIAH AHMAD	83002258
SCG	MSSB	CHELLAMAH CHELLAPAN	83002266
SCG	MSSB	AZIZAH AHMAD	83002316
SCG	MSSB	SITI KATHIJAH BT MANSOR	83002344
SCG	MSSB	LETCHUMI DEVI WASU	83002374
SCG	MSSB	JALILAH MAHAMI	83002412
SCG	MSSB	NORIAH KASBUN	83002609
SCG	MSSB	ROSNAH BULIN	83002724
SCG	MSSS	BARIAHTUN BTE SALIM	83002964
SCG	MSSB	YATIMAH SELAMAT	83003339
SCG	MSSB	ZAINAB BT BIDIN	83003518
SCG	MSSB	SITI HAJAR BT SHARIF	83003533
SCG	MSSB	ZAINAP A MALEK	83003568
SCG	MSSB	AMBIGA VELAYADKAN	83003841
SCG	MSSB	SITI ZA HARAH SANUSI	83004083
SCG	MSSB	SANIAH HARUN	83004847
SCG	MSSB	SH ROZAYA SYED JAAFAR	83005480
SCG	MSSB	PONKODI A/P MALAYAPPEN	83005558
SCG	MSSB	SITI SALMIAH ALI	83005770
SCG	MSSB	ALIAH BT KASAH	83005948
SCG	MSSB	KARTHIANI A/P NARAYANAN NAIR	83005966
SCG	MSSB	ZURAIDA BT ABDUL LATIF	83006083
SCG	MSSB	ZAHRAH BT OSMAN	83006101
SCG	MSSB	KHATIJJAH BT MAAROF	83006207
SCG	MSSS	MASRIAH BT HASSAN	83006286
SCG	MSSB	LETCHUMY D/O ARUMUGAM	83006336
SCG	MSSB	MAIMUNAH BT MOHO YUSOF	83006488
SCG	MSSB	CHAN LEE CHOO	83006502
SCG	MSSB	ROGAYAH HARUN	83006567
SCG	MSSB	UMI KALSOM BT AS WAHAB	83006686
SCG	MSSB	NORIDAH BT TAIB	83006738
SCG	MSSS	NOORRIZAN BT OSMAN	83006803
SCG	MSSB	NORHANAN BINTI MOHD NOOR	83006822
SCG	MSSB	ROHANA BTE MD JAYA	83006825
SCG	MSSB	NORRAILAY BTE SALIM	83006839
SCG	MSSB	SALWATI BTE MD SHAH	83006888
SCG	MSSB	GAN KIM HAI	83006916
SCG	MSSB	VALLIAMMAH A/P PERLASAMY	83006944
SCG	MSSB	HARISHAH BTE ABDUL MALEK	83006965

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	ROHAIYAH ABDUL RAHMAN	83006968
SCG	MSSB	ROHANI BTE KASIM	83006973
SCG	MSSB	SALINA BT JUJI	83007014
SCG	MSSS	HAZIZAH BT KAMARUDDIN	83007020
SCG	MSSB	TAMIL SELVI A/P MUTHUSAMY	83007031
SCG	MSSB	SHAMSHIAH MOHD YUSOFF	83007034
SCG	MSSB	HARIAH BTE IBRAHIM	83007095
SCG	MSSB	JUNAIDA BT MOHD KASIM	83007100
SCG	MSSB	NORSURIYATI BTE KAMARUDDIN	83007111
SCG	MSSB	ZAITON BTE AHMAD	83007183
SCG	MSSB	MAHANI BT AHMAD	83007426
SCG	MSSB	ZAUNDA BTE ZAKARIA	83008104
SCG	MSSB	HASLINA BT HARUN	83008110
SCG	MSSB	ZALEHA BTE NORDIN	83008362
SCG	MSSB	ZALINA BINTI MOHD KUDUS	83008444
SCG	MSSB	SALIZA BTE KASIM	83008457
SCG	MSSB	SAIDAH BTE IDRIS	83008459
SCG	MSSB	HAPASAH BINTI SHARIF	83008819
SCG	MSSB	FARIZAH PIEI	83008966
SCG	MSSB	UMA DEVI A/P SUBRAMANIAM	83008975
SCG	MSSB	FAZILAH BTE IDRIS	83009067
SCG	MSSB	MEHALA A/P MUTHUSAMY	83009472
SCG	MSSB	ZULAIHA BT ABDUL RAHMAN	83009552
SCG	MSSS	ROSLINA BT MOHD JAMIL	83009684
SCG	MSSB	NORAZLINA BTE MANAF	83009613
SCG	MSSB	ASMIDAR BINTI A RAHMAN	83009685
SCG	MSSB	ZURAINI BINTI MAULUD	83009902
SCG	MSSB	MARELYZA BTE MOHD DIAH	83010124
SCG	MSSB	T. KAMISAH BT TAMAN	83010125
SCG	MSSB	M RAJESWARI A/P MANICKAM	83010200
SCG	MSSB	NORLIZA BINTI MOHD NASIR	83010225
SCG	MSSB	RUZITA BINTI SHAHARUDIN	83010226
SCG	MSSB	SAMSINA BT SAMSUAMBIA @ SAMSUDIN	83010245
SCG	MSSB	AZLIATON BTE AYOB	83010292
SCG	MSSB	ROHANA BINTI BAKAR	83010293
SCG	MSSB	NOR IDA BT TAJUDDIN	83010359
SCG	MSSB	ROSIAH BTE HITAM	83010384
SCG	MSSB	MAHERAN BINTI BAKAR	83010409
SCG	MSSB	NOORAZLINA BTE AB RAHMAN	83010421
SCG	MSSB	SALMIAH BTE HASSAN	83010422
SCG	MSSB	NORHANIZAN BTE SABTU	83010519
SCG	MSSB	NORAINI BTE ABU BAKAR	83010525
SCG	MSSB	NORHAMIZAH BT MUHAMAD	83010561
SCG	MSSB	KAMARIAH BT MAT JAHAM	83010590
SCG	MSSB	REGINA A/P JESU DASS	83010695
SCG	MSSS	AZIZAH A/P ARTHAM	83010879

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	NORHAZIZAH BTE ABAS	83010889
SCG	MSSB	AMIDAH BT KONTING	83011662
SCG	MSSB	SALINAH BINTI SULONG	83011793
SCG	MSSB	ZUHAILA BINTI ADAM	83011796
SCG	MSSB	NORHASIMAH BT ISMAIL	80011803
SCG	MSSB	NORFAZILAWATI BINTI MOHD JANI	83012146
SCG	MSSB	MAFIZAH BINTI IDRUS	83012186
SCG	MSSB	ROSLINA BT HJ HASAN	83012284
SCG	MSSB	ROZITA BINTI ZAINAL ADIDIN	83012463
SCG	MSSB	JAMILAH BTE HASSAN	83012509
SCG	MSSB	SALMA BINTI HAJI BAHARUDDIN	83012599
SCG	MSSB	SORIAH BINTI BASIR	83012625
SCG	MSSB	HALIMATUL SA'AADIAH BT ABDULLAH	83012664
SCG	MSSB	SUJATA A/P SIVASANKARAN	93012717
SCG	MSSB	LEELA DEVI A/P GOPAL	83012763
SCG	MSSB	ROSNi BT SUDIN	83012807
SCG	MSSB	MAZIAH BINTI MT YUSUF	83012825
SCG	MSSB	RAFEAH BT MOHD BAKI	83012887
SCG	MSSB	NORLELA BINTI MD SOL	83012976
SCG	MSSB	HAZIZAH BT MOHD RAMLI	83012977
SCG	MSSB	JASBIAR KAUR D/O KARNAIL SINGH	83012985
SCG	MSSB	LELA BT MOHD YUSOP	83012987
SCG	MSSB	SITI ZAITUN BINTI MUSTAFA	83012990
SCG	MSSB	SITI ESHAH BINTI YAAKOB	80313019
SCG	MSSB	ALMURISAH BT ALIMAT	83013023
SCG	MSSB	FATIMAH BTE AHMAD	83013058
SCG	MSSB	SURIA BT DAUD	83013117
SCG	MSSB	NORANI BINTI SHAHARI	83013179
SCG	MSSB	SALBIOYAH BT ZAHIRAN	83013182
SCG	MSSB	NORALIZA BTE GAMBOR	83013321
SCG	MSSB	SHARIPAH RAZIAHH BT ALIAS	83013405
SCG	MSSB	RUSSINAH BT BAHARIN	83013473
SCG	MSSB	SAFINAH BINTI SALIM	83013605
SCG	MSSB	SUHIANI BINTI UJANG	83013606
SCG	MSSB	RUZINAWATI BINTI BAHAROM	83013608
SCG	MSSB	NORKASIKIN BINTI ZAINAL ABIDIN	83013614
SCG	MSSB	BATHMA A/P ARUMUGAM	83013645
SCG	MSSB	SANISAHURI BT BARDI	83013758
SCG	MSSB	SAROGINY A/P ATHNIANNAN	83013764
SCG	MSSB	SANTHI A/P SUPRAMANI	83013773
SCG	MSSB	AINULMAR BINTI MISRAN	83013834
SCG	MSSB	MONALIZA BINTI MOHD DOM	83013840
SCG	MSSB	AHYUNA BINTI ABU BAKAR	83013847
SCG	MSSB	EZELENA BINTI ABOULLAH	83013862
SCG	MSSB	NORLINA BINTI ABD MALEK	83013943
SCG	MSSB	HAMIDAH BTE MOHD ARIFF	03014439

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	TANGAMAH A/P VADIAPPAN RAMAN	83014446
SCG	MSSB	NORAINI BINTI ZAINALABIDIN	83014450
SCG	MSSS	TANALACHEMY A/P KUPPAN	83014485
SCG	MSSB	NORZIMAH BINTI IDRIS	83014526
SCG	MSSB	SANIAH BINTI TUKIRAN	83014574
SCG	MSSB	NAZRI BIN YUSOF	83014872
SCG	MSSB	ZAINUDIN BIN SULAIMAN	83014886
SCG	MSSB	ZAMIRAMBIA BIN HASSAN	83014892
SCG	MSSB	RIZAL BIN ADAM	83014959
SCG	MSSB	YUSMAWAT1 BINTI BAHAPIN	83015097
SCG	MSSB	AISAH BINTI BOJENG	83016253
SCG	MSSB	NOR SHILA BINTI OSMAN	83016268
SCG	MSSB	VASANTHI A/P BATUMALAI	83016343
SCG	MSSB	MARIANA BINTI MAT RAMI	83016433
SCG	MSSB	MASLINDA BINTI AB KARIM	83016434
SCG	MSSB	MAZIDAH BINTI MAT RANI	83016435
SCG	MSSB	YUSRY BIN HUSSIN	83016441
SCG	MSSB	NOORHAFIZAH BINTI HUSIN	83016551
SCG	MSSS	NORZALIZA BT ABDUL RAZAK	83016552
SCG	MSSB	SITI ZARINA BINTI ZAINUDDIN	83016556
SCG	MSSB	NORMAZILAH BINTI ABDUL RAHMAN	83016603
SCG	MSSB	NYANASUNDARI A/P SELVANAYAGAM	83016622
SCG	MSSB	FARIDAH BINTI JANTAN	83016654
SCG	MSSB	SITI MARLINA BINTI ISTAMAR	83016718
SCG	MSSB	AYUAH BT SCOTT	83016736
SCG	MSSB	NORWIAH BINTI MAHMUD	81016745
SCG	MSSS	SHARIFAH BINTI NORDIN	80167446
SCG	MSSB	ZALINA BINTI SHARIF	83016777
SCG	MSSB	SANIAH BT MD SHARIFF	83016824
SCG	MSSB	NOORAIN BINTI ZAINAL	83016843
SCG	MSSB	NORHAYATI BINTI KAMARUDIN	83016939
SCG	MSSB	HASNIZA BINTI BAKARIN	83016958
SCG	MSSB	SALINA BINTI SULAIMAN	83016961
SCG	MSSB	LAILEY BINTI JONED	83017276
SCG	MSSB	NORANI BINTI ALI	83017545
SCG	MSSB	SHAHIIDA BINTI YAKUB	83017645
SCG	MSSB	SITI KHADIJAH BINTI YASIN	83017711
SCG	MSSB	NOOR KAMALIA BINTI MOHD KAMIL	83017793
SCG	MSSB	NORLAILI BINTI ARSHAD	83017850
SCG	MSSB	KAMARIAH BINTI DAHLAN	83018236
SCG	MSSB	MAZLINA BINTI MAHMOR	81021651
SCG	MSSB	ROHAYA MAAROF	83000159
SCG	MSSS	SAFIAH BT JAMALUDIN	83000262
SCG	MSSB	SILVARANI D/O PERUMAL	83000341
SCG	MSSB	NORAZIZAH MOHD NOR	83000672
SCG	MSSB	NORIMAH SAHARI	83000861

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	RAMLAH BT HITAM	83000914
SCG	MSSS	NORASIDAH MOHD YUSOF	83001125
SCG	MSSB	RUMINI BT DHARSONO	83001923
SCG	MSSB	ROHANI BT ABD MALEK	83002003
SCG	MSSB	NORAINI BT ARDIN	83002031
SCG	MSSB	SITI HAWAZAH BT YUSOF	83002057
SCG	MSSB	ROGAYAH BTE SELAMAT	83002243
SCG	MSSB	RAMLAH MOHD ALI	83002293
SCG	MSSB	ROHAYA IBRAHIM	83002391
SCG	MSSB	NOR RAINI BTE SASIDIN	83002398
SCG	MSSB	SALMIAH BT ABD TALIB	83002670
SCG	MSSB	SITI HAWA BINTI JAAFAR	83003048
SCG	MSSB	NORSIMAH BT MANSOR	83003211
SCG	MSSB	NORASIMAH YUSOFF	83003215
SCG	MSSB	CHE MUZIYAH BINTI MD JAI	83003219
SCG	MSSB	ROHAYA ZAINUDDIN	83003446
SCG	MSSB	ROSLINA TALIB	83003585
SCG	MSSS	MISRINAH SIMIN	83003684
SCG	MSSB	LEHAN ABDULLAH	83003728
SCG	MSSB	SABARIAH MOHD NAYAN	83003822
SCG	MSSB	RAHIMAH JANI	83003979
SCG	MSSS	SITI ROMIZAN ABD RAHIM	83004042
SCG	MSSB	MIRZA FUADAH HASSAN	83004044
SCG	MSSB	ZAINON IDRIS	83004049
SCG	MSSB	FATIMAH ABDULLAH	83004050
SCG	MSSB	MAIMUNAH ITAM	83004096
SCG	MSSB	MAZNAH BT YASIN	83004160
SCG	MSSB	SELLAMMAL D/O PANNIR SELVAM	83004186
SCG	MSSB	BADARIAH IBRAHIM	83004273
SCG	MSSB	NAREZAM AHMAD	83004383
SCG	MSSB	NORAINI HASSAN	83004398
SCG	MSSB	NORZILA RAMLI	83004581
SCG	MSSB	ROSWATI KAMARUZAMAN	83004632
SCG	MSSB	ALAGAMMAH CHINNIAH	83004737
SCG	MSSB	AMARJEET KAUR	83004751
SCG	MSSB	RAHMAH IDRIS	83004828
SCG	MSSB	KURSHIAH MUSA	83004839
SCG	MSSS	ROHANA HUSIN	83005084
SCG	MSSS	NORAINI BTE AB TAHAR	83005312
SCG	MSSB	MARIAM LATIF	83005387
SCG	MSSB	ZAHARLAH SIDEK	83005428
SCG	MSSB	SITI ZAINAB MAJID	83005476
SCG	MSSS	BARIAH BTE SUKOR	83005721
SCG	MSSB	BADARIAH ABDUL JALIL	83006154
SCG	MSSB	TAMIL SELVI A/P VELLAIAN	83006163
SCG	MSSB	KAMALA A/P KOLANDAI	83006180

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	AZIZAH BT SALLEH	83006191
SCG	MSSB	NORAZLINA MOHD AMIN	83006193
SCG	MSSB	MAZNAH BT ESTAR	83006210
SCG	MSSB	WAN NOOR AKMALIZA	83006263
SCG	MSSB	NIZARUDIN B BAHAMAN	83006630
SCG	MSSB	SUSEN A/P DAVID	83006751
SCG	MSSB	NORAIDA BT MOHD TAHAR	83006781
SCG	MSSB	NAGESWARI D/O KRISHNAN	83006782
SCG	MSSB	M RAJESWARI D/O MUNUSAMY	83007895
SCG	MSSB	PARAVATHY A/P VARRAPAN	83006814
SCG	MSSB	V PUSPARANI D/O VEERAPPAN	83006829
SCG	MSSS	SAIMAH BT MIDUN	83006834
SCG	MSSB	NORAZIAH BTI MOHD ZAIN	83006928
SCG	MSSS	ZURINA BTE ZULKAPLY	83006953
SCG	MSSB	RAMLAH BTE SALLEH	83006969
SCG	MSSB	ROZETA BT HASSAN	83007058
SCG	MSSB	FARIDAH BT JAAFAR	83007072
SCG	MSSS	ANANTHA VALLEY A/P KARUPPIAH	83007108
SCG	MSSB	ROHAYA BT ABD RAHMAN	83007143
SCG	MSSB	SARASWATHY A/P VEERASAMY	83007353
SCG	MSSB	AIDAH BT ABDUL RAHMAN	83007365
SCG	MSSB	NOR RAHAYATI SHAWAL	83007462
SCG	MSSB	ZURIDAH BTE ALWI	83007465
SCG	MSSB	ZALIZA BTE LATIF	83007779
SCG	MSSB	PUTTARAMA A/P MUTHAN	83007821
SCG	MSSB	NOR AFIDAH BT SHAHIL	83007847
SCG	MSSB	MALIGAH A/P MUNUSAMY	83007989
SCG	MSSB	JALILA BTE YAHAYA	83008124
SCG	MSSB	KASMAH BTE MAT	83008151
SCG	MSSB	SANIAH BAHARUDIN	83008269
SCG	MSSB	ROHANA BTE ZULKIFLI	83008332
SCG	MSSB	ZALIHAN BINTI JIDIN	83008381
SCG	MSSB	MUNIAMMAH A/P MUNUSAMY	83008416
SCG	MSSS	SARASWATHY A/P SUPPIAH	83008523
SCG	MSSB	NORASAH BTE AB GHANI	83008532
SCG	MSSB	AMELIA BT ARIFFIN	83008658
SCG	MSSB	SHARIFAH BT MOHD YUSOF	83008666
SCG	MSSS	NORZELAH BTE HJ AHMAD	83008707
SCG	MSSB	NORAZIZAH BTE MUSTAPHA	83008776
SCG	MSSB	ZALINAH BTE IBRAHIM	83008814
SCG	MSSB	JURIAH BTE MOHTAN	83008952
SCG	MSSB	SITI SARAH BTE MOKHTAR	83008972
SCG	MSSB	ANITA BTE MOHD DIN	83009135
SCG	MSSB	NORAZLZAH BTE AHMAT	83009138
SCG	MSSB	NORAISAH ALIAS	83009139
SCG	MSSB	RUBIAH BINTI OSMAN	83009144

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	SITI AISHAH BTE MOHAMED ARIFF	83009146
SCG	MSSB	SITI AMINAH B MAHAT	83009559
SCG	MSSB	JASPIN A/P SILUVAI	83009587
SCG	MSSB	NOOR ZAILAH BTE MD DERIS	83009648
SCG	MSSB	ROSHIDA BTE SHAMSUDIN	83009689
SCG	MSSB	CICELIA ANTHONY A/P IRUDAYASAMY	83009732
SCG	MSSB	ROZILA BTE OMAR	83009762
SCG	MSSB	NOR ZALINA BT WAHAB	83009910
SCG	MSSB	PUSHPAVALLY A/P BALAKRISHNAN	83010024
SCG	MSSB	RUSLIN BINTI HJ BUJANG	83010108
SCG	MSSB	SITI ZAITUN BINTI HASSAN	83010375
SCG	MSSB	N VIJAYA A/P NARAYANASAMY	83010397
SCG	MSSB	NORASMAH MOHAMAD	83010514
SCG	MSSB	NORA BT MAAMOR	83010557
SCG	MSSB	LORA BT HARUN	83010789
SCG	MSSB	FAUZIAH BINTI MOHAMAD	83010800
SCG	MSSB	ROJUNAIDAH BT ROSLI	83011001
SCG	MSSB	SITI BTE ALIAS	83011383
SCG	MSSB	MAZNUN BINTI HATHEE	83011688
SCG	MSSB	ROSLEENDA BTE ABDULLAH	83011691
SCG	MSSB	SURIYANI BINTI SULAIMAN	83011921
SCG	MSSB	MARGUERITE A/P ANTHONY	83012008
SCG	MSSB	AZLINA BTI OTHMAN	83012208
SCG	MSSB	SITHALETCHUMY A/P BANGARU	83012219
SCG	MSSB	NORHIZAMMIMAH SINTI ABD. RAHMAN	83012256
SCG	MSSB	CEK RAM SINTI MANAP	83012278
SCG	MSSB	ROHANI BT ISMAIL	83012373
SCG	MSSB	NORLINDA BTE MOHAMAD NOR	83012439
SCG	MSSB	PARAMESVARL A/P NAGGAPPA	83012510
SCG	MSSB	ALIRA BINTI YAAKOP	83012519
SCG	MSSB	NOOR HAYATI BINTI YAHYA	53012557
SCG	MSSB	SEVANEESWARY A/P KANDIAH	81012590
SCG	MSSB	AIDAWATI BINTI MOHD JAAFAR	83012702
SCG	MSSB	SHARIPAH BT CKE SEMAN	83012762
SCG	MSSB	INDRAWATI BTE ANIS	83012789
SCG	MSSB	HASLIZA BTI ISMAIL	83012817
SCG	MSSB	SERIAH BINTI ITAM	83012824
SCG	MSSB	GUNASUNDARY A/P RAMASAMY	83012890
SCG	MSSB	MAZLINA BINTI MOHD JIN	83012919
SCG	MSSB	ROSZITA BTE MANAP	83012924
SCG	MSSB	ASMAH BTE AZIZ	83012930
SCG	MSSB	LAILA BT M. ABDUL MAJID	83013039
SCG	MSSB	DEVU A/P RAGAVANAIR	83013049
SCG	MSSB	KASMAH BINTI ISA	83013050
SCG	MSSB	MALAR A/P SELLUM	83013120
SCG	MSSB	JEYACILI DORAIRAJOO	83013277

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	RUSNIZA BT RUSLAN	83013291
SCG	MSSB	JAMALIAH JAAMAT	83013332
SCG	MSSB	NORMAH BTE SHARIFF	83013333
SCG	MSSB	ZAINUN BTE NAIM	83013360
SCG	MSSB	MALLIGA DEVI A/P MALACHAMY	83013361
SCG	MSSB	ZOUYAH BTE ARIFFIN	83013372
SCG	MSSB	JANAGI A/P SUNDORARAJU	83013435
SCG	MSSB	HASMAH BINTI HASHIM	83013462
SCG	MSSB	NORRELA BT SEDEK	83013479
SCG	MSSB	FAZILAH BINTI AN	83013567
SCG	MSSB	NORHANUM BINTI MOHAMMAD	83013855
SCG	MSSB	SAMSI AH BT ALI	83013907
SCG	MSSB	NOR ASHIKIN BINTI ISMAIL	83014038
SCG	MSSB	NORHAYATIHAZRIN BT KADRAY	83014070
SCG	MSSB	SERENA BT ISMAIL	83014160
SCG	MSSB	THANALETCHUMI A/P PARAMAL	83014279
SCG	MSSB	MAZINAH BINTI IBRAHIM	83014306
SCG	MSSB	SHARIFAH BT JALANI	83014494
SCG	MSSB	NOORITA BINTI ABDUL RAHMAN	83014495
SCG	MSSB	KALAIYARASI A/P GUNASENGARAN	83014544
SCG	MSSB	NORLILA BINTI MOHD YUSOF	83014549
SCG	MSSB	RATHA A/P PAJAPAN	83014551
SCG	MSSB	NOORMAH BTI HASHIM	83014731
SCG	MSSB	FATIMAH BINTI KUDDUS	83014836
SCG	MSSB	AHMAD BIN MAHMUD	83014879
SCG	MSSB	SIVAPAKIAVATHEE A/P RAJAGOPAL	83014901
SCG	MSSB	MOHD RAFEQ BIN MAHMUD	83014971
SCG	MSSB	SYAMSINA BTE SAMSUDIN	83014980
SCG	MSSB	MARIYAYEE A/P K RAMANIAL	83015090
SCG	MSSB	ZAITUN BINTI MOKHTAR	83015091
SCG	MSSB	NORHAFLZAH BTE MOHAMMAD NOOR	83015638
SCG	MSSB	NOR RIZAM BINTI YAZID	83015776
SCG	MSSB	MOHD HELMY BIN MANAN	83015972
SCG	MSSB	MOHD ZULKIFLI BIN MOHD YASIN	83016973
SCG	MSSB	NORIZAN BTE KAMARUDDIN	83016233
SCG	MSSB	NORAIN BINTI ITHNIN	83016422
SCG	MSSB	SAFIZAH BT SARIYAN	83016425
SCG	MSSB	NORHAIZAL BINTI KAMARUDIN	83016583
SCG	MSSB	SURIYATI BINTI KATOR	83016723
SCG	MSSB	MO SANI BIN MD ALI	83016728
SCG	MSSB	NURZALLZA BINTI RAZALI	83016758
SCG	MSSB	MOHD MIZAR BIN SULAIMAN	33016889
SCG	MSSB	BALASUBRAMANIAM A/L KARUMEGAM	83016892
SCG	MSSB	MUHAMAD GHARIB BIN DAHALAN	83016894
SCG	MSSB	KHAMASKAHRIL BIN GHAZALI	83016896
SCG	MSSB	VASANTA A/P MUNUSAMY	83016899

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	MOHD ZAIDI BIN YAAKOB	83016943
SCG	MSSB	BALKHIS SINTI JUHARI	83016945
SCG	MSSB	NORIZAH BINTI BARARUM	83017093
SCG	MSSB	SITI NORAZLINA BINTI ABDUL RAHMAN	83017097
SCG	MSSB	SARASWATHI A/P SUBRAMANIAM	83017143
SCG	MSSB	ANANTHI A/P KANDASAMY	53017161
SCG	MSSB	MOHD ZAMRI BIN MOHD NOOR	83017192
SCG	MSSB	AMIZAL BIN MUSTAFA	83017193
SCG	MSSB	HUZAIMAH BT AB RAHMAN	83017228
SCG	MSSB	SEELA AM PALANIANDY	83017283
SCG	MSSB	MARIAH BINTI AWALUDIN	83017294
SCG	MSSB	ROHANA BINTI KAMARUDIN	83017301
SCG	MSSB	AEMIE SALIZA BINTI ROSDI	83017302
SCG	MSSB	MOHD HANIFF BIN MOHD DIN	83017351
SCG	MSSB	SYAHARUDDIN BIN MOHD YUSOF	83017429
SCG	MSSB	KASNAH BT PAIMIN	83017433
SCG	MSSB	SHAMSURI KHAMIS	83017444
SCG	MSSB	ISMALIZA BINTI MUSTAPA	83017449
SCG	MSSB	JULIANA BINTI MOHAMED SALI	83017515
SCG	MSSB	MAKANI BINTI MAT SAID	83017516
SCG	MSSB	ZAINAB BINTI ABDUL WAHID	83017551
SCG	MSSB	ZAINAB BINTI AYOB	83017577
SCG	MSSB	AZILLAH BTE MOHD JAMIL	83017653
SCG	MSSB	HAMIDAH BT MANSOR	83017654
SCG	MSSB	NOOR AZFA RTZAN BT SHAHARUDDIN	83017684
SCG	MSSB	MASROZILA BINTI MUSTAPHA	83017777
SCG	MSSB	SITI HAMIDAH BINTI ABD JAWAD	83017803
SCG	MSSB	SALMAH BT A.BAKAR	83017804
SCG	MSSB	ZARINA BINTI SAARI	83017824
SCG	MSSB	ERWATI HANUM BINTI IBRAHIM	83017864
SCG	MSSB	HAMIDAH SINTI AHMAD	83017867
SCG	MSSB	NORAINOR BINTI HARLIN	83017868
SCG	MSSB	MUSTADZA BIN MUSTAFA KAMAL	83017938
SCG	MSSB	MDRAZI SINABDULLAH	83017942
SCG	MSSB	ARNA BT SHAFRIL	83017943
SCG	MSSB	MANIMALA A/P GUNASEKARAN	83017969
SCG	MSSB	THANASEELAN A/L SUBRAMANIAM	83018004
SCG	MSSB	ROHAYU BINTI KASIMON	83018010
SCG	MSSB	MANIMEGALAI A/P ELANGOUN	83018025
SCG	MSSB	AZIZUL BIN ABU TAHARIM	83018043
SCG	MSSB	SULIANI BINTI SULONG	83018055
SCG	MSSB	MAHANA BINTI HUSAIN	83018098
SCG	MSSB	ROHANI BINTI HUSIN	83018106
SCG	MSSB	MASITAH BINTI MANAF	83018110
SCG	MSSB	ASMAWATI BINTI MOHD ADNAN	83018138
SCG	MSSB	RIDAYU BINTI IDRIS	83018167

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NOREHAN BINTI AN	83018271
SCG	MSSB	NOOR AIDARINA BINTI DAUT	83018365
SCG	MSSB	NIRMALA A/P THANGIAH	83018371
SCG	MSSB	ZARARANI BINTI SHAIR	83018383
SCG	MSSB	ZARINAH BINTI SARNI	83018390
SCG	MSSB	ROSLIZAWATI BINTI SHARIF	83018391
SCG	MSSB	ASMAM BINTI ALIAS	83018428
SCG	MSSB	NOR AZLINA BINTI ZAINUDIN	83018430
SCG	MSSB	RAFIDAH BINTI MOHAMAD SALLEH	83018433
SCG	MSSB	NORIZAH BINTI MOHO NOOR	83018434
SCG	MSSB	SHARIFAH NORLIN BINTI KAMARUDDIN	83018459
SCG	MSSB	KAMISAH BINTI AHMAD	83018483
SCG	MSSB	NOR NAZURA BINTI MUSTAPHA	83018485
SCG	MSSB	SITI AZAR BINTI ABDUL RASHID	83018489
SCG	MSSB	SITI AISHAH BINTI MOHD SHAH	83018495
SCG	MSSB	FAUZIAH BINTI TAHIR	83018505
SCG	MSSB	NOR AZLAINI BINTI SAMSUDIN	83018506
SCG	MSSB	NORAZNI BINTI ABD AZIZ	83018508
SCG	MSSB	ROSELINA BINTI ABDUL WAHAB	83018514
SCG	MSSB	NOR AINI BINTI DOLAH	83018541
SCG	MSSB	GAN POI CHEN	83018545
SCG	MSSB	HANISAH BINTI ABIDIN	83018546
SCG	MSSB	MASZUINDA BINTI MAZLAN	83018550
SCG	MSSB	NORZAWAH BINTI ABDUL HAMID	83018584
SCG	MSSB	FATIMAH BINTI BAHAR	83018594
SCG	MSSB	JULIAH BINT RAHIM	83018604
SCG	MSSB	MASLINDAWATI BINTI OTHMAN	83018605
SCG	MSSB	ROBIAH SINTI ALIAS	83018624
SCG	MSSB	INDRADEVI A/P SUBRAMANIAM	83018638
SCG	MSSB	RUZIAH BINTI SETAPA	83018639
SCG	MSSB	SHARIFAH BTE SHARIFF	33018640
SCG	MSSB	HARLINA BINTI IBRAHIM	83018642
SCG	MSSB	KAMARIAH BINTI ALIM	83018643
SCG	MSSB	ZALEHA BINTI ABDUL MANAF	83018646
SCG	MSSB	NORHAZAWATI BINTI MD ZIN	83018667
SCG	MSSB	NORSAM BINTI JALIL	83018668
SCG	MSSB	ROZIAH BINTI MOHD YUSOP	83018670
SCG	MSSB	SALWYAH BINTI AHMAD	83018673
SCG	MSSB	SITI NORIZAL BINTI JUSOH	83018674
SCG	MSSB	SURIA BINTI MOHD IDRIS	83018675
SCG	MSSB	ZARINA BT NAPIAH	83018677
SCG	MSSB	HAMIDAH BINTI ISMAIL	83018685
SCG	MSSB	NOORAHIMAH BINTI MOHD RAHIM	83018687
SCG	MSSB	NORAINI BINTI HASAN	83018689
SCG	MSSB	NORHABIBAH BINTI OSMAN	83018690
SCG	MSSB	SUHAILI BINTI SHAFFAI	83018694

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	NORASHIKIN BT ZAINUDDIN	83018701
SCG	MSSB	ZAMMIZAH BINTI KHAMAR D MIR	83015703
SCG	MSSB	ROSHASLINA BINTI MAAROF	83018710
SCG	MSSB	NORLIDA BINTI BAHARIN	83018754
SCG	MSSB	FATIMAH SULAIMAN	83000527
SCG	MSSB	SALMAH LUANG	83000709
SCG	MSSB	NOOR AZIAH ABDUL RAHMAN	83000826
SCG	MSSB	NORIZAH BT LUANGG	83001066
SCG	MSSB	SITI DERUS	83001171
SCG	MSSB	CHAN LEE LIAN	83001548
SCG	MSSB	HAMIDAH ABD RAHMAN	83001722
SCG	MSSB	SERJEET KAUR	83001825
SCG	MSSB	RAWIYAH IBRAHIM	83002052
SCG	MSSB	HAMINAH OTHMAN	83002251
SCG	MSSB	JESELIA PITCHAI PILLAI	83002280
SCG	MSSB	MAZINAH BT AB MAJID	83002287
SCG	MSSB	SAENON AMIN	83002524
SCG	MSSB	YUSIAH BTE MD YUNUS	83002851
SCG	MSSB	NORAINI ZAINAL	83003085
SCG	MSSB	ANTONITTE LOPEZ	83003133
SCG	MSSB	THENMOLLY A/P NALLIAH	83003246
SCG	MSSB	SUNDARI A/P MARUMUTHOO	83003333
SCG	MSSB	KALSOM NORDIN	83003435
SCG	MSSB	RAMLAH NASIR	83003462
SCG	MSSB	DURSI AH ABD RAHMAN	83003569
SCG	MSSB	ZAITON MOHD NOOR	83003618
SCG	MSSB	PARWATHY NADESAN	83003767
SCG	MSSB	NORMALA OMBONG	83003838
SCG	MSSB	NAGAKANNI MUNISAMY	83003839
SCG	MSSB	MAHALETCHUMY A/P VELOOSAMY	83008360
SCG	MSSB	SAMSI AH KASBIN	83004026
SCG	MSSB	SITI ROZIAH KAJI	83004302
SCG	MSSB	SHAMSHIDA ABD JAMAL	83004384
SCG	MSSB	MENACHY P V KRISHNAN	83004571
SCG	MSSB	RAFINGAH SAID	83004844
SCG	MSSB	ARBI ABU SAMAH	83004852
SCG	MSSB	ROSNAH OTHMAN	83004948
SCG	MSSB	HASNAH BASAR	83005102
SCG	MSSB	SURIAH MOHD ARSHAD	83005242
SCG	MSSB	NORRIZA BTE HARUN	83005575
SCG	MSSB	RASIAH IBRAHIM	83005641
SCG	MSSB	ROZITA HABIZAR	83005696
SCG	MSSB	FAUZIAH MOHD PILUS	83005851
SCGS	MSSB	SITI FAUZIYAH BT KARIMON	83005957
SCG	MSSB	NAFSIAH BT SAHAT @ SAHAK	83006043
SCG	MSSB	NORLIZA ANUAR	83006061

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORHASIMAH ABDUL LATIF	83006094
SCG	MSSB	FATIMAH BT BARDAN	83006153
SCG	MSSB	MERY D/O SHETTY	83006259
SCG	MSSB	CECILIA SAURIMUTHU	83006552
SCG	MSSB	NORISSAM BT HASSAN	83006676
SCG	MSSB	PAUZIAH BT DOLLAH	83006704
SCG	MSSB	RODIAH BT JAAFAR	83006709
SCG	MSSB	NAFSIAH BTE MANAF	83006886
SCG	MSSB	NORZALIKA BTE MOHD	83006889
SCG	MSSB	SITI AISHAH AKUP	83006995
SCG	MSSB	CHIN NYOKE MOY	83007026
SCG	MSSB	SALMIAH BT MATT YUSEPH	83007036
SCG	MSSB	NILA A/P SOMASUNDARAM	83007192
SCG	MSSB	NOOR HAYATI BT ABDUL TALIB	83007241
SCG	MSSB	SELMAH BT HASAN	83007262
SCG	MSSB	JAYA D/O GOVINTHASAMY	83007338
SCG	MSSB	NORFIZAH BT MOHD AYOB	83007434
SCG	MSSB	ZAIMAH BT ABDULLAH ZAIAD	83007812
SCG	MSSB	FARIDAH SALIM	83007829
SCG	MSSB	NORHATIMAH BINTI SULAIMAN	83007870
SCG	MSSB	ASGARI BINTI MAHBOB	83008003
SCG	MSSB	MAZWIN BTE A RANI	83008014
SCG	MSSB	VIJAYA KUMARI A/P KRISHNAN	83008208
SCG	MSSB	MANIMALA A/P MOTTAYAN	83008251
SCG	MSSB	RITA A/P PETER	83008347
SCG	MSSB	SITI RAHAYU BT ABD RAHMAN	83008379
SCG	MSSB	SHARIFAH RADZIAH BTE MAJID	83008484
SCG	MSSB	NOORZAHATOLAKMAR BT BAMARUDDIN	83008494
SCG	MSSB	NORULAINI BINTI SAID	83008516
SCG	MSSB	AZNANI ABDUL RAHMAN	83008544
SCG	MSSB	MAHERAN BINTI MUSTAPHA	83008551
SCG	MSSB	RAZAIMY MOHD YUNUS	83008571
SCG	MSSB	MASRAH BT SULAIMAN	83008599
SCG	MSSB	THANALETCHUWY KANNAN	83008659
SCG	MSSB	NADZARIAH BT MUSA	83008683
SCG	MSSB	HAIYATHI BINTI MOHAMAD @ MAT SOM	83008689
SCG	MSSB	SUZANA BTE HASHIM	83008808
SCG	MSSB	SITI ROSNANI BT MD ALI	83008811
SCG	MSSB	MALIGAH A/P RAJAGOPAL	83008817
SCG	MSSB	JAMIAH BT MALEK	83008826
SCG	MSSB	ROZIKA BT RAHIDIN	83008915
SCG	MSSB	SUHAYA BT RAHIDIN	83008916
SCG	MSSB	MAZLINA BTE SUHAIMI	83008924
SCG	MSSB	HAYATI BTE ESHAK	83008936
SCG	MSSB	ARBAIAH NONIN	83008948
SCG	MSSB	NOR AISHAH HASHIM	83009004

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	NORASIAH BIDIN	83009005
SCG	MSSB	ZARINA BTE ABDULLAH	83009016
SCG	MSSB	HAZNIZAM BTE NORDIN	83009019
SCG	MSSB	SHAMSIDAR NOOR BINTI ARIFFIN	83009022
SCG	MSSB	ALIZA BTE KAMALUDIN	83009027
SCG	MSSB	AZLINDA BTE SULAIMAN	83009030
SCG	MSSB	SITI AISAH MOHD YUSOP	83009043
SCG	MSSB	ZALINA BTE MADI	83009053
SCG	MSSB	HABIBAH BTE ABU BAKAR	83009068
SCG	MSSB	ZAKIAH BTE OSMAN	83009075
SCG	MSSB	ROZITA BT BUSU	83009083
SCG	MSSB	THAVAMANI A/P RAMASAMY	83009091
SCG	MSSB	SARIDAH BTE YUNUS	83009092
SCG	MSSB	SURIYANI BTE OMAR	83009100
SCG	MSSB	RAFEAH BTE MAD DORA	83009117
SCG	MSSB	SARINA BTE MOHD YUSSOF	83009260
SCG	MSSB	NORHAYATI BT ZAKARIA	83009319
SCG	MSSB	SALMIAH BT ISMAIL	83009518
SCG	MSSB	NOR AZIZAH BTE ISMAIL	83009529
SCG	MSSB	KALAIIVANY A/P RETNAM	83009627
SCG	MSSB	ZALINA BTE ABU BAKAR	83009771
SCG	MSSB	FATIMAH BINTI ISMAIL	83009961
SCG	MSSB	NOR AISHAH BTE ABU BAKAR	83010020
SCG	MSSB	RAMZILAH BINTI ABDULLAH	83010051
SCG	MSSB	NORLIZAH BTE RAMLI	83010056
SCG	MSSB	NORAZAH BTE AZIZ	83010064
SCG	MSSB	ROZIAH BTE ABD RAHIM	83010095
SCG	MSSB	KAMSIAM BINTI SAMAD	83010197
SCG	MSSB	BATHMAVATHY A/P RAJAGOPAL	83010199
SCG	MSSB	MAWAR BINTI MUSA	83010220
SCG	MSSB	SAMSIAM BT MUHAMAD GURBAH	83010238
SCG	MSSB	SALBIAH BT AHMAD	83010254
SCG	MSSB	RAMAYEE A/P RENGASAMY	83010266
SCG	MSSB	AZURIAH BTE AHTAN	83010271
SCG	MSSB	SALSIAH BTE ABDUL WAHAB	83010278
SCG	MSSB	ZANARIAH BINTI MOHD ZAHIDI	83010321
SCG	MSSB	AINI KASSIM	83010413
SCG	MSSB	MATHAVI BALAKRISHNAN	83010449
SCG	MSSB	HASLIZA BTI HASHIM	83010750
SCG	MSSB	JULIANA BINTI SHAMSUDIN	83010764
SCG	MSSB	RUSMIZAH BTI MOHD YUSOF	83010772
SCG	MSSB	AZINA BINTI ABDUL RAHMAN	83010829
SCG	MSSB	SITI ZABEDAH SHARIF	83010899
SCG	MSSB	MISKIAHNI BINTI SUMADI	83010901
SCG	MSSB	SITI ZAHRAH BTE SABTU	83010918
SCG	MSSB	SUSILA A/P RAMAN	83010936

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	YUSNITA BTE MOHAMAD YUSOF	83010939
SCG	MSSB	AZURAH HANIM BT HUSSIN	83010943
SCG	MSSB	SITI HAFIDAH BT MA'SOD	83010974
SCG	MSSB	PARIMALA A/P GOPAL	83010976
SCG	MSSB	NORHASIMAH BTE BEJO	83011014
SCG	MSSB	SITI AWA BTE OMAR	83011042
SCG	MSSB	NORASHIKMA BTE ABDUL WAHAB	83011065
SCG	MSSB	ZURAIDAH BINTI MOHAMMAD NOR	83011227
SCG	MSSB	MAGESWARI A/P SUBRAMANIAM	83011410
SCG	MSSB	JAYANTHI A/P SUBRAMANIAM	83011411
SCG	MSSB	SAKTHI A/P MUNIANDY.	83011430
SCG	MSSB	RAVATHY A/P PERUMAL	83011667
SCG	MSSB	RAJA NOR AKMAR BTE RAJA AZMAN	83011690
SCG	MSSB	MAIMUNAH BT MAHMUD	83011746
SCG	MSSB	ISWARI A/P VADIAPPAN RAMAN	83011782
SCG	MSSB	PUNITHAM A/P SAMY	83011850
SCG	MSSB	IDA WA I'I BINTI ABD RAHMAN	83011930
SCG	MSSB	ZOHAROH BT MUSTAFFA	83012011
SCG	MSSB	ZABANIAH BTE RAIH	83012175
SCG	MSSB	NORHAYATI BTI MUHAMAD	83012177
SCG	MSSB	NORZALENA BTE IBRAHIM	83012200
SCG	MSSB	MARLIZA BINTI AZIZ	83012286
SCG	MSSB	NOOR ASIKIN BT ABDUL KARIM	83012359
SCG	MSSB	AZLINA BINTI ALIAS	83012684
SCG	MSSB	NORLAILA BINTI MOHD ALI	83012731
SCG	MSSB	NORAZLIN BINTI ABD. AZIZ	83012821
SCG	MSSB	ZAINON BINTI JAAL	83012964
SCG	MSSB	JANAHI A/P M. KUNJOO	83012974
SCG	MSSB	SAFIAH BEGAM BINTI ABADAN	83014444
SCG	MSSB	MUHAMAD SOFIAN BIN ABAS	83014843
SCG	MSSB	ROZITA BTI SAMSAWAL KAMAR	83015057
SCG	MSSB	SAINI BINTI ALI	83015642
SCG	MSSB	SHARIFAH BT BIDIN	83016440
SCG	MSSB	AZIAN BINTI AB AZIZ	83016514
SCG	MSSB	ROSMAH BINTI MAJID	83017993
SCG	MSSB	SITI ZAINURIDA BINTI OTHMAN	83018028
SCG	MSSB	FARIDAH BINTI HUSSIN	83018029
SCG	MSSB	AZIYANITA BINTI BUJANG	83018170
SCG	MSSB	MOHD NORAIMIN BIN MOHD YUNUS	83018199
SCG	MSSB	NORAZLIN BINTI YAAKOP	83018203
SCG	MSSB	ROHAIZA BINTI MOHD HALIMI	83018204
SCG	MSSB	ROHANI BINTI NASI ABDULLAH	83018298
SCG	MSSB	NORZALIZA BT GHAZALI	83018320
SCG	MSSB	MARLINA BINTI SUMADI	83018500
SCG	MSSB	SITI RAHIMAH BINTI SALLEH	83018626
SCG	MSSB	THANAPAACKIAM A/P MANIAM	83018635

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	NORLIZA BINTI HAMZAH	83018715
SCG	MSSB	AFIZALIANI BINTI HAMID	83018736
SCG	MSSB	DARMAWATI BINTI HJ BAHARUDIN	83018740
SCG	MSSB	SANTHY A/P SAMBASIVAM	83018782
SCG	MSSB	ROKIAH OSMAN	83000559
SCG	MSSB	DANALETCHUMI SINNIH	83002000
SCG	MSSB	SITI SALWAH AWALUDIN	83002133
SCG	MSSB	POONGOTHAI VELAYUTHAM	83002165
SCG	MSSB	AMUTHEVALLI A/P PERIATAMBY	83002313
SCG	MSSB	NORHAYATI BADOR	83002529
SCG	MSSB	SALMI KARNAIN	83002553
SCG	MSSB	SAEDAH BTE MAAMOR	83002760
SCG	MSSB	SALMIAH OTHMAN	83002838
SCG	MSSB	FADFZILA AHMAD	83003004
SCG	MSSB	AZAMI BUJANG	83003685
SCG	MSSB	ROZIAH HAMZAH	83004015
SCG	MSSB	PARAMESWARI SUBRAMANIAM	83004108
SCG	MSSB	ZAHIYAH BT MD YUNUS	83004193
SCG	MSSB	ROZANA JAAFAR	83004252
SCG	MSSB	SLUMANY MARIASOOSAI	83004974
SCG	MSSB	FARIDAH RAHIM	83005149
SCG	MSSB	ROHIJAH MOHD YASSIN	83005249
SCG	MSSB	MADAHTHIE A/P THUNGAVELU	83006142
SCG	MSSB	FARIDAH MUSTAFA	83006208
SCG	MSSB	ROSNAH BT MOHD YASSIN	83006246
SCG	MSSB	THAVAMANY D/O NADARAJAH	83006260
SCG	MSSB	ANNAMAH A/P RAYAPPAN	83006522
SCG	MSSB	HANITA BT SURAJIMAN	83006559
SCG	MSSB	BEDAH BT JAMIN	83006563
SCG	MSSB	NORSHIMAH BT TALIB	83006729
SCG	MSSB	FARIDAH BT SHAMSUDIN	83006731
SCG	MSSB	MARIA RAYAPPEN	83007148
SCG	MSSB	ZAINAH BT ILLIAS	83007466
SCG	MSSB	NOR HALIZAH JAMALUDIN	83007639
SCG	MSSB	FATIMAH BTE IBRAHIM	83007640
SCG	MSSB	ARFIDAH BT MD SEROLEL	83007965
SCG	MSSB	NORAZIZAH BINTI ABDJALIL	83007969
SCG	MSSB	FATIMAH BT MOHD DIAH	83008028
SCG	MSSB	SITI MAZURA BT ABDULLAH	83008086
SCG	MSSB	NOOR SHAM BT YAACOB	83008188
SCG	MSSB	SITI HAIDAH BINTI MISBAH	83008264
SCG	MSSB	NORAZILAH BT ISMAIL	83008267
SCG	MSSB	PUZIAH BTE MANAF	83008868
SCG	MSSB	ZARINA BT ZARHAN	83009572
SCG	MSSB	ZARIFAH BTE MAHMUD	83009612
SCG	MSSB	RUZITAH BTE HASHIM	83009613

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	SURAYA BTE SHAMSUDIN	83009766
SCG	MSSB	NORAZAR BTE SULAIMAN	83009808
SCG	MSSB	NORHASNIDA BT ISMAIL MOHTAR	83009824
SCG	MSSB	SUHAILA NOR BT ZAINAL ABIDIN	83009991
SCG	MSSB	AZIDA BT MOHD SHAH	83010084
SCG	MSSB	MARIAH BT ISMAIL	83010102
SCG	MSSB	AMNAH BTE SAAD	83010468
SCG	MSSB	SURIANI BTE AHMAD @ HARUN	83010490
SCG	MSSB	NOR HASHIMAH BT JAAFAR	83011084
SCG	MSSB	KHATIJAH BT SHARIF	83011235
SCG	MSSB	NORSITA BTE AHMAD	83011482
SCG	MSSB	KAMSIHA BTE BACHIB	83011622
SCG	MSSB	MALIKA A/P KANIAPPAN	83011712
SCG	MSSB	MAHSURI BTE MD ALI	83011853
SCG	MSSB	ROSMAWATI MANAF	83011856
SCG	MSSB	SIVAKUMAIR A/L ARUMUGAM	83015096
SCG	MSSB	NOOR ISHAR BIN ISTHININ	83016073
SCG	MSSB	VALLIAMAH A/P APALANAIDU	83016865
SCG	MSSB	CATHERINE ANNA A/P IRITHEASAMY	83017009
SCG	MSSB	MOHD SHAHARIZAL BIN SALWI	83017092
SCG	MSSB	MASLIZA BINTI ROSLEE	83017198
SCG	MSSB	SITI RAHMAH BINTI HAMID	83017633
SCG	MSSB	MAIZURAH BINTI LAJIS	83018734
SCG	MSSB	SKARIFAH ZAINAH BINTI SYED ALI	83018752
SCG	MSSB	VIMALAH A/P MUTHU	83018761
SCG	MSSB	AZLIANA BINTI AHMAD	83018780
SCG	MSSB	MALA A/P THAMIL SELVAM	83018808
SCG	MSSB	ZABIDAH MD BAKI	83002746
SCG	MSSB	LATIPAH ABD KADIR	83004716
SCG	MSSB	BADRIAH ABU SAMAH	83007267
SCG	MSSB	KARTHIGA A/P RALATHI @ KANNIASEELAN	83006359
SCG	MSSB	MARIAMAH A/P SINNAPPAN	83008669
SCG	MSSB	ZAINATOL AKMAR BTE ABU SAMAH	83011485
SCG	MSSB	FADZILAH BINTI ABDULLAH	83012287
SCG	MSSB	MAINI BTE ALWI	83012325
SCG	MSSB	MOHAMAD RAZI BIN A.HADI	83016868
SCG	MSSB	CHONG LEONG KOK	83000052
SCG	MSSB	SULAIMAN BIN HJ MOHAMMAD	83001196
SCG	MSSB	MOHAMAD ZAINUIDIN B MOHD RADZI	83005802
SCG	MSSB	MOHD NOOR B UBaidULLAH	83006073
SCG	MSSB	THE KENG YONG	83006304
SCG	MSSB	BALAKRISHNAN A/L MUTHUSAMY	83006371
SCG	MSSB	HO FOOK WAH	83007158
SCG	MSSB	KHOLIL HJ OSMAN	83007390
SCG	MSSB	CHENG LEONG WAH	83008436
SCG	MSSB	PANG CHIM CHIONG	83008437

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	HOO CHEE SIONG	83008438
SCG	MSSB	THAM FOOK LIN	83008439
SCG	MSSB	MOHD IBRAHIM KHAN B AMANULLA KHAN	83008441
SCG	MSSB	WONG CHOW MENG	83008442
SCG	MSSB	LAI CHEE KOW	83011350
SCG	MSSB	RAMLI NATHAN BIN MOHD NOR	83013105
SCG	MSSB	PHANG THIAN FATT	83013309
SCG	MSSB	THENARASU S/O ERUSAN	83016189
SCG	MSSB	P GIVANATHAN	83000030
SCG	MSSB	SHARIAH ABD MALIK	83004097
SCG	MSSB	NIK UZAINI BT NIK HUSSAIN	83008468
SCG	MSSB	DZULOARNAIN BIN AWANG MOKHTAR	83012566
SCG	MSSB	ELVIS NG	83017051
SCG	MSSB	AZHAR BIN ABDUL AZIZ	83000016
SCG	MSSB	JIWA S/O SINATHAMBY	83000029
SCG	MSSB	HO WEI FONG	83002111
SCG	MSSB	STELLA FERNANDEZ	83003403
SCG	MSSB	SUKUMAR ALL THERUVENGADAM	83008432
SCG	MSSB	PANIZAN BT ABD JALIL	83008602
SCG	MSSB	N MAGESWARI A/P NALATAMBI	83008753
SCG	MSSB	TAN AL SUAN	83009130
SCG	MSSB	NIK AHMAD KAMAL BIN YACOB	83009448
SCG	MSSB	HABIBAH BT IDRIS	83010002
SCG	MSSB	SARASWATHY A/P PALANIVELU	83011283
SCG	MSSB	AHMAD TAUFIQ BIN ABD JALIL SAFWAN	83013281
SCG	MSSB	KHAIRUL NIZDA BINTI ONN	83015115
SCG	MSSB	MOHD KAMALDIN BIN NORDIN	83015400
SCG	MSSB	RAFIDAH BT RAZALY	83015482
SCG	MSSB	HELMI EDA BINTI MAHMOOD	83015769
SCG	MSSB	WU SIN YEE	83015970
SCG	MSSB	VELLAYAMAH A/P SINNAPPAN	83016973
SCG	MSSB	RAJA KUMAR A/L PONNAN	83017218
SCG	MSSB	ROSE INTAN MARIA BTE ABDUL MAJID	83017602
SCG	MSSB	ZUNAIDA BINTI ZAKARIA	83017725
SCG	MSSB	SITI ROHANI SINTI MD. YUSOF	83018122
SCG	MSSB	BUNBE KAUR A/P BACHAN SINGH	83037572
SCG	MSSB	LIEW SEET CHAN	83000436
SCG	MSSB	SANTHIRAGASEN A/L SENGARAM PILLAY	83000750
SCG	MSSB	CHEW CHEE HIONG	83006131
SCG	MSSB	LIM TIEM CHAI	83006170
SCG	MSSB	NG KUAN POH	83009197
SCG	MSSB	PUAY KIM YU	83007527
SCG	MSSB	LEE SWEE POH	83011861
SCG	MSSB	VIJAYA NAIDU A/L LETCHUMANIAN	83014435
SCG	MSSB	LIM TECK TING	83015818
SCG	MSSB	NIK MOHAMMAD FUAD BIN NIK HASSAN	83016902

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	TENGGU IZAN BINTI TENGGU KAMARULZAMAN	83016905
SCG	MSSB	TENGGU HAZNIN BINTI TENGGU ABD HAMID	83017571
SCG	MSSB	TANG WAI LOONG	83018395
SCG	MSSB	GIRMEED SINGH S/O SORJAN SINGH	83000018
SCG	MSSB	JARAM SO PALANISAMY	83001778
SCG	MSSB	ZIANON BT AHMAD	83001937
SCG	MSSB	ABDUL RAHMAN B SHARIF	83004031
SCG	MSSB	RAMALAN BIN MANSOR	83004311
SCG	MSSB	ZALEHA BTE MD NOOR	83005450
SCG	MSSB	CHRISTINA DIANA MONA MAIYON RASBY	83006806
SCG	MSSB	MOHD ROSLI B MOHD SAID	83007555
SCG	MSSB	N INDRARANI A/P NADARAJAH	83007691
SCG	MSSB	ZABIR BIN KHALID	83008018
SCG	MSSB	MASURAH BINTI MD NASIR	83008173
SCG	MSSB	HAMIDAH BTE TAHARIN	83008530
SCG	MSSB	MOHAMMAD BIN YASIN	83008650
SCG	MSSB	LIM BENG MOCK	83008849
SCG	MSSB	ROZNI MORAMAD SIRUN	83010138
SCG	MSSB	HANDI A/L PALANI	83011895
SCG	MSSB	MOHD TAHIR BIN UJANG	83013220
SCG	MSSB	RANJEET SINGH SIO TEJA SINGH	83013222
SCG	MSSB	S.RAJALINGAM A/L SS RAJAN	83013223
SCG	MSSB	ISMAIL BIN MOHAMAD	83013224
SCG	MSSB	ZAINAL ABIDIN SIN ABU BAKAR	83013225
SCG	MSSB	AZMAN BIN ALIAS	83013307
SCG	MSSB	ANDREW A/L JOSEPH	83014284
SCG	MSSB	MOHAMAD ARSHAD B ABADAN	83015575
SCG	MSSB	SHAZALIZAN BIN ALIAS	83016362
SCG	MSSB	ABU BAKAR BIN ZAHAN	83017973
SCG	MSSB	RAMLAH BT DIN	83000265
SCG	MSSB	NAGESUVARARASOO	83001828
SCG	MSSB	RAZIAH BT MAAROF	83001835
SCG	MSSB	JAMALUDIN BIN MANSOR	83001836
SCG	MSSB	ZURAIDAH BINTI MANSOR	83003267
SCG	MSSB	SITI AISHAH MOHD YUSOF	83005105
SCG	MSSB	MHD YAAKOB SIN YAHYA	83005258
SCG	MSSB	YAU HOO YONG	83006275
SCG	MSSB	MOHD NOOR B ZAINALABIDIN	83008433
SCG	MSSB	MARIANA CHATIRAM A/P SEBASTIAN	83010806
SCG	MSSB	ABDUL MAJID BIN OTHMAN	83010909
SCG	MSSB	AHMAD BIN HASSAN	83011553
SCG	MSSB	AHMAD KARAMI BIN LEBAI YUNUS	83011989
SCG	MSSB	M SUHAIMI BIN TUPON	83012386
SCG	MSSB	VALLI A/P NARAYANAN	83013010
SCG	MSSB	ABDUL MUTALIB SIN HASHIM	83013351
SCG	MSSB	ZURAINI SIN SUPIAN	83015578

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	JAMALLUDIN BIN ABDUL MAJID	83000048
SCG	MSSB	JOHAIMI LING BIN ABDULLAH	83000830
SCG	MSSB	MOHAMMAD NIZAR B AHMAD	83001717
SCG	MSSB	MUNAWIL B HJ ISMAIL	83002070
SCG	MSSB	SARIMAH SEKAK	83006236
SCG	MSSB	MARYANI BTE OTHMAN	83008397
SCG	MSSB	ABD RAHIM BIN SIMIN	83001790
SCG	MSSB	KHIRUL AZAM B BAKARUDDIN	83009228
SCG	MSSB	LIM SEE YONG	83011892
SCG	MSSB	KENNETH ANTHONY PEREIRA	83014561
SCG	MSSB	LEE BIN SUNG	83000179
SCG	MSSB	PALAVENTHRAM S/O RAYAPPAN	83000941
SCG	MSSB	PHOA CHIA WEI	83005832
SCG	MSSB	YOW SAW HUA	83008055
SCG	MSSB	LIM CHOO SEONG	83015947
SCG	MSSB	WONG HONG	83000809
SCG	MSSB	ABU SAMAH B SHARIF	83001772
SCG	MSSB	FOZITA BT AHMAD	83001826
SCG	MSSB	NIK NOOR DAHANI BT NIK HASSAN	83003121
SCG	MSSB	RAVICHANDRAN A/L SUBBIAH	83005934
SCG	MSSB	ZUR Aidin Bin Mansor	83006631
SCG	MSSB	MOHD ANUAR SHAMSUDIN	83007175
SCG	MSSB	LIEW LEONG HIN	83007417
SOG	MSSB	LOO HOCK BOON	83003026
SCG	MSSB	WONG KOK CHOY	83008639
SCG	MSSB	TAN CHONG UN	83008697
SCG	MSSB	TAN HOU BOON	83009204
SCG	MSSB	K.D MADHUSUDHAN A/L VALLAT	83009315
SCG	MSSB	MOHABATTUL ZAMAN BIN SNS BUKHARI	83012387
SCG	MSSB	CHEW CHEE CHUAN	83013311
SCG	MSSB	HEONG CHEE MENG	83013508
SCG	MSSB	LIM BOON HUAT	83015399
SCG	MSSB	SAAT SHUKRI BIN EMBONG	83015927
SCG	MSSB	KENNETH LOW TEIK KHEONG	83015929
SCG	MSSB	KEVIN KAN KUAN MING	83016226
SCG	MSSB	TAN AIK CHONG	83016232
SCG	MSSB	GHAZALI BIN OMAR	83017669
SCG	MSSB	VENANTIUS KUMAR A/L SEVAMALAI	83017758
SCG	MSSB	WAN ZAWIAH BINTI WAN ZIN @ WAN IBRAHIM	83017759
SCG	MSSB	LOW HONG YEE	83018813
SCG	MSSB	TAN SHAN CHONG	83018817
SCG	MSSB	KWEK KENG YONG	82002108
SCG	MSSB	SUKUMARAN S/O PALANIEAPPAN	83002664
SCG	MSSB	KUMAROVILOO S/O LETCHUMANAN	83005933
SCG	MSSB	LOH CHOO MEI	83006133
SCG	MSSB	MOHD HASHIM B ABDUL RAHMAN	83007085

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	PARAMJIT KUMAR DEVASER	83009153
SCG	MSSB	TEO TECK SOON	83009196
SCG	MSSB	AZHAR ABDUL HAMID	83009245
SCG	MSSB	SIAY SAY FEI	83017155
SCG	MSSB	LIM KOK AUN	83006115
SOG	MSSB	MAHANUM BTE BULIN	83009148
SCG	MSSB	ARTHUR NOLAND PINTO JOSEPH PINTO	83012480
SCIS	MSSB	NOOR MARLIZA BINTI ISHAK	83015111
SCG	MSSB	RAMESH A/L V SUBRAMANIAM	83015478
SCG	MSSB	RAJASWARY D/O N KANAPATHY	83000089
SCG	MSSB	K VEERAPPAN	83000220
SCG	MSSB	STEPHEN SAMNEL NALLATHAMBY	83001291
SCG	MSSB	WEE KET SOON	83003130
SCG	MSSB	RAJASEGARAN S/O RAJOO	83003784
SCG	MSSB	LIM BENG LIAN	83005821
SCG	MSSB	GAN LIM	83006130
SCG	MSSB	LEONG DLUONG NGAN	83006461
ScG	MSSB	SARIMAN BIN TASMIN	83011988
SCG	MSSB	TAN HUI MIENG	83009222
SCG	MSSB	LIM KUAN HAUR	83011516
SCG	MSSB	AHMAD TAUFEK BIN MD NOAH	83015053
SCG	MSSB	ABD GHAFAR BIN ABULLAH	83015054
SCG	MSSB	LIM CHEE CHIAN	83017396
SCG	MSSB	MOHD TAHIR B ABDULLAH	83003243
SCG	MSSB	KOH BING KHOON	83006229
SCG	MSSB	MOHD YUSOF B HJ ABD RAHMAN	83006308
SCG	MSSB	KAM MEI SANG	83015472
SCG	MSSB	RAMLAN BIN MOHD RAZALI	83017767
SCG	MSSB	PUTERI SAIDATUL ATRAS BT MGT HAMARI	83018824
SCG	MSSB	NURHAMIZA BINTI ABD HAMID	83018826
SCG	MSSB	SUHAIRIN BINTI MD RAMLY	83018827
SCG	MSSB	FAM HAN MOW	83010645
SCG	MSSB	LEE CHOR SIANG	83010646
SCG	MSSB	DIAH ISKANDAR BIN MOHAMAD JANI	83011512
SCG	MSSB	ABDUL HALIM BIN HJ ABDUL MANAF	83013054
SCG	MSSB	SUAH HOON PENG	83000026
SCG	MSSB	LOW WENG ONN	83000954
SCG	MSSB	RAJA HASNAN B RAJA IBRAHIM	83004984
SCG	MSSB	MOHD HANAFI BIN OTHMAN	83005545
SCG	MSSB	ROZALI BIN MUSTAFA	83006254
SCG	MSSB	NORLAILA BT HASHIM	83007467
SCG	MSSB	CHIN VOON KHEONG	83007642
SCG	MSSB	CRANDRALEGA A/P A BALAKRISHNAN	83008190
SCG	MSSB	TAN SWEE HOWE	83008469
SCG	MSSB	AZMAN BIN HAJI MOHAMED	83008714
SCG	MSSB	SIOW YUEN HING	83008928

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	SARANJIT SINGH S/O SHAMSHER SINGH	83012083
SCG	MSSB	CHONG WEE KEONG	83012912
SCG	MSSB	LEE SENG SOON	83013163
SCG	MSSB	TAN SIEW HOCK	83013352
SCG	MSSB	SIM CHEE HONG	83013353
SCG	MSSB	AMINUDDIN BIN AB MAJID	83014340
SCG	MSSB	GOBAL A/L MARUTHAY	83014771
SCG	MSSB	YAP YEONG TSY	83015049
SCG	MSSB	ZULKIFLY B YUSUF	83015117
SCG	MSSB	CHUM CHON KIANG	83015192
kin.	MSSB	CHAN WAI KAT	83015633
SCG	MSSB	TAM JI HOW	83015808
SCG	MSSB	ANIQA BINTI HASHIM	83015931
SCG	MSSB	FAIZAH BT MD YUSOF	83015932
Scg	MSSB	ARUMUGAM A/L RAMASAMY	83017201
SCG	MSSB	WONG YOKE MENG	83017203
SCG	MSSB	SOFIA BINTI SULAIMAN	83017309
SCG	MSSB	TEE TIONG GUAN	83017808
SCG	MSSB	OMAR BIN MANSOR	83002376
SCG	MSSB	JOHN DE SILVA	83003599
SCG	MSSB	JALALUDDIN B MOHAMAD	83006134
SCG	MSSB	LING KEH CHEONG	83009285
SCG.	MSSB	BIMAL RAJ A/L R PALACKANTHIRAN	83012478
SCG	MSSB	KUNALAN A/L HARI KRISHNAN	83013219
SCG	MSSB	CHIN SIEW HOO	83017153
SCG;	MSSB	JEGANATHAN S/O PERIASAMY	83006218
SCG	MSSB	BASRI BIN JAAFAR	83006493
SCG	MSSB	KARUNAKARAN S/O KRISHNAN	83006537
SCG	MSSB	CHELLAPPA S/O K.KALIMUTHU	83000607
SCG	MSSB	NG WEE CHEAN	83002321
SCG	MSSB	WONG HO CHING @ HING AH GU	83002791
SCG	MSSB	WAN KOK KIM	83002887
SCG	MSSB	ISHAK BIN ABD WAHID	83003146
SCG	MSSB	TEO ENG SIANG	83003650
SCG	MSSB	NOOR ADZMAN BIN ZAINUDDIN	83004400
SCG	MSSB	LAU KOK YANG	83009208
SCG	MSSB	MOHD SHARIF SIN KAMARUDIN	83009251
SCG	MSSB	RAJAMOGAN A/L SANKARAN	83009256
SCG	MSSB	MOHD FAIZAL BIN ABD RAZAK	83009268
SCG	MSSB	LIEO BOON FART	83011034
SCG	MSSB	MAHATHIR BIN MOHD HATTA	83013310
SCG	MSSB	NG BOON BEE	83013534
SCG	MSSB	RAZALLI BIN RAJAB	83015612
SCG	MSSB	LIM BOON FEI	83017011
SCG	MSSB	SUA GIN KWONG	83006104
SCG	MSSB	HAMDAN ISMAIL	83009150

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	SIVALINGAM A/L RAMASAMY	83009451
SCG	MSSB	S.EASVARAN S/O SIVAPATHA SUNDRAM	83015480
SCG	MSSB	JASMAL KAUR A/P SAUDAGAR SINGH	83000161
SCG	MSSB	YAHAYA B MAJID	83003036
SCG	MSSB	ABDULLAH B OTHMAN	83003659
SCG	MSSB	SIVALINGAM A/L ARUMUGAM	83004412
SCG	MSSB	YIP KOK ONN	83006576
SCG	MSSB	HAMDAN BIN SALIHAN	83007408
SCG	MSSB	LIM TECK WEE	83011447
SCG	MSSB	NIK HUZAIMAN BIN NIK HASSAN	83011451
SCG	MSSB	SATIA SEELAN @ SURESH KUMAR	83011910
SCG	MSSB	LIM HOCK JEN	83012039
SCG	MSSB	WONG CHEIK TONG	83013107
SCG	MSSB	ADHAM BIN MOHD	83014190
SCG	MSSB	LAW SOON HOE	83014267
SCG	MSSB	ABD AZIZ B ABD MANAP	83014698
SCG	MSSB	AZLAN BIN AHMAD	83014700
SCG	MSSB	MOHD ZAKI BIN SUDIN	83014768
SCG	MSSB	R BALASAKARAN A/L RENGANATHAN	83015056
SCG	MSSB	SANDRASEKARAN A/L SUPPAIAH	83015120
SCG	MSSB	GANESH RAJA S/O PARAMASIVAM	83015193
SCG	MSSB	STANLEY SHEPHERDSON	83015195
SCG	MSSB	KEW FOOK YUIN	83015307
SCG	MSSB	ROSLAN BIN SEPARI	83015355
SCG	MSSB	OMAR BIN YAAKOB	83015736
SCG	MSSB	LEE POH TECK	83015820
SCG	MSSB	DUSHYAN S/O RATNASINGAM	83015821
SCG	MSSB	MOSES A/L CHELLAKANNU	83015824
SCG	MSSB	LEE YEU WEN	83015913
SCG	MSSB	HAIRUL AMRI BIN SAILAN	83016856
SCG	MSSB	MAD YASIR BIN MUSA	83017151
SCG	MSSB	LING HOW GIN	83017258
SCG	MSSB	MOHD ZAIDI BIN HAMDAN	83017326
SCG	MSSB	KHAIRUL NIZAM BIN ABAS	83017397
SCG	MSSB	TAMILSELVAM A/L RAMAN	83017995
SCG	MSSB	NORKHAMISZAN BIN SIDEK	83017996
SCG	MSSB	MOHD YUNOS BIN MD YASIN	83018078
SCG	MSSB	EZALEE BIN MOKHTAR	83018128
SCG	MSSB	MALIGA D/O GOVINDASAMY	83006483
SCG	MSSB	TAN CHONG HOCK	83010597
SCG	MSSB	WONG TECK ONN	83012834
SCG	MSSB	LOW KOK KEONG	83017154
SCG	MSSB	LOKMAN BIN A KUDUS	83017308
SCG	MSSB	ROSLI BIN JUSOH	83017772
SCG	MSSB	NAJIHAN BINTI YUSOFF @ ABDUL MANAF	83018316
SCG	MSSB	SEET TIANG CHAI	83018375

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	HASHIM BIN PUTEH	83004336
SCG	MSSB	CHANDRAN A/L THIRUMURTYS	83006226
SCG	MSSB	KHAW TEE HWONG	83006373
SCG	MSSB	FLORANCE DASS	83000906
SCG	MSSB	NG CHUAN KIAK	83002533
SCG	MSSB	NIK ZAINUDDIN B NIK JAAFAR	83002944
SCG	MSSB	BALALZAM S/O MANICKAM	83003038
SCG	MSSB	THONG CHEE MING	83003242
SCG	MSSB	MUHAMMAD SAFWAN SORAP ABDULLAH	83006471
SCG	MSSB	WANG LIONG LIN	83006569
SCG	MSSB	LEE KIM CHEET	83010672
SCG	MSSB	RAJA ROZIAH BINTI RAHMAT	83011206
SCG	MSSB	MUTHUKMARAN S/O MACHAP	83015470
SCG	MSSB	KRISHNA KUTTY S/O BARATHAN	83015750
SCG	MSSB	CHITHRA DEVI	83000063
SCG	MSSB	HALINAH BTE HASSAN	83000186
SCG	MSSB	MOHD TARMIZI SONG BIN ABDULLAH	83000412
SCG	MSSB	NORISAH BT AB JALIL	83000475
SCG	MSSB	PUNITHA A/P SEMUPILAI	83001321
SCG	MSSB	JEGANTHERAN A/L ARIANAYAGAM	83003341
SCG	MSSB	GRATIAN PETER PEREIRA	83006071
SCG	MSSB	MUHAMMAD SHARIZAN BIN MUHAMMAD ISA	83008334
SCG	MSSB	PREMALATHA A/P RAMAN	83010329
SCG	MSSB	ROHISHAM BIN AHMAD	83015354
SCG	MSSB	SHUKOR BIN BAHARUDDIN	83005489
SCG	MSSB	YON SAN DER	83005748
SCG	MSSB	MAZLAN B MOHD YUSOF	83005939
SCG	MSSB	AZHAR BIN HJ JAMALUDDIN	83006309
SCG	MSSB	NADARAJAH S/O PURAVIYA PILLAY	83006365
SCG	MSSB	MUZAMIR BIN OMAR @ AHMAD	83006544
SCG	MSSB	MAWAR BT AB HAMID	83008408
SCG	MSSB	ZAITUN NABISAH	83008740
SCG	MSSB	THANABALAN A/L KATHAMUTHU	83009570
SCG	MSSB	SELLAMUTHU A/L RENGASAMY	83010728
SCG	MSSB	YOONG KOOI FAAT	83010732
SCG	MSSB	ANUAR B ABDULLAH	83011450
SCG	MSSB	KHAIRUL ADLEE BIN LOKMAN	83011462
SCG	MSSB	LIM KAM CHENG	83012826
SCG	MSSB	MUNIANDY RAMESH A/L KUPPAN	83012900
SCG	MSSB	ABDUL AZIZ BIN SAMSUDIN	83013444
SCG	MSSB	HON HEE KIN	83013554
SCG	MSSB	HAMSALEKSHMY A/P VINCENT	83014477
SCG	MSSB	KRISHANAN A/L NAGAN GOVINDASWAMY	83015186
SCG	MSSB	ZAKI BIN MAZLAN	83015514
SCG	MSSB	ASHRI BIN HJ MOHD DIAH	83015734
SCG	MSSB	EAGANATHAN A/L GOVINDAN	83015741

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	MOHD EHSAN BIN AHMAD	83015745
SCG	MSSB	OH TECK HING	83016349
SCG	MSSB	LEE KOK HUU	83016901
SCG	MSSB	GANDHI RAJAN A/L NALLIAH	83016970
SCG	MSSB	CHEOK TUAN KEAT	83017113
SCG	MSSB	SURESH KUMAR S/O SUBRAMANIAM	83017597
SCG	MSSB	LIM CHING WAI	83017708
SCG	MSSB	LAU SOON HIONG	83017760
SCG	MSSB	ZULKARNAIN BIN A HAMID	83018032
SCG	MSSB	AZMI BIN HASSAN	83018077
SCG	MSSB	LEE KOK HUA	83018111
SCG	MSSB	MUHAMMAD NAZIR BIN DZUL FAKAR	83018126
SCG	MSSB	SEE MENG KIAT	83018264
SCG	MSSB	ARMIZAD BIN MOHO NOH	83018346
SCG	MSSB	NORYAZED BIN AHMAD JUN	83018349
SCG	MSSB	ROZIAH BTE HARUN	83000459
SCG	MSSB	DAUD B TAIB	83002982
SCG	MSSB	DHANAPALAN S/O PERIATHAMBY	83003027
SCG	MSSB	IBRAHIM BIN HAJI MOTOK	83003131
SCG	MSSB	HARJIT SINGH GREWAL	83006379
SCG	MSSB	HAMSAN BIN MAT YUP	83006394
SCG	MSSB	FOO KHA CHOY	83008854
SCG	MSSB	KAMAL BIN SOIB @ MOHAMED	83009276
SCG	MSSB	SELVANATHAN S/O SELVAPPAN	83013002
SCG	MSSB	MUHAMMAD NAZRI BIN BAHARUDDIN	83013398
SCG	MSSB	N RAMAASH A/L NAGALINGAM	83014427
SCG	MSSB	NORDIN BIN ABU	83014648
SCG	MSSB	AZAMAN BIN SHAMSUDIN	83015636
SCG	MSSB	CHIN BAU KEONG	83015686
SCG	MSSB	SELVARAJ A/L PALAKRISHNAN @ BALAKRISH	83015785
SCG	MSSB	RANGASAMY A/L NARAYANSAMY	83003392
SCG	MSSB	THAM MING FONG	83005097
SCG	MSSB	MOHD RAHIMI BIN GHAZALI	83007698
SCG	MSSB	WONG SWEE WAI	83008746
SCG	MSSB	MANIRAJAN RAMASAMY	83009209
SCG	MSSB	AZMAN BIN MOHD ISMAIL	83010616
SCG	MSSB	SONG YIK YOON	83012156
SCG	MSSB	ANG KAH SHEN	83013278
SCG	MSSB	SUHAIMI BIN LANI	83014767
SCG	MSSB	MUHAMAD FAIZAL BIN HASAN	83017307
SCG	MSSB	LIOW YOKE WOON	83018131
SCG	MSSB	KVEERAAH A/L KARAPAYAH	83018410
SCG	MSSB	ABDUL RAHAMAN BIN PS MD SALEYAFF	83003037
SCG	MSSB	ROSLAN BIN MOHD YASIN	83004810
SCG	MSSB	PARAMESWARAN A/L THAPPAN NAIR	83005492
SCG	MSSB	ILANGO A/L SETHU	83006276

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	WONG SIOW KION	83007350
SCG	MSSB	MOHD AMRAN BIN AB RAZAK	83009840
SCG	MSSB	NORIZAM ANI	83010000
SCG	MSSB	AZIDA BT SAHAR	83010809
SCG	MSSB	SIVA KUMAR A/L PERUMAL	83013164
SCG	MSSB	ASOKAN A/L PALANIANDY	83014339
SCG	MSSB	MURALIDHARAN PILLAI A/L SUKUMARAN P	83014770
SCG	MSSB	TONG PEI FAN	83015475
SCG	MSSB	AZMI BIN HAZIN	83015788
SCG	MSSB	ZAIDI BIN MANSOR	83015816
SCG	MSSB	KANNAN A/L RAMAN	83017395
SCG	MSSB	TEO CHENG LIAN	83017526
SCG	MSSB	LEW KEE WAI	83017809
SCG	MSSB	VIYASAR A/L THIRUPATHY	83017812
SCG	MSSB	MAIROSE BIN OTHMAN	83018062
SCG	MSSB	SHUGUMAR A/L BALASUNDRAM	83007608
SCG	MSSB	SUHAIRI BIN MOHMAD	83017114
SCG	MSSB	AMIRUL BIN ABD RASHID	83018209
SCG	MSSB	NORHAIDA BINTI AHMAD	83006678
SCG	MSSB	MANIKKAM S/O RAMASAMY	83011981
SCG	MSSB	SAID ABDUL HALIM B HARON	83015515
SCG	MSSB	HASBY BIN MUSTAFA	83016878
SCG	MSSB	MUHAMMAD NAZLIM LIM BIN ABDULLAH	81003745
SCG	MSSB	MD ZAINAL BIN HUSSIN	81021212
SCG	MSSB	JUMINAH BT ATIN	83000040
SCG	MSSB	TEE KIM HAI	83000074
SCG	MSSB	NASFU BIN ABD RAHMAN	83001773
SCG	MSSB	ZULKIFLI B ISMAIL	83002792
SCG	MSSB	GOH TEK KIONG	83003291
SCG	MSSB	SARASPATHY VELLO	83004991
SCG	MSSB	ZAINUDDIN B A RAHMAN	83005160
SCG	MSSB	AWANG BIN MUDA	83005368
SCG	MSSB	LIM OOW LOW	83006010
SCG	MSSB	YASIN B PENTONG	83006068
SCG	MSSB	GANESAN S/O M MURUGIAH	83006278
SCG	MSSB	RAVINDRAN S/O PALIANIAPPAN	83006300
SCG	MSSB	THIRUCHELVAM S/O VEERIAH	83006367
SCG	MSSB	JASBIR KAUR	83006430
SCG	MSSB	MUHAMMAD BOB RIZAL TEO B ABDULLAH	83006516
SCG	MSSB	MOHAMED AMIN B ARIFFIN	83006568
SCG	MSSB	GUNASAGRAN A/L CHINNASWAMI	83006845
SCG	MSSB	RAMLAN B HJ BAHARUDIN	83006859
SCG	MSSB	HEW MONG HENG	83006915
SCG	MSSB	MARIAMMAH A/P MUTHU	83006935
SCG	MSSB	KOLANDA KAVANDAN A/L RAMASAMY	83007388
SCG	MSSB	LEE SIEW KEEN	83007676

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	AHMAD JEFRI BIN MOHAMAD	83007696
SCG	MSSB	ZULKIFLI DAHALAN	83007834
SCG	MSSB	ZAHIRUDDIN BIN ZULKIFLI	83009223
SCG	MSSB	SIVAKUMAR S/O PERIASAMY	83009235
SCG	MSSB	MOHD FADZULI BIN ROSLI	83009387
SCG	MSSB	PELAWANG BIN MAHAT	83009568
SCG	MSSB	MOHAMAD HALIMON B HJ HASSAN	83010668
SCG	MSSB	CHIEW MEI CHOUN	83011752
SCG	MSSB	ANPALAGAN A/L P RAMAN	83011979
SCG	MSSB	LEE CHOR CHEN	83012041
SCG	MSSB	MAGESWARARAO A/L SEVAKUMARAN	83012160
SCG	MSSB	LIM TECK YEW	83012559
SCG	MSSB	PANEERCHELVAM S/O VADIVEL @ VADWILL	83014341
SCG	MSSB	PRAVI AIL MURUGESAN	83014484
SCG	MSSB	LEE WEE WAH	83014560
SCG	MSSB	REHAN BIN DIMAN	83015124
SCG	MSSB	NOR ISHAD B ISMAIL	83015408
SCG	MSSB	NOR EFFENDI B NORDIN @ ZAINAL A	83015477
SCG	MSSB	MD RIDZAWDIN BIN ASHAARY	83015520
SCG	MSSB	MUZAIDI BIN AB. MAJID	83017204
SCG	MSSB	HARDEV SINGH A/L SITWANT SINGH	83017705
SCG	MSSB	YEE TIAN HWA	83017810
SCG	MSSB	MADHANARAJ A/L SOCKALINGAM	83017844
SCG	MSSB	ZAINOL HAMIZI BIN MOHAMAD	83017930
SCG	MSSB	ZAINOR BIN MOHD ZAINI	83017998
SCG	MSSB	M.GOVENDARAJAN A/L MUTHUSAMY	83018008
SCG	MSSB	NAZILA BINTI YAHAYA	83018127
SCG	MSSB	LAI CHOON LUI	83018132
SCG	MSSB	CHIEW WAI KAE	83018210
SCG	MSSB	TAM SEW SENG	83018244
SCG	MSSB	ABDUL RAHMAN BIN SIDEK	83009444
SCG	MSSB	MEENAMBAL	83001167
SCG	MSSB	PANG HUEE FOOK	83002420
SCG	MSSB	ROSNAH BT MD SHARIF	83002442
SCG	MSSB	S NYANAPRAGASAM	83002718
SCG	MSSB	WONG CHIN FONG	83004312
SCG	MSSB	MD TAIB BIN KHALID	83005493
SCG	MSSB	WONG TIM LAM	83005940
SCG	MSSB	HUSSIN @ HUSSIEN B ISHAK	83006033
SCG	MSSB	KANNIAH A/L S KATIRVELU	83007405
SCG	MSSB	YAZID BIN SHARIB	83007687
SCG	MSSB	ZAKARIA ABDULLAH	83009210
SCG	MSSB	SELVAM A/L PALASUNDRAM	83011711
SCG	MSSB	SREEDHARAN A/L ACHUTHAN	83012567
SCG	MSSB	TAN CHONG POH	83013530
SCG	MSSB	MOHAMAD AMIN B MOHD ALI	83014482

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	RETNASINGAM A/L NAGARETNAM	83015426
SCG	MSSB	NOOR EDDYSHAM BIN HASHIM	83015732
SCG	MSSB	MANIARASU A/L NALLIAH	83017117
SCG	MSSB	ABD HADI BIN MD SANI	83018276
SCG	MSSB	UDYA KUMAR A/L. RAMASAMY	83018277
SCG	MSSB	ZAMRI BIN ABDUL MAJID	83005091
SCG	MSSB	SARONAM S/O VEERAPPILAI	83000370
SCG	MSSB	LOKE KAM MENG	83000727
SCG	MSSB	TEE CHUI YEUN	83001615
SCG	MSSB	SIAH CHEE HWA	83004317
SCG	MSSB	KAMARUZAMAN BIN RIFIN	83006173
SCG	MSSB	BADRULHISHAM BIN ABU MANSOR	83010669
SCG	MSSB	CHAN KHENG MENG	83014344
SCG	MSSB	M JAYANATHAN IYAVOO	83005057
SCG	MSSB	ISMAIL BIN ARSHAD	83005490
SCG	MSSB	NORBI BIN MANSOR	83009342
SCG	MSSB	HJ ABDUL RAHMAN BIN MD DAUD	83010001
SCG	MSSB	MOHAMAD REDZUAN BIN ABD GHANI	83017012
SCG	MSSB	ZAKARIAH BT SHARIF	83000116
SCG	MSSB	RAZALI BIN DOLMAT	83002948
SCG	MSSB	KAMARULZAMAN BIN HAJI IBRAHIM	83006382
SCG	MSSB	SIVAKUMAR S/O NADESA PILLAY	83006682
SCG	MSSB	CHOO YIT MENG	83007173
SCG	MSSB	KAMALJIT KAUR A/P TARA SINGH	83007627
SCG	MSSB	HARMIT SINGH A/L HARMINDAR SINGH	83010688
SCG	MSSB	RASARATNAM A/L DEVY RAMASAMY	83011562
SCG	MSSB	GHAZALI MD YUSOF	83011585
SCG	MSSB	AZMI BIN ALIAS	83012017
SCG	MSSB	V.VICKNESVARAN A/L VISWALINGAM	83013577
SCG	MSSB	SIVAPRAGASAM A/L ARUMUGAM	83014020
SCG	MSSB	JASVINDER SINGH A/L RANJIT SINGH	83014189
SCG	MSSB	BAHARAM BIN YAHAYA	83015119
SCG	MSSB	FU'AT BN MOON	83015305
SCG	MSSB	MOHD ASRI BIN WAGIMAN	83015314
SCG	MSSB	ZAMZURI BIN S BAWEH	83015637
SCG	MSSB	ZAMREE BIN TAHA	83015740
SCG	MSSB	S.VYASAN A/L SANTHALINGAM	83017049
SCG	MSSB	WONG KOCK HONG	83001129
SCG	MSSB	WONG LOY THAI	83003035
SCG	MSSB	ZALINA BTE SHAHER	83006257
SCG	MSSB	YEO HOCK GUAN	83007528
SCG	MSSB	VIJAYA KUMAR S/O SINNIH	83008057
SCG	MSSB	HUANG CHOO WEN	83008169
SCG	MSSB	ZULKEPLI BIN KHAMIS	83004074
SCG	MSSB	SAZALI BIN KAMARUDIN	83007404
SCG	MSSB	SAHIDIN B KARDI	83008171

GROUP	LOCATION	NAME	COMMERCE ID
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SCG'	MSSB	SOONG BOON LUNG	83011012
SCG	MSSB	MOHD YUSAIRI B IDRIS	83011612
SCG	MSSB	MOHD AZLEY B ABDUL MAJID	83011728
SCG	MSSB	WONG JUI SIN	83012477
scG	MSSB	CHIN WAI LUM	83013394
SCG	MSSB	YUSLAN BIN YUNUS	83013397
SCG	MSSB	WONG HON HIN	83014272
SCG	MSSB	MOHAMAD ABDUL RAHMAN BIN TAIB	83014429
SCG	MSSB	KUMAR A/L LETCHUMANAN	83014431
SCG	MSSB	MOHD FOUZI BIN JAHAYA	83015315
SCG	MSSB	RAGU S/O MARIMUTHU	83001175
SCG	MSSB	LAU CHEE HAI	83006517
SCG	MSSB	CHONG SOK YEE	83008640
SCG	MSSB	LEE SOON YONG	83008747
SCG	MSSB	JEYASURIAN A/L PERIASAMY	83009275
SCG	MSSB	BALA A/L SHANMUGAM	83009279
SCG	MSSB	AINOL ZAMRIN BIN YAACOB	83009316
SCG	MSSB	AHMAD ZAINAL BIN ABDULLAH SANI	83011696
SCG	MSSB	REUBEN A/L SYLVESTER	83014430
SCG	MSSB	ANUAR BIN YUSOP	83015306
SOG	MSSB	JAMROSE BIN MUSTAFA	83015481
SCG	MSSB	TAN BOON KIAT	83017393
SCG	MSSB	ESAM BIN HASHIM	83017779
SCG	MSSB	DANIEL A/L CHRISTIE	83018377
SCG	MSSB	SURATMAN B YUSOF	83005152
SCG	MSSB	KU GEK GUAT	83007059
SCG	MSSB	SUBRAMANIAM A/L PERUMAL	83007325
SCG	MSSB	MOHD SALIMIN SAHLUDIN	83010028
SCG	MSSB	AZIZAN B ZAKARIA	83015656
SCG	MSSB	ANNE SHAMINI A/P RAJASINGAM SOLOMON	83017926
SCG	MSSB	LEE HENG CHEN	83018165
SCG	MSSB	TAN FOONG YOW	83001154
SCG	MSSB	PUNUSAMY A/L KUPPUSAMY	83002943
SCG;	MSSB	SAINEH B MISSIN	83006069
SCG	MSSB	LIAM SEH HAN	83007176
SCG,	MSSB	GANESH A/L MURUGAYAH	83008879
SCG	MSSB	YUSRI BIN AB RAHIM	83009702
SCG	MSSB	GIRIMARAMANLAM A/L SUBRAMANIAM	83013532
SCG	MSSB	WONG TOON HUAT	83014565
SCG	MSSB	AZAHARUDIN BIN YUSOF	83015516
SCG	MSSB	ANFAL BIN DURALIM	83017052
SCG	MSSB	SHARIMAN AZEZE BIN OTOH	81023747
SCG	MSSB	MANJALINA BINTI IBRAHIM	81024039
SCG	MSSB	SHAHIDAN B A KADIR	83000034
SCG	MSSB	RAHINAH @ ROHANA BT J HASSAN	83000132
SCG	MSSB	ZAKIAH BT ASHAARI	83000202

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	NORIZAN MUHAYAT	83001634
SCG	MSSB	ZAKARIA BIN AHMAD	83002975
SCG	MSSB	JUNAIDAH WAHID	83003803
SCG	MSSB	FATIMAH BT JAMALUDIN	83006531
SCG	MSSB	ABD HALIM BIN RAHIM	83006574
SCG	MSSB	MOHD ARIFFIN BIN BADOR	83007275
SCG	MSSB	NIAP OI LIAN CATHERINE	83006168
SCG	MSSB	SKANTHI A/P R. MUTHU	83008502
SCG	MSSB	RAJANDRAN S/O MARGAYA	83008677
SCG	MSSB	K SELVADURI AL KANNIAH	83008806
SCG	MSSB	MUTHAMAH A/P AROKIASAMY	83009676
SCG	MSSB	HASNAH BINTI MOHD	83010184
SCG	MSSB	AHMAD SABAN BIN ABDUL HAMID	83010504
SCG	MSSB	MUHAMMAD NIZAM BIN AHMAD	83011760
SCG	MSSB	ONG CHEW BOON	83011763
SCG	MSSB	HUZAINOR BIN HAMZAH	83012019
SCG	MSSB	SASITHARAN NAIR A/L DASS	83012646
SCG	MSSB	ROSTAM BIN SALLEH	83014019
SCG	MSSB	R GUNASEGKARAN A/L RAMAN	83014432
SCG	MSSB	ABD RAHMAT BIN YUSOFF	83014523
SCG	MSSB	KAMARUDIN BIN ABU	83014563
SCG	MSSB	CHONG CHUN HOE	83014857
SCG	MSSB	NG CHENG HUAT	83015194
SCG	MSSB	LEE ENG THYE	83015483
SCG	MSSB	KU EZANI BIN HAJI KU MAT	83015517
SCG	MSSB	NORISAM BIN ISMAIL	83015522
SCG	MSSB	PARASURAMAN A/L GOVINDARAJOO	83016190
SCG	MSSB	TAN CHEE ENG	83016225
SCG	MSSB	IDRIS BIN SULAIMAN	83017050
SCG	MSSB	ANG EE PING	83017202
SCG	MSSB	THONG CHEN LEONG @ HONG CHEN LEONG	83017257
SCG	MSSB	SIVANESAN S/P SATHIAPALAN	83017525
SCG	MSSB	CHAN KUN LEONG	83017703
SCG	MSSB	ERIC CHEAH JAY HAN	83017735
SCG	MSSB	DAVID THONG WAI KEONG	83017765
SCG	MSSB	CHIA WAI KIT	83017776
SCG	MSSB	NAZARRUDIN BIN ABU BAKAR	83017955
SCG	MSSB	MOHD SAIFULLIZAN BIN MOHD KHALID	83018103
SCG	MSSB	MOHD RIZAL BIN AB RAHMAN	83018133
SCG	MSSB	SHAHRIZAN BIN ZAINUDIN	83018207
SCG	MSSB	P NACHIAPPAN A/L M. PALANIAPPAN @ MADHAVA	83018334
SCG	MSSB	SAMARI BIN MAT SAHAT	83018533
SCG	MSSB	RAVINDRAN A/L K B MENON	83002603
SCG	MSSB	MOKHTAR BIN SARING	83003070
SCG	MSSB	NORAISHAH KAMARUDDIN	83003296
SCG	MSSB	AHMAD TAJUDIN BIN YAACOB	83003391

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MSSB	RAVINDRAN S/O THANGAVELU	83004333
SCG	MSSB	DELI BIN JUSOH	83005157
SCG	MSSB	SUBKI BIN MUSA	83005158
SCG	MSSB	ZAHIR BIN KAHA	83005211
SCG	MSSB	SANTHA KUMAR S/O THANGAVELU	83005819
SCG	MSSB	LOY THAI CHENG	83005831
SCG	MSSB	CHEONG KWAI YEW	83006006
SCG	MSSB	PUSPHANATHAN S/O SELVAPPAN	83006272
SCG	MSSB	SHU OUEE LIP	83006305
SCG	MSSB	SAMY A/L R.N NAIDU	83006860
SCG	MSSB	CHEAH FOOK NYEN	83007845
SCG	MSSB	ABD RAHMAN FOO BIN ABOULLAH	83008047
SCG	MSSB	ABDUL HALIM BIN MD YUSOF	83008500
SCG	MSSB	NOR AZIZAN BIN MOHO NORDIN	83008649
SCG	MSSB	GANESH BALAN A/L SUBRAMANIAM	83009178
SCG	MSSB	MUHAMAT ASRI MAT DAUD	83009194
SCG	MSSB	NONCHIK BIN KITAM	83009207
SCG	MSSB	MOHAMAD IBRAHIM BIN AKB MAIDEN	83009214
SCG	MSSB	HON KAI KEONG	83009445
SCG	MSSB	MO MAN	83009583
SCG	MSSB	AZHAR BIN ZAKARIA	83010506
SCG	MSSB	MUHAMAD AZRI B ABDUL KADIR	83010945
SCG	MSSB	M RUBAN MURUGESSAN	83011011
SCG	MSSB	NORASHIKIN BTE ABD MALIK	83011152
SCG	MSSB	THIAGARAJA A/L GOVINDASAMY	83011909
SCG	MSSB	ZAHRI KAMALUDIN	83012774
SCG	MSSB	ZULKIFLI BIN HASSAN	83013252
SCG	MSSB	SHAHRIZAN BIN SALIM	83014182
SCG	MSSB	JASON EMMANUEL SHASTRI	83014184
SCG	MSSB	JUMINAH BINTI A. KARIM	83014186
SCG	MSSB	NAVARATHINALINGAM A/L PERAITHAMBY	83014605
SCG	MSSB	MOMAMAD RIDZUAN B ABDUL RASHID	83015216
SCG	MSSB	MATHEW KURIAN A/L KOYIKAIATHU	83015316
SCG	MSSB	MANIMARAN A/L NIELLASAMY	83015469
SCG	MSSB	WONG KOK HOONG	83015471
SCG	MSSB	ZAKARIYA BIN ABU	83015688
SCG	MSSB	WONG WEI KIM	83015744
SCG	MSSB	MARTHESWARAN S/D SOLAMUTHU	83017598
SCG	MSSB	KWAN SIONG HING	83017670
SCG	MSSB	ZULKARNAIN BIN MOHAMED MOBIN	83017925
SCG	MSSB	FUZIAH BTE OTHMAN	83001569
SCG	MSSB	NG KING SUN	83005034
SCG	MSSB	TAN CHIN GUAN	83006113
SCG	MSSB	LIM BAN CHANG	83006372
SCG	MSSB	ISKANDAR DZAUZ KORNAIN MUDAYAT	83006406
SCG	MSSB	R VINAYAN A/L V K RAGHKAVAN	83007607

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	LETTI BTE NIZAL	83008832
SCG	MSSB	JASON RAJAKUMARAN A/L RAJASEGARAN	83014185
SCG	MSSB	SELVARAJOO A/L KRISHNAN	83014342
SCG	MSSB	ABU BAKAR BIN JAMAL	83014481
SCG	MSSB	MOHAMMAD FAUZI BABA	83015749
SCG	MSSB	HARCHARAN SINGH A/L KARNAIL SINGH	83017600
SCG	MSSB	LEE HOW SWEE	83017811
SCG	MSSB	ABU HANIPAH BIN SULAIMAN	83003924
SCG	MSSB	RAGUNATHAN S/O RANGASAMY	83007796
SCG	MSSB	ZAINAL B OMAR	83000970
SCG	MSSB	FONG TAK WAH	83003342
SCG	MSSB	NORLAILA BT ABDUL MALEK	83006280
SCG	MSSB	BOCK KIM LEE	83007522
SCG	MSSB	AHMAD LUTFI BIN YUSOF	83008533
SCG	MSSB	TUANG KWANG HWEE	83009698
SCG	MSSB	TAN HOOI SIM	83010596
SCG	MSSB	THANGARAJ A/L BALRAJ	83013578
SCG	MSSB	DANIAL BIN ABD LATIFF AW	83014436
SCIS	MSSB	YONG WAY SHAN	83017726
SCG	MSSB	JAFFRIDIN BIN SULAIMAN	83018104
SCG	MSSB	SEE CHEE ONG	83018437
SCG	MSSB	ROSMAN BIN OMAR	83018815
SCG	MSSB	ROSLAN BIN ABDUL HAMID	81021813
SCG	MSSB	PUTERI NOR AZAH BTE MEGAT MOHD NOOR	81024798
SCG	MSSB	LETCHUMY D/O KRISHNASAMY	83001027
SCG	MSSB	MOHD RASID BIN KARIM	83007590
SCG	MSSB	NIK MOHD TAJUDDIN YUSOF	83008676
SCG	MSSB	NIK AHMAD FADZIL NIK MUHAMAD ARIFIN	83008804
SCG	MSSB	MOHD FADHIL BIN HJ AHMAD	83010779
SCG	MSSB	YONG FOO KHONG	83012383
SCG	MSSB	NOR RISA BTE DAHALAN	83014270
SCG	MSSB	MOHD HARATH ALI BAJUNID BIN OMAR	83017668
SCG	MSSB	SIAU SHAU LING	83006007
SCG	MSSB	ZUL KAFLI B ZAKARIA	83006385
SCG	MSSB	SIVALINGAM A/L PALANIANDY	83007606
SCG	MSSB	ZANARIAH BT SI BAWEH	83008869
SCG	MSSB	AZHARRY BIN NIGGAL	83009239
SCG	MSSB	CHAN HON MUN	83011209
SCG	MSSB	LIM KENG GUAN	83011982
SCG	MSSB	YEW TUAN KEAT	83014646
SCG	MSSB	YEW WAI CHUNG	83015127
SCG	MSSB	NGIENG FONG FONG	83015689
SCG	MSSB	ROKIAH BINTI WAN AB. KADIR	83016971
SCG	MSSB	CHONG SIEW HOONG	83018820
SCG	MSSB	SITI JAWAIIH BTE KANDAR	83002879
SCG	MSSB	LATIFAH OMAR	83003537

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	ABD GHAFAR BIN HJ MOKHTAR	83009154
SCG	MSSB	NAGARAJAN A/L THAMBIRAJAH	83012639
SCG	MSSB	SHAMSHA BINTI SULAIMAN	83000917
SCG	MSSB	ROKIAH SAMAD	83001485
SCG	MSSB	MOHD RADHUAN BIN AHMAD	83001841
SCG	MSSB	ZAIDAH DAHLIN	83002131
SCG	MSSB	MAIMON BTE SHARIF	83003513
SCG	MSSB	ZAITON HASSAN	83004304
SCG	MSSB	NORALIZA MD YUSOF	83004981
SCG	MSSB	AMRAN B MD YUSOF	83005153
SCG	MSSB	ROPEAH BT MAAMOR	83006708
SCG	MSSB	ROSMAWATI BINTI ZAINAL	83007741
SCG	MSSB	PONMALAR A/P RAMAKUTTY	83008997
SCG	MSSB	HAJJAH NORAINI BT HJ OMAR	83009573
SCG	MSSB	NUR ZAMIRUL ASWINA BINTI NAZIR	83011373
SCG	MSSB	SHAHBIN BI TAMBY HITAM	83014314
SCG	MSSB	MOHAMAD NORAFIZ BIN MANAF	83014330
SCG	MSSB	MOHAMAD NIZAR BIN ABDUL JABBAR	83014387
SCG	MSSB	SHUHAIZA AZRENN B ABD WAHAB	83014920
708	MSSB	ZAINUDIN BIN MOHD ZAIN	83015333
SCG	MSSB	YUSOF BIN IBRAHIM KUTTY	83016252
SCG	MSSB	MOHD RAZUAN B. HAMZAH	83016321
SCG	MSSB	MOHD KAMAL BIN MOHD SANI	83016662
SCG	MSSB	MARINA BT ABU BAKAR	83016949
SCG	MSSB	KYAZILAH BINTI ABDUL AZIZ	83017816
SCG	MSSB	MOHAMAD FAIZAL BIN ZEIKAPELI	83018608
SCG	MSSB	SANAH BINTI YAACOB	83018633
SCG	MSSB	SAADIAH BT ABD RASHID	83000192
SCG	MSSB	JAMILAH BIBY MOHD KASSIM	83003570
SCG	MSSB	AMINAH BT BARI	83005909
SCG	MSSB	FARIDAH BTE HASHIM	83007881
SCG	MSSB	ROZIATOL AKMA BTE SULAIMAN	83009340
SCG	MSSB	NAFSIAH BTE BADOR	83013065
SCG	MSSB	KAMARIAH AB MAJID	83000469
SCG	MSSB	NORIZAH RASHID	83001815
SCG	MSSB	VIJALETCHUMY V	83001887
SCG	MSSB	NORLELA MASROM	83002465
SCG	MSSB	NATZERAH BTE ZAINUDDIN	83002959
SCG	MSSB	ZAINAF ABDULLAH	83003042
SCG	MSSB	SITI ZAINAB ADAM	83003354
SCG	MSSB	MARHAMAH ABDULLAH	83003539
SCG	MSSB	NORZILAH SEMAN	83004534
SCG	MSSB	KAMSIAH SULAIMAN	83005407
, SCG	MSSB	NORHARIYAH BT TALIB	83006524
SCG	MSSB	ANJALA DEWI A/P MUNIYANDI	83006589
SCG	MSSB	NOSITAH BT ISTHNNIN	83006902

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	SUMADIE D/O MARI THAMUTHU	83008275
SCG	MSSB	SIVAGAMY D/O KANNAN	83009290
SCG	MSSB	SURAYA BTE MOHAMED	83009374
SCG	MSSB	NORASHURA ZAKARIAH	83000080
SCG	MSSB	PEGAWAN KAUR	83000119
SCG	MSSB	UMA DEVI KATHIRAVELU	83000361
SCG	MSSB	MAIMUN BT HASSAN	83000501
SCG	MSSB	ZABEDAH BT KASSIM	83000781
SCG	MSSB	MARIAM IBRAHIM	83000791
SCG	MSSB	PANJAVETNAM RAMASAMY	83000990
SCG	MSSB	RADIAH BINTI MAHMUD	83001056
SCG	MSSB	ROFIDAH BT MD DOM	83001092
SCG	MSSB	NUPPUDATTE CHELLIAH	83001304
SCG	MSSB	ROS SITAH A RAHMAN	83001405
SCG	MSSB	RAJA KAMISAH BT RAJA SALIM	83001541
SCG	MSSB	NORAINI BT SHARIF	83001575
SCG	MSSB	MALATI MAYAPPAN	83001847
SCG	MSSB	RUSIAH KASSIM	83002422
SCG	MSSB	ROSLINA IDRUS	83002494
SCG	MSSB	NORIZIN DARUS	83002520
SCG	MSSB	SALWA SHARIF	83002536
SCG	MSSB	HALIJAH MD NOOR	83002544
SCG	MSSB	SITI AISKAH ABDULLAH	83002753
SCG	MSSB	ROSMAWATI SALLEH	83002987
SCG	MSSB	MARIAM AHMAD	83003183
SCG	MSSB	FARIDAH JOHARI	83003247
SCG	MSSB	KOMALA KAMASAMY	83003346
SCG	MSSB	ROZINAH MOHD TALIB	83003493
SCG	MSSB	NORLIDA ABU SAMAH	83003652
SCG	MSSB	ZALEHA SULAIMAN	83003713
SCG	MSSB	SITI NORHAJAR ZABIDIN	83003755
SCG	MSSB	ROHANI&NI SABIRAN	83003861
SCG	MSSB	ZALIHA ZAINAL	83003988
SCG	MSSB	HALIMAH MOKHTAR	83003995
SCG	MSSB	NORHAYATI ABDUL MALIK	83004001
SCG	MSSB	ASMAH AHMAD	83004041
SCG	MSSB	ASLINA HASAN	83004275
SCG	MSSB	FAIZAH TUN MOHAMAD	83004329
SCG,	MSSB	NORIDAH MOHD SALLEH	83004357
SCG	MSSB	NORAINI OTHMAN	83004476
SCG	MSSB	SAROJINY MUNIANDY	83004482
SCG	MSSB	RUSNAH MAT AMIN	83004791
SCG	MSSB	MARDUWATI MD RASHID	83004825
SCG	MSSB	HAMIDAH SHARIFF	83004838
SCG	MSSB	LEE SOO CHIN	83004884
SCG	MSSB	NORAISHAH MOHD NOOR	83004913

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	SITI HAWA ALIN	83004930
SCG	MSSB	ROHANI HUSAIN	83004933
SCG,	MSSB	FADILAH MAHAT	83004978
SCG	MSSB	ZARIAH MOHIDIN	83005026
SCG	MSSB	ROSIAH BT SIRIYO	83005212
SCG	MSSB	DIANA ISMAIL	83005321
SCG	MSSB	NORSAIMAH BTE NUJUM	83005651
SCG	MSSB	SAADIAH RAMSI	83005706
SCG	MSSB	NOR FAZIRATUL HANIN BT ISMAIL	83005738
SCG	MSSB	SAROJAH A/P VEERAPAN	83006046
SCG	MSSB	NORHAYATI AHMAD	83006049
SCG	MSSB	ROHAYA HJ SHAMSUDIN	83006550
SCG	MSSB	SITI AMINAH BT JESA	83006719
SCG	MSSB	MALLIGAH A/P PALANISAMY	83006789
SCG	MSSB	SARIMAH BT ABD RAHMAN	83006877
SCG	MSSB	NOORIZAN BT OTHMAN	83006946
SCG	MSSB	SITI MURNI BT HARUN	83006954
SCG	MSSB	ZALEHA BTE HASSAN	83006982
SCG	MSSB	NORASMAH SALIM	83007025
SCG	MSSB	ASSFALLEZA BTE ABD RAZAK	83007080
SCG	MSSB	CHE RUZANARIAH BINTI HARUN	83007102
SCG	MSSB	K SHMUGAVADIVOO A/P KANAPATHY	83007151
SCG	MSSB	SITI ZAINURAH BT SHEIKH SAID	83007227
SCG	MSSB	JOHN HELEN RANI	83007295
SCG	MSSB	ZARIAH BTE ZAINAL	83007360
SCG	MSSB	HANURA BT JURID	83007480
SCG	MSSB	HASIMAH BT KAMIS	83007613
SCG	MSSB	NORMALA BINTI ABU BAKAR	83007757
SCG	MSSB	RUZITA BT KAHAR	83007927
SCG	MSSB	KAMALESWARY A/P NADARAJAN	83007959
SCG	MSSB	NORZILA BT ISHAK	83008088
SCG	MSSB	GAN KIM MOI	83008247
SCG	MSSB	ASNAH BT MUSA	83008256
SCG	MSSB	AINUNJARIAH BT ARIFFIN	83008285
SCG	MSSB	BALASARASUADI D/O RETNAM	83008448
SCG	MSSB	MAHERAN SUKOR	83008536
SCG	MSSB	NOR SAMLAH BT ALIAS	83008567
SCG	MSSB	LEELAVATHY A/P RAMAN	83008748
SCG	MSSB	MOHINDER KAUR A/P PRITAM SINGH	83008795
SCG	MSSB	RAFIDAH BTE ABD RAHIM	83008982
SCG	MSSB	SATIAH BTE MAT ARIF	83009402
SCG	MSSB	KALPANA DEVI A/P MOHANA DASS	83009626
SCG	MSSB	RAHMAH BT SAHAK	83009640
SCG	MSSB	SITI NOR BT NONIN	83009776
SCG	MSSB	DEVIKI A/P RAJAGOPAL	83011250
SCG	MSSB	KHALIL BIN JALI	83000619

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	MSSB	NORILILA BT HASSAN	83006399
SCG	MSSB	BHARATHAN NAIR A/L P NAIR	83008546
SCG	MSSB	CHANG CHIN WOON	83014097
SCG	MSSB	CHENG CHEE CHEW	83015468
SCG	MSSB	S PARAMAGURU A/L SUBRAYAN	83016223
SCG	MSSB	K PAARTHIBAN A/L KRISHNAN	83018738
SCG	MSSB	NORAZMAWATI BINTI ISMAIL	83018816
SCG	MSSB	ROZITA AINI BINTI MOHAMED ZIN	83018819
SCG	MSSB	CHANG KAM FOO	83001038
SCG	MSSB	LENG SIANG YONG	83014647
SCG	MSSB	ZAINI BTE THAMBY IBRAHIM	83000984
SCG	MSSB	MATHEWS GEORGE	83001769
SCG	MSSB	ZAINUDDIN BIN SAID	83007601
SCG	MSSB	ROHANA BT ABDULLAH	83011696
SCG	MSSB	MOHAMMAD NAZERI BIN BADARUDIN	83014564
SCG	MSSB	AZRINA BINTI ABDUL RAHMAN	83016227
SCG	MSSB	NORLYMALIS JEZZERY BIN KAMARUDIN	83018814
SCG	MSSB	SITI KHAMSIH BT HJ AHMAD	83000140
SCG	MSSB	LINDA SENEVIRANTNE	83003598
SCG	MSSB	NG CHONG MENG	83003965
SCG	MSSB	YEE ENG KOON	83000216
SCG	MSSB	LONG CHIK LEE	83007682
SCG	MSSB	LEE LIP KENG	83012201
SCG	MSSB	VIMALADEVI A/P THILLAINATHAN	83016908
SCG	MSSB	TAN KIAN KAR	83000015
SCG	MSSB	JUNAIDI BIN ISMAIL	83000304
SCG	MSSB	CYRIL HO TIONG CHOO	83004257
SCG	MSSB	S KAMARA GURU PARAN	83004314
SCG	MSSB	TENG AN TEE	83005712
SCG	MSSB	WAN PAK CHOONG	83006008
SCG	MSSB	TOH IN TEN	83016229
SCG	MSSB	LEONG WEI FONG	83018579
SCG	MSSB	KHOO AI BOEY SHARON	83009181
SCG	MSSB	OW YEANG SEOK CHIN	83003296
SCG	MSSB	OOI ENG HOO	83008183
SCG	MSSB	TEH YOONG SENG	83004601

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - MEXICO

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Abaroa Salvatierra, Agustin	44010932
SCG	ZMEX2	Abrego Sanchez, Ismael	44009962
SCG	ZMEX2	Aceves Alvarez, Jose Daniel	44012345
SCG	ZMEX2	Aceves Rangel, Carlos	44013793
SCG	ZMEX2	Acosta Cervantes, Carlos Alberto	44012196
SCG	ZMEX2	Acosta Madrigal, Inigo Felipe	44008918
SCG	ZMEX2	Acosta Rosales, Martha	44007469
SCG	ZMEX2	Aguayo Gonzalez, Ma. Del Carmen	44009219
SCG	ZMEX2	Aguayo Gonzalez, Magdalena	44011128
SCG	ZMEX2	Aguilar Barron, Alberto	44011401
SCG	ZMEX2	Aguila Garcia, Maria Cristina	44011440
SCG	ZMEX2	Aguilar Aguilar, Enrique	44003675
SCG	ZMEX2	Aguilar Anzaga, Mayela	44013791
SCG	ZMEX2	Aguilar Banda, Rebeca	44011457
SCG	ZMEX2	Aguilar Bravo, Raul	44009201
SCG	ZMEX2	Aguilar Corona, Baudelio	44002314
SCG	ZMEX2	Aguilar Corona, Ma. Alicia	44001470
SCG	ZMEX2	Aguilar Gonzalez, Alfonso	44012224
SCG	ZMEX2	Aguilar Gutierrez, Bertha	44008515
SCG	ZMEX2	Aguilar Limas, Luis Rodrigo	44013593
SCG	ZMEX2	Aguilar Mora, Jaime	44011240
SCG	ZMEX2	Aguilar Orozco, Maria Leticia	44006493
SCG	ZMEX2	Aguilar Rodriguez, David	44005859
SCG	ZMEX2	Aguilar Torres, Armando	44013641
SCG	ZMEX2	Aguilera Cervantes, Miriam	44011674
SCG	ZMEX2	Aguirre Magana, Iliana Concepcion	44013617
SCG	ZMEX2	Alarcon Rodriguez, Olimpia Patricia	44011554
SCG	ZMEX2	Alatorre Solorzano, Francisco	44012441
SCG	ZMEX2	Alba Ponce, Veronica	44012095
SCG	ZMEX2	Alcala Fuentes, Jessica	44013696
SCG	ZMEX2	Alcala Perea, Elsa Leticia	44009386
SCG	ZMEX2	Alcala Sanchez, Isela Martina	44012136
SCG	ZMEX2	Alcantar Martinez, Laura	44012642
SCG	ZMEX2	Alcantar Muniz, Mana De Lourdes	44010254
SCG	ZMEX2	Alcaraz Davalos, Paula	44011591
SCG	ZMEX2	Alcaraz Lomeli, Rafael	44012579
SCG	ZMEX2	Alderete Medina, Ricardo	44011887
SCG	ZMEX2	Aldrete Vazquez, Patricia	44013623
SCG	ZMEX2	Alencastro Resendiz, Alfonso	44012599

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Alexander Vazquez, Francisco Gerardo	44012388
SCG	ZMEX2	Alonso Gonzalez, Oscar Eduardo	44012150
SCG	ZMEX2	Alvarado Martinez, Judith	44013756
SCG	ZMEX2	Alvarez Gaucin, Maria De Jesus	44006482
SCG	ZMEX2	Alvarez Hernandez, Rosa	44009709
SCG	ZMEX2	Alvarez Huizar, Maria Del Carmen	44008976
SCG	ZMEX2	Alvarez Lomeli, Maria Del Carmen	44010880
SCG	ZMEX2	Alvarez Mota, Mana Olga Livia	44012052
SCG	ZMEX2	Alvarez Ochoa, Sandra Annette	44008721
SCG	ZMEX2	Alvarez Real, Edgardo Santiago	44013639
SCG	ZMEX2	Alvarez Rodriguez, Ana Maria	44006993
SCG	ZMEX2	Alvarez, Jose Javier	44009860
SCG	ZMEX2	Amaral Ramirez, Mariano	44001142
SCG	ZMEX2	Amaya Rico, Rosa Maria	44010672
SCG	ZMEX2	Amezcuca Anaya, Maria Ariana	44012074
SCG	ZMEX2	Amezcuca Gonzalez, Ana Laura	44012544
SCG	ZMEX2	Amezcuca, Martha Alicia	44004949
SCG	ZMEX2	Amezola Islas, Maria Elena	44011745
SCG	ZMEX2	Amezquita Tapia, Martha	44012312
SCG	ZMEX2	Anaya Gomez, Jose De Jesus	44010020
SCG	ZMEX2	Andrade Castro, Ela Marina	44013599
SCG	ZMEX2	Angel Ramirez, Marisol	44011505
SCG	ZMEX2	Angel Velez, Angelica Maria	44008224
SCG	ZMEX2	Angel Velez, Maria De La Luz	44004666
SCG	ZMEX2	Anguiano Andrade, Alfonso	44011024
SCG	ZMEX2	Anguiano Montes, Elizabeth	44012038
SCG	ZMEX2	Anguiano Rodriguez, Luis Antonio	44012036
SCG	ZMEX2	Anguiano Rodriguez, Rafael	44012029
SCG	ZMEX2	Araiza Trujillo, Irma Gabriela	44013803
SCG	ZMEX2	Arambula Villalobos, Jose Guadalupe	44012398
SCG	ZMEX2	Aranda Estrada, Olga	44013754
SCG	ZMEX2	Arauz Garcia, Susana	44010977
SCG	ZMEX2	Arellano Corona, Eva Berenice	44008442
SCG	ZMEX2	Arellano Perales, Felix Isaac	44013560
SCG	ZMEX2	Arellano Rodriguez, Isaias	44007071
SCG	ZMEX2	Argumedo Marrufo, Victor Manuel	44011660
SCG	ZMEX2	Arias Guerrero, Aldo	44012383
SCG	ZMEX2	Arias Lizarraga, Maria Del Rosario	44011986

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Arizaga Ortiz, Yolanda Araceli	44010622
SCG	ZMEX2	Arreguin Angel, J, Jesus	44010486
SCG	ZMEX2	Arreola Murillo, Gabriela	44011461
SCG	ZMEX2	Arroyo Pereira, Elsa	44012269
SCG	ZMEX2	Arroyo Pinedo, Hilda	44008105
SCG	ZMEX2	Ascencio Ramirez, Ma Cristina	44013774
SCG	ZMEX2	Astorga Ledesma. Adriana	44009505
SCG	ZMEX2	Astorga Ledezma. Erika Amparo	44013672
SCG	ZMEX2	Aceda Vidal, Mariano Norberto	44010808
SCG	ZMEX2	Avalos Rosales, Cesar David	44012174
SCG	ZMEX2	Avalos Segura, Rosa Maricela	44010328
SCG	ZMEX2	Avelar Franco, Juan Jose	44007184
SCG	ZMEX2	Avila Sanchez, Maria Del Pilar	44011193
SCG	ZMEX2	Avila Torres, Sergio Rafael	44007428
SCG	ZMEX2	Ayala Alvarado, Luis Manuel	44012153
SCG	ZMEX2	Ayala Hernandez, Celia	44007812
SCG	ZMEX2	Ayala Herrera, Rosa Maria	44011161
SCG	ZMEX2	Ayala Lopez, Alicia	44011394
SCG	ZMEX2	Balderas Rosales, Maria Soledad	44013657
SCG	ZMEX2	Banda Horta, Ofelia	44008387
SCG	ZMEX2	Banda Villarruel, Balbina	44013733
SCG	ZMEX2	Banuelos Perez, Silvia	44011612
SCG	ZMEX2	Banuelos Perez, Teresa Leticia	44012015
SCG	ZMEX2	Barajas Espinoza, Imelda	44012348
SCG	ZMEX2	Barajas Macias, Luis Javier	44013588
SCG	ZMEX2	Barajas Ramirez, Salvador	44008643
SCG	ZMEX2	Barajas Roman, Irma	44010280
SCG	ZMEX2	Barba Cruz, Guadalupe	44013769
SCG	ZMEX2	Barba Galvez, Martha Margarita	44009109
SCG	ZMEX2	Barbosa Ramirez, Guadalupe Isadora	44013798
SCG	ZMEX2	Barrero Vega, Octavio Fabian	44013718
SCG	ZMEX2	Barrero Vega, Roberto Adrian	44013563
SCG	ZMEX2	Barrios Alvarado, Florencia	44010022
SCG	ZMEX2	Barrios Alvarado, Maria De Jesus	44010101
SCG	ZMEX2	Barrios Alvarado, Maria Del Carmen	44008865
SCG	ZMEX2	Barron Gutierrez, Maria Concepcion	44005283
SCG	ZMEX2	Bautista Gonzalez, Hilda	44011466
SCG	ZMEX2	Bautista Jimenez, Norma Leticia	44008309

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Beaz Zarate, Javier Gustavo	44004688
SCG	ZMEX2	Becerra Gutierrez, Maria Xochilth	44012566
SCG	ZMEX2	Becerra Gutierrez, Sergio Cesar	44011286
SCG	ZMEX2	Becerra Renteria, Maria Elena	44008664
SCG	ZMEX2	Becerra Reyes, Jose Luis	44002242
SCG	ZMEX2	Becerra Reyes, Juan De Dios	44004085
SCG	ZMEX2	Becerra Rodriguez, Alejandra	44013664
SCG	ZMEX2	Becerra Zepeda, Magaly	44009055
SCG	ZMEX2	Becerra Zepeda, Maria Guadalupe	44008608
SCG	ZMEX2	Becerra, Maria Del Rosario	44011396
SCG	ZMEX2	Benavides Mejia, Olga Maria	44013742
SCG	ZMEX2	Benites Cortes, Susana Guadalupe	44012632
SCG	ZMEX2	Benitez Martinez, Maria Guadalupe	44010353
SCG	ZMEX2	Benitez Pimentel, Rosalina	44005880
SCG	ZMEX2	Benitez Pimientel, Francisca Catalina	44008965
SCG	ZMEX2	Benitez Ramirez, Jesus	44005703
SCG	ZMEX2	Bernal Alcantar, Jose Luis	44004260
SCG	ZMEX2	Bernal Gallegos, Oscar Raul	44011026
SCG	ZMEX2	Berrelleza Sanchez, Karla Teresa	44012542
SCG	ZMEX2	Berumen Miramontes, Maria Araceli	44012202
SCG	ZMEX2	Borbon Rodriguez, Maria Cecilia	44006949
SCG	ZMEX2	Bribiesca Gonzalez, Leticia Araceli	44012373
SCG	ZMEX2	Briseno Bass, Margarita	44011509
SCG	ZMEX2	Bustamante Ruiz, Mauricio	44013708
SCG	ZMEX2	Bustinzar Flores, J. Graciela	44004794
SCG	ZMEX2	Bustos Villarruel, Jose Luis	44011304
SCG	ZMEX2	Cabezas Barajas, Jose Antonio	44012142
SCG	ZMEX2	Cabrera Valencia, Gloria	44007006
SCG	ZMEX2	Cabrera Velazquez, Gabriela	44012276
SCG	ZMEX2	Cadena Legaspi, Roberto Alejandro	44011347
SCG	ZMEX2	Calderon Gutierrez, Sandra Lorena	44011060
SCG	ZMEX2	Calderon Herrera, Ma. Rosario	44003109
SCG	ZMEX2	Calvario Baltazar, Jose Santiago	44004881
SCG	ZMEX2	Calzada Dalli, Adriana	44011056
SCG	ZMEX2	Camacho Carrillo, Alfonso Eugenio	44007183

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Camacho Cruz, Alvaro	44012512
SCG	ZMEX2	Camacho Quiroz, Juana	44009906
SCG	ZMEX2	Camacho Reyes, Imelda	44009609
SCG	ZMEX2	Camacho Ruiz, Miguel Angel	44013695
SCG	ZMEX2	Camacho Varela, Oscar Manuel	44012236
SCG	ZMEX2	Camacho Zalazar, Maria Asuncion	44007936
SCG	ZMEX2	Camarena Martinez, Elvira	44009814
SCG	ZMEX2	Cambron Islas, Alma Leticia	44011918
SCG	ZMEX2	Caminos Ortega, Gabriela	44011446
SCG	ZMEX2	Campa Rodriguez, Enrique	44011032
SCG	ZMEX2	Campa Rodriguez, Jorge	44004626
SCG	ZMEX2	Campos Garcia, Rosa Evelia	44011990
SCG	ZMEX2	Campos Navarro, Adriana	44012628
SCG	ZMEX2	Campos Ornelas, Paulino Antonio	44011216
SCG	ZMEX2	Candelario Barajas, Margarita	44007453
SCG	ZMEX2	Candelario Garcia, Rosalina	44008751
SCG	ZMEX2	Candelario Lopez, Araceli	44009486
SCG	ZMEX2	Candelario Marin, Martha Rosalia	44011529
SCG	ZMEX2	Cardenas Cruz, Reyna	44005117
SCG	ZMEX2	Cardenas Del Toro, Norma Delia	44007318
SCG	ZMEX2	Cardenas Legazpi, Diana Maricela	44012391
SCG	ZMEX2	Cardenas Perez, Felipe De Jesus	44012197
SCG	ZMEX2	Cardenas Reynaga, Joel	44005083
SCG	ZMEX2	Cardiel Garcia, Hilda	44012168
SCG	ZMEX2	Cardona Alcalá, Rene	44011474
SCG	ZMEX2	Cardona Garcia, Ma. Eduviges	44009215
SCG	ZMEX2	Cardona Garcia, Roldan	44007901
SCG	ZMEX2	Cardona Lazcarro, Patricia	44011638
SCG	ZMEX2	Carreon Cardenas, Guadalupe	44001224
SCG	ZMEX2	Carreon Lupercio, Irma Araceli	44011511
SCG	ZMEX2	Carrillo Martinez, Maria Elena	44011059
SCG	ZMEX2	Carrillo Ramirez, Laura	44010196
SCG	ZMEX2	Carrillo Rubio, Emma	44010389
SCG	ZMEX2	Carrizales Jimenez, Maria Socorro	44011210
SCG	ZMEX2	Casillas Moreno, Jorge	44012195
SCG	ZMEX2	Casillas Romo, Carlos	44006775
SCG	ZMEX2	Casillas Santana, Jose Miguel	44010448
SCG	ZMEX2	Cassian Jimenez, Salvador	44002394
SCG	ZMEX2	Castaneda Lara, Martin Leopoldo	44005766

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Castaneda Morales, Jose Antonio	44011388
SCG	ZMEX2	Castaneda Osua, Maria Guadalupe	44011473
SCG	ZMEX2	Castaneda Rivas, Jose Manuel	44012023
SCG	ZMEX2	Castanon Mena, Alejandro De J.	44004993
SCG	ZMEX2	Castellan Morales, Amada Cecilia	44011929
SCG	ZMEX2	Castellanos Rodriguez, Sergio Ivan	44013740
SCG	ZMEX2	Castillo Diaz, Maria Leticia	44011774
SCG	ZMEX2	Castillo Diaz, Maria Pilar	44013732
SCG	ZMEX2	Castillo Hernandez, Leticia	44006807
SCG	ZMEX2	Castro Benitez, Maria Elena	44006634
SCG	ZMEX2	Castro Cadena, Guillermo	44011763
SCG	ZMEX2	Castro Cadena, Maria Guadalupe	44009291
SCG	ZMEX2	Castro Felix, Angel	44011245
SCG	ZMEX2	Castro Garcia, Mario Alberto	44012226
SCG	ZMEX2	Castro Navarro, Anabel	44011155
SCG	ZMEX2	Castro Pulido, Nestor V.	44004196
SCG	ZMEX2	Castro Sanchez, Esperanza	44010332
SCG	ZMEX2	Cazares Garcia, Jose De Jesus	44010978
SCG	ZMEX2	Cazarez Amezcua, Fabiola Judith	44013610
SCG	ZMEX2	Cedeno Gomez, Maria De Los Angeles	44010534
SCG	ZMEX2	Ceja Escalera, Jose Alejandro	44012558
SCG	ZMEX2	Ceja Lopez, Luz Maria	44012607
SCG	ZMEX2	Ceja Lopez, Rocio	44011948
SCG	ZMEX2	Ceja Rodriguez, Merced Alejandro	44010529
SOG	ZMEX2	Celis Huizar, Josefina	44012079
SCG	ZMEX2	Cervantes Islas, Jaime Omar	44012489
SCG	ZMEX2	Cervantes Lopez, Irma	44012492
SCG	ZMEX2	Cespedes Beltran, Mario Federico	44012294
SCG	ZMEX2	Chagollan Amaral, Maximiliano	44010720
SCG	ZMEX2	Chavez Banuelos, Alicia	44011551
SCG	ZMEX2	Chavez Banuelos, Silvia	44011550
SCG	ZMEX2	Chavez Benitez, Alejandra Guadalupe	44012588
SCG	ZMEX2	Chavez Celis, Maria De Los Angeles	44011671
SCG	ZMEX2	Chavez Contreras, Martha Elba	44011283
SCG	ZMEX2	Chavez Lopez, Maria Guadalupe	44008671

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Chavez Vazquez, Maria Guadalupe	44008698
SCG	ZMEX2	Chavez Villa, Maria Guadalupe	44008464
SCG	ZMEX2	Chavira Gonzalez, Lourdes	44005743
SCG	ZMEX2	Chilaco Cecena, Laura Leticia	44011814
SCG	ZMEX2	Cholico Gomez, Mario Alberto	44005476
SCG	ZMEX2	Cholico Murillo, Mercedes	44004079
SCG	ZMEX2	Cifuentes Gonzalez, Angel Sergio	44006753
SCG	ZMEX2	Cobian Rodriguez, Paula	44005846
SCG	ZMEX2	Cobos Maldonado, Maria Magdalena	44012039
SCG	ZMEX2	Colina Saaib, Carlos Alberto	44013661
SCG	ZMEX2	Conchas Maria, Francisca	44009283
SCG	ZMEX2	Conchas Ramirez, Marisela	44012352
SCG	ZMEX2	Contreras Perez, Maria Gabriela	44011280
SCG	ZMEX2	Cordero Flores, Eva	44012014
SCG	ZMEX2	Cordova Ruvalcaba, Monica Leticia	44013607
SCG	ZMEX2	Cornejo Valdez, Raul	44011828
SCG	ZMEX2	Corona Ortega, Humberto	44011800
SCG	ZMEX2	Cortes Benitez, Gloria Leticia	44010361
SCG	ZMEX2	Cortes Castillo, Juan Luis	44012235
SCG	ZMEX2	Cortes Herrera, Eduardo	44004140
SCG	ZMEX2	Cortes Nodal, Agustin	44007088
SCG	ZMEX2	Cortez Martinez, Mario	44012215
SCG	ZMEX2	Cosio Garcia, Angelina	44004712
SCG	ZMEX2	Covarrubia Serrano, Maria Del Rosario	44005893
SCG	ZMEX2	Covarrubias Mendoza, Blanca Estela	44013594
SCG	ZMEX2	Cruz Barajas, Maria	44006469
SCG	ZMEX2	Cruz Chavarin, Teresa	44007947
SCG	ZMEX2	Cruz Herrera, Enriqueta	44009552
SCG	ZMEX2	Cruz Jimenez, Maria De La Paz	44013635
SCG	ZMEX2	Cruz Ramirez, Claudia	44013804
SCG	ZMEX2	Cruz Ramirez, Juana	44009234
SCG	ZMEX2	Cruz Ramirez, Norma Lidia	44013725
SCG	ZMEX2	Cruz Rocha, Maria Elena	44012329
SCG	ZMEX2	Cruz Rodriguez, Antonia	44011428
SCG	ZMEX2	Cruz Rosas, Evelia	44012476
SCG	ZMEX2	Cueto Casillas, Mirella	44012286
SCG	ZMEX2	Cueto Casillas, Veronica	44011830
SCG	ZMEX2	Cuevas Barrera, Maria Ofelia	44002908

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Curriel Aguilar, Salvador	44012175
SCG	ZMEX2	Curriel Lopez, Eduardo	44011515
SCG	ZMEX2	Davalos Garcia, Sandra Marcela	44012535
SCG	ZMEX2	Davalos Garcia, Saul Alejandro	44013583
SCG	ZMEX2	Davalos Zamores, Gustavo	44011497
SCG	ZMEX2	Davila Perez, Damartz Bat-Zeba	44013752
SCG	ZMEX2	Davila Trinidad, Yolanda	44007291
SCG	ZMEX2	De Alba Barbosa, Maria De Los Dolores	44011677
SCG	ZMEX2	De Alba Barbosa, Maria Esther	44009940
SCG	ZMEX2	De Alba Gonzalez, Julieta	44009667
SCG	ZMEX2	De Dios Sanchez, Selma Gabriela	44010447
SCG	ZMEX2	De Hajar Mariscal, Jose De Jesus	44001217
SCG	ZMEX2	De La Concha Autrique, Eduardo	44011346
SCG	ZMEX2	De La Cruz Sandoval, Maria De Jesus	44013590
SGG	ZMEX2	De La Cruz Sandoval, Martha A.	44005116
SCG	ZMEX2	De La Cruz Sandoval, Rosa Elena	44006195
SCG	ZMEX2	De La Cruz Tejeda, Laura	44010702
SCG	ZMEX2	De La Cruz Torres, Ana Rosa	44012311
SCG	ZMEX2	De La Cruz Torres, Patricia	44013728
SCG	ZMEX2	De La Cruz Valeriano, Victoriano	44013711
SCG	ZMEX2	De La Fuente Castro, Luis Guillermo	44013603
SCG	ZMEX2	De La Mora Lopez, Maria Guadalupe	44006503
SCG	ZMEX2	De La O Rincon, Maria De Jesus	44012106
SCG	ZMEX2	De La Rosa Gonzalez, Maria Del Carmen	44009303
SCG	ZMEX2	De La Rosa Gonzalez, Monica	44011528
SCG	ZMEX2	De La Torre Alvarez, Gerardo	44010998
SCG	ZMEX2	De La Torre Cabrera, Alfonso	44010093
SCG	ZMEX2	De La Torre Lopez, Maria Del Socorro	44012474
SCG	ZMEX2	De La Torre Maciel, Jorge Alfonso	44008491
SCG	ZMEX2	De La Torre Maciel, Patricia	44009438
SCG	ZMEX2	De Leon Raygoza, Elida Patricia	44012173

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	De Los Santos Hernandez, Maria Del Carmen	44011121
SCG	ZMEX2	Del Castillo Montano, Maxima Eumelia	44010199
SCG	ZMEX2	Del Castillo Vega, Marco Antonio	44011896
SCG	ZMEX2	Del Real Gandara, Jacinta	44012296
SCG	ZMEX2	Del Valle Padilla, Juan Luis	44011295
SCG	ZMEX2	Delgadillo Becerra, Maria Estela	44010453
SCG	ZMEX2	Delgadillo Jauregui, Maria Elena	44008847
SCG	ZMEX2	Delgadillo Oliva, Martha Alicia	44013548
SCG	ZMEX2	Delgadillo Perez, Miriam Lizette	44013634
SCG	ZMEX2	Delgadillo Trillo, Gabriela	44011802
SCG	ZMEX2	Delgado Jimenez, Maria Del Socorro	44011566
SCG	ZMEX2	Delgado Lizalde, Leticia	44007913
SCG	ZMEX2	Delgado Manzano, Alfredo	44007795
SCG	ZMEX2	Delgado Moreno, Jose	44010873
SCG	ZMEX2	Delgado Moreno, Judith	44012281
SCG	ZMEX2	Delgado Moreno, Leonor	44010129
SCG	ZMEX2	Delgado Moreno, Maria Santos	44007370
SCG	ZMEX2	Diaz Alvarado, Alberto	44012234
SCG	ZMEX2	Diaz Cisneros, Aurora	44006038
SCG	ZMEX2	Diaz Cruz, Gaudencia	44011033
SCG	ZMEX2	Diaz Cruz, Ma. Teresa	44007230
SCG	ZMEX2	Diaz De Leon Rodriguez, Yadira	44012241
SCG	ZMEX2	Diaz Guzman, Ma. Dolores	44009694
SCG	ZMEX2	Diaz Nunez, Yolanda	44011227
SCG	ZMEX2	Diaz Piedra, Ma. Del Carmen	44011519
SCG	ZMEX2,	Diaz Reynaga, Daniel	44008368
SCG	ZMEX2	Diaz Salazar, Ma. Ines	44011165
SCG	ZMEX2	Diaz Zuniga, Ma. Magdalena	44006461
SCG	ZMEX2	Dipp Barraza, Jose Ramon	44008081
SCG	ZMEX2	Dominguez Castellanos, Adriana	44011993
SCG	ZMEX2	Dominguez Ramirez, Jorge Alberto	44006188
SCG	ZMEX2	Dominguez Villalobos, Lucio	44011427
SCG	ZMEX2	Duarte Rodriguez, Raul	44011601
SCG	ZMEX2	Duenas Navarro, Jose Juan	44011061
SCG	ZMEX2	Duenas Robles, Emma Yolanda	44008380
SCG	ZMEX2	Duenas Zendejas, Jorge	44011399

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Duran Aceves, Jorge Arturo	44011877
SCG	ZMEX2	Duran Lopez, Ma. Luisa	44009825
SCG	ZMEX2	Duran Rivera, Ramona	44012463
SCG	ZMEX2	Echeagaray Camacho, Gerardo	44013693
SCG	ZMEX2	Encarnacion Robles, Omar Alfredo	44013779
SCG	ZMEX2	Enciso Carranza, Patricia Guadalupe	44010611
SCG	ZMEX2	Erinquez Castro, Luis Gabriel	44011220
SCG	ZMEX2	Escobar Avalos, Martha	44006740
SCG	ZMEX2	Escobar Rodriguez, Juan Gabriel	44013584
SCG	ZMEX2	Escobedo Magallon, Ignacio	44009945
SCG	ZMEX2	Esparza Martinez, Gabriela	44010401
SCG	ZMEX2	Esparza Villegas- Fausto Enrique	44010449
SCG	ZMEX2	Espejo Reyes, Antonio	44012513
SCG	ZMEX2	Espinosa Sanchez, Victor	44012303
SCG	ZMEX2	Espinoza Cordoba, Guadalupe	44010354
SCG	ZMEX2	Espinoza Lopez, Isela Margarita	44011101
SCG	ZMEX2	Esquivel Ramirez, Saul	44009820
SCG	ZMEX2	Esquivel Zambrano, Ana Bertha	44012245
SCG	ZMEX2	Estrada Ascanio, Olga Lilia	44012525
SCG	ZMEX2	Estrada Esparza, Beatriz	44009522
SCG	ZMEX2	Estrada Lemus, Catalina	44011080
SCG	ZMEX2	Estrada Rodriguez, Martha	44010587
SCG	ZMEX2	Estrada Sanchez, Patricia	44010445
SCG	ZMEX2	Estrada Viveros, Jose Carlos	44012435
SCG	ZMEX2	Estrella Delgado, Ana Rosa	44006153
SCG	ZMEX2	Fanas Herrera, Ana Gabriela	44010106
SCG	ZMEX2	Farias Campos, Maria Cruz	44011456
SCG	ZMEX2	Fausto Camacho, Bernardo	44010811
SCG	ZMEX2	Fausto Haro, Ricardo	44011735
SCG	ZMEX2	Felix Valdez, Amelia	44009649
SCG	ZMEX2	Fernandez Zuniga, Ma. Floripis	44012035
SCG	ZMEX2	Fernandez Alzaga, Roberto De Jesus	44012517
SCG	ZMEX2	Fernandez Palacios, Ma. Esther	44011916
SCG	ZMEX2	Fernandez Zuniga, Jose Francisco	44013715
SCG	ZMEX2	Fierro Chacon, Martha Jaqueline	44012577
SCG	ZMEX2	Fierros Ortiz, Jose Luis	44002981
SCG	ZMEX2	Figueroa Becerra, Dolores	44011331
SCG	ZMEX2	Flandez Flores, Victor Eduardo	44012181

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Flores Cervera, Veronica	44006007
SCG	ZMEX2	Flores De La Cruz, Andrea	44001357
SCG	ZMEX2	Flores Diaz, Juana	44007022
SCG	ZMEX2	Flores Gonzalez, Elvira	44007570
SCG	ZMEX2	Flores Gonzalez, Olga	44009280
SCG	ZMEX2	Flores Hernandez, Olivia	44010270
SCG	ZMEX2	Flores Lopez, Blanca Elizabeth	44012510
SCG	ZMEX2	Flores Mercado, Jose Guadalupe	44008526
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SCG	ZMEX2	Flores Mercado, Maria Roberta	44011408
SCG	ZMEX2	Flores Mercado, Pablo	44009546
SCG	ZMEX2	Flores Miranda, Carmen Lucia	44009019
SCG	ZMEX2	Flores Pozos, Rosa Maria	44012410
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SCG	ZMEX2	Flores Preciado, Jorge	44007501
SCG	ZMEX2	Flores Reynaga, Martha Aide Soledad	44012551
SCG	ZMEX2	Flores Rios, Jorge Luis	44012611
SCG	ZMEX2	Flores Suarez, Cristina	44008827
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SCG	ZMEX2	Flores Venegas, Ana Maria	44005435
SCG	ZMEX2	Francisco Hermosillo, Sebastian	44012198
SCG	ZMEX2	Franco Arvizu, Maria Guadalupe	44012205
SCG	ZMEX2	Franco Flores, Jose Cristobal	44004202
SCG	ZMEX2	Franco Montes, Maria Udulia	44012271
SCG	ZMEX2	Franco Rodriguez, Ma. Gregoria	44008255
SCG	ZMEX2	Franco Toledo, Claudia	44009842
SCG	ZMEX2	Frausto Martinez, Sandra Cecilia	44012584
SCG	ZMEX2	Frias Contreras, Ma. Concepcion	44006723
SCG	ZMEX2	Frias Contreras, Maria Leticia	44012094
SCG	ZMEX2	Frias Gonzalez, Sanon	44009773
SCG	ZMEX2	Fuentes Calderon, Gerardo	44009200
SCG	ZMEX2	Fuentes Cardona, Aaron Muriel	44008779
SCG	ZMEX2	Galaviz Navarro, Enrique	44011778
SCG	ZMEX2	Galaviz Navarro, Ma. De La Luz	44008318
SCG	ZMEX2	Galaviz Navarro, Ma. Guadalupe Del	44010306

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Galindo Monreal, Ma. Elena	44011972
SCG	ZMEX2	Gallardo Jaramillo, Maria Isabel	44007873
SCG	ZMEX2	Gallegos Mendez, Luis Enrique	44013776
SCG	ZMEX2	Gallegos Zepeda, Elias	44010484
SCG	ZMEX2	Gallo Silva, Rosa Maria	44003240
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SCG	AZ01	Gamez Sanchez, Amilcar Barcar	44010662
SCG	ZMEX2	Garcia Aguilar, Nicolas	44008118
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SCG	ZMEX2	Garcia Benitez, Maria Luisa Filomena	44011433
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SCG	ZMEX2	Garcia Cisneros, Jorge Ismael	44011641
SCG	ZMEX2	Garcia Escobedo, Catalina	44008330
SCG	ZMEX2	Garcia Frutos, Juan Manuel	44008564
SCG	ZMEX2	Garcia Gomez, Maria Concepcion	44013770
SCG	ZMEX2	Garcia Gomez, Miguel Angel	44006090
SCG	ZMEX2	Garcia Gutierrez, Maria Guadalupe	44008988
SCG	ZMEX2	Garcia Hernandez, Alejandro	44013651
SCG	ZMEX2	Garcia Hernandez, Bertha	44005188
SCG	ZMEX2	Garcia Herrera, Maria Gabriela	44012338
SCG	ZMEX2	Garcia Huerta, Maria Dolores	44012423
SCG	ZMEX2	Garcia Jimenez, Hilda Maira	44012220
SCG	ZMEX2	Garcia Jimenez, Ma. De Lourdes	44013763
SCG	ZMEX2	Garcia Limon, Irma	44008079
SCG	ZMEX2	Garcia Lugo, Luis Alberto	44011733
SCG	ZMEX2	Garcia Martinez, Consuelo	44008412
SCG	ZMEX2	Garcia Mercado, Leoncio	44013736
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SCG	ZMEX2	Garcia Montoya, Dionisia	44006606
SCG	ZMEX2	Garcia Munoz, Salvador	44013719
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Garcia Reyes, Armando	44010500
SCG	ZMEX2	Garcia Rivas, Ma. De Los Angeles	44009920
SCG	ZMEX2	Garcia Romero, Antonio	44012005
SCG	ZMEX2	Garcia Romero, Maria Elena	44008669
SCG	ZMEX2	Garcia Romero, Veronica	44012554
SCG	ZMEX2	Garcia Ruffin, Victoria	44010396
SCG	ZMEX2	Garcia Ruiz, Bernardino	44006685
SCG	ZMEX2	Garcia Sagrero, Ma. De Jesus	44007849
SCG	ZMEX2	Garcia Sanchez, Rafael	44012161
SCG	ZMEX2	Garcia Sandoval, Amelia	44008635
SCG	ZMEX2	Garcia Saucedo, Martha Alicia	44012509
SCG	ZMEX2	Garcia Soucedo, Blanca Elizabeth	44012317
SCG	ZMEX2	Garcia Suarez, Jorge	44011985
SCG	ZMEX2	Garcia Zamudio, Teresa	44004575
SCG	ZMEX2	Garza Garcia, Martha Elisa	44009695
SCG	ZMEX2	Garza Jara, Bertha Patricia	44013795
SCG	ZMEX2	Gaspar Mata, Martha Irene	44011906
SCG	ZMEX2	Gazcon Jasso, Maria Juana	44008179
SCG	ZMEX2	Geronimo Cruz, Leticia	44008163
SCG	ZMEX2	Godinez Montes, Irma Yolanda	44011658
SCG	ZMEX2	Godinez Ramirez, Miriam Sujei	44012370
SCG	ZMEX2	Godinez, Ma. Gloria	44007302
SCG	ZMEX2	Gomez Camberos, Enrique	44010733
SCG	ZMEX2	Gomez Cortez, Victor Manuel	44001602
SCG	ZMEX2	Gomez Delgadillo, Veronica	44011099
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SCG	ZMEX2	Gomez Gonzalez, Laura Olivia	44008482
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SCG	ZMEX2	Gomez Plascencia, Blanca De Fatima	44012349
SCG	ZMEX2	Gomez Rocha, Maria Elena	44005994
SCG	ZMEX2	Gomez Santos, Ramon	44009196
SCG	ZMEX2	Gomez Vera, Lilibiana Araceli	44013777
SCG	ZMEX2	Gomez Villasenor, Ma. Del Consuelo	44006889

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Gonzalez Alvarez, Maria De Jesus	44012467
SCG	ZMEX2	Gonzalez Alvarez, Maricela	44012590
SCG	ZMEX2	Gonzalez Arauz, Sergio Fernando	44010580
SCG	ZMEX2	Gonzalez Cerrillo, Alejandro	44013697
SCG	ZMEX2	Gonzalez Chavez, Marcial	44012028
SCG	ZMEX2	Gonzalez Espinoza, Margarita	44009435
SCG	ZMEX2	Gonzalez Estrada, Maria Del Pilar	44012630
SCG	ZMEX2	Gonzalez Flores, Andrea Margarita	44011044
SCG	ZMEX2	Gonzalez Flores, Margarita	44012519
SCG	ZMEX2	Gonzalez Franco, Ernesto	44010348
SCG	ZMEX2	Gonzalez Galindo, Maria De Jesus	44012342
SCG	ZMEX2	Gonzalez Garcia, Rosa Remedios	44007471
SCG	ZMEX2	Gonzalez Jimenez, Carmen Patricia	44009411
SCG	ZMEX2	Gonzalez Luna, Ma. De Jesus	44011386
SCG	ZMEX2	Gonzalez Marquez, Pedro	44011734
SCG	ZMEX2	Gonzalez Martin, Bertha Leticia	44005972
SCG	ZMEX2	Gonzalez Mercado, Martha Elena	44013796
SCG	ZMEX2	Gonzalez Meza, Ma. De Jesus	44007417
SCG	ZMEX2	Gonzalez Moya, Maria Del Rosario	44011724
SCG	ZMEX2	Gonzalez Munoz, Gabriel Felipe	44013679
SCG	ZMEX2	Gonzalez Munoz, Martha	44007391
SCG	ZMEX2	Gonzalez Pulido, Arturo	44011423
SCG	ZMEX2	Gonzalez R. De Leon, Jose Guadalupe	44013720
SCG	ZMEX2	Gonzalez Ramirez, Sandra Maria	44012481
SCG	ZMEX2	Gonzalez Ramos, Carmen Emilia	44012636
SCG	ZMEX2	Gonzalez Ramos, Miguel Angel	44013782
SCG	ZMEX2	Gonzalez Renteria, Raquel Elizabeth	44013788
SCG	ZMEX2	Gonzalez Reyes, Silvia Yolanda	44012100
SCG	ZMEX2	Gonzalez Rodriguez, Maria Guadalupe	44008848
SCG	ZMEX2	Gonzalez Romero, Rosa Maria	44012240
SCG	ZMEX2	Gonzalez Saldivar, Sandra L	44013772

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Gonzalez Vazquez, Ma. Cristina	44008350
SCG	ZMEX2	Gordo Perez, Jose Luis	44012437
SCG	ZMEX2	Govea Carranza, Eduardo	44012578
SCG	ZMEX2	Granados Almazan, Maribel	44012381
SCG	ZMEX2	Granados Rodriguez, Benigno	44003986
SCG	ZMEX2	Grave Prado, Jesus Hector	44011498
SCG	ZMEX2	Gudino Juarez, Ma De Lourdes	44011704
SCG	ZMEX2	Gudino Miramontes, Armando Jesus	44011321
SCG	ZMEX2	Guerra Mungula, Jose De Jesus	44010760
SCG	ZMEX2	Guerrero Duenas, Guillermina	44011997
SCG	ZMEX2	Guerrero Huerta, Ma. Guadalupe	44011196
SCG	ZMEX2	Guerrero Medina, Maria Dolores	44013618
SCG	ZMEX2	Guerrero Morales, Antonia	44012010
SCG	ZMEX2	Guerrero Rodriguez, Patricia	44008268
SCG	ZMEX2	Guerrero Santana, Raul Omar	44013748
SCG	ZMEX2	Gurrola Arevalo, Claudia	44011049
SCG	ZMEX2	Gutierrez Barraza Carlos Ernesto	44012353
SCG	ZMEX2	Gutierrez Cardenas, Jesus Carlos	44008165
SCG	ZMEX2	Gutierrez Casillas Rosalba	44011094
SCG	ZMEX2	Gutierrez Chavarin, Norma Alicia	44011687
SCG	ZMEX2	Gutierrez Flores, Jose Jorge	44009255
SCG	ZMEX2	Gutierrez Gallegos, Juan Manuel	44013640
SCG	ZMEX2	Gutierrez Gomez, Ma. Evangelina	44009703
SCG	ZMEX2	Gutierrez Gonzalez, Martha Esperanza	44007939
SCG	ZMEX2	Gutierrez Gutierrez, Rigoberto	44010030
SCG	ZMEX2	Gutierrez Jaime, Ana Luisa	44013768
SCG	ZMEX2	Gutierrez Jaime, Raquel	44011229
SCG	ZMEX2	Gutierrez Ramirez, Maricela	44012180
SCG	ZMEX2	Gutierrez Reyes, Mercedes	44010491
SCG	ZMEX2	Gutierrez Salas, Gustavo	44012604
SCG	ZMEX2	Gutierrez Sandoval, Angelica Maria	44011672
SCG	ZMEX2	Gutierrez Sandoval, Daniel	44012414
SCG	ZMEX2	Gutierrez Vera, Norma Leticia	44013671
SCG	ZMEX2	Gutierrez Yanez, Maria Teresa	44012594
SCG	ZMEX2	Gutierrez Yanez, Ricardo	44006792
SCG	ZMEX2	Gutierrez Zaragoza, Omar Alejandro	44013555

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Gutierrez Zermenio, Jesus	44011028
SCG	ZMEX2	Gutierrez, Laura	44010909
SCG	ZMEX2	Guzman Cruz, Heriberto	44012362
SCG	ZMEX2	Guzman Iniguez, Lucia	44009264
SCG	ZMEX2	Guzman Iniguez, Ma. Del Carmen	44011642
SCG	ZMEX2	Guzman Martinez, Ma. Cristina	44005782
SCG	ZMEX2	Guzman Martinez, Maria Mercedes	44011980
SCG	ZMEX2	Guzman Meza, Acelia	44005142
SCG	ZMEX2	Guzman Parra Alvarez, Daniel	44009413
SCG	ZMEX2	Guzman Saldana, Jorge	44012603
SCG	ZMEX2	Guzman Saldana, Martha	44008246
SCG	ZMEX2	Guzman Tornero, Maria Guadalupe	44009107
SCG	ZMEX2	Guzman Tornero, Rosa Elena	44009129
SCG	ZMEX2	Haro Molina, Delia	44010213
SCG	ZMEX2	Haro Molina, Irma	44012203
SCG	ZMEX2	Haro Reyes, Manuel Maximiliano	44007352
SCG	ZMEX2	Hermosillo Cardona, Maria De Jesus	44008116
SCG	ZMEX2	Hermosillo Diaz, Alejandro	44013743
SCG	ZMEX2	Hermosillo Rivera, Raquel	44008531
SCG	ZMEX2	Hernandez Aguilar, Susana	44009686
SCG	ZMEX2	Hernandez Aleman, Raul	44012627
SCG	ZMEX2	Hernandez Alvarez, Araceli	44012564
SCG	ZMEX2	Hernandez Anguiano, Graciela	44008088
SCG	ZMEX2	Hernandez Anguiano, Irma Leticia	44012183
SCG	ZMEX2	Hernandez Anguiano, Ma. Concepcion	44008192
SCG	ZMEX2	Hernandez Barajas, Maria De Jesus	44012314
SCG	ZMEX2	Hernandez Barajas, Teresa De Jesus	44012084
SCG	ZMEX2	Hernandez Carvajal, Luis Alfonso	44009994
SCG	ZMEX2	Hernandez Casas, Juana	44006956
SCG	ZMEX2	Hernandez Chavira, Sonia Belen	44007696
SCG	ZMEX2	Hernandez Delgadillo, Laura Olivia	44011700
SCG	ZMEX2	Hernandez Delgadillo, Silvia	44007512
SCG	ZMEX2	Hernandez Diaz, Ma. Magdalena	44008196
SCG	ZMEX2	Hernandez Diaz, Salvador	44007176
SCG	ZMEX2	Hernandez Escobedo, Myrna Angelica	44011537

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Hernandez Garcia, Guillermo	44010114
SCG	ZMEX2	Hernandez Garcia, Rocio Valeria	44012274
SCG	ZMEX2	Hernandez Gomez, Ma. Del Carmen	44006132
SCG	ZMEX2	Hernandez Hernandez, Sandra Rosalia	44012045
SCG	ZMEX2	Hernandez Ibarra, Silvia	44008509
SCG	ZMEX2	Hernandez Ledezma, Carmen	44011936
SCG	ZMEX2	Hernandez Lopez, Francisco De Jesus	44012016
SCG	ZMEX2	Hernandez Lopez, Juan Manuel	44006178
SCG	ZMEX2	Hernandez Montes, Rosa Ines	44012487
SCG	ZMEX2	Hernandez Nunez, Gerardo	44013806
SCG	ZMEX2	Hernandez Nunez, Maria Guadalupe	44011226
SCG	ZMEX2	Hernandez Palomino, Petra	44005619
SCG	ZMEX2	Hernandez Palomino, Silvia	44008956
SCG	ZMEX2	Hernandez Perez, David Luis	44012231
SCG	ZMEX2	Hernandez Perez, Oscar Alejandro	44003979
SCG	ZMEX2	Hernandez Rodriguez, Flavio	44011319
SCG	ZMEX2	Hernandez Rodriguez, Isaias	44010693
SCG	ZMEX2	Hernandez Rojas, Laura Elena	44012624
SCG	ZMEX2	Hernandez Ruiz, Rosa Maria	44007580
SCG	ZMEX2	Hernandez Sanchez, Carlos Alberto	44011500
SCG	ZMEX2	Hernandez Vazquez, Maria Martina	44012595
SCG	ZMEX2	Hernandez Vazquez, Susana	44012110
SCG	ZMEX2	Hernandez Venegas, Ma. Angeles	44011248
SCG	ZMEX2	Hernandez Venegas, Maria Del Carmen	44009419
SCG	ZMEX2	Hernandez Villanueva, Karina	44011909
SCG	ZMEX2	Margarita	44011699
SCG	ZMEX2	Hernandez Villanueva, Maria Guadalupe	44011754
SCG	ZMEX2	Hernandez Villanueva, Ricardo	44011754
SCG	ZMEX2	Hernandez Zamora, Leticia	44010753
SCG	ZMEX2	Hernandez Zamora, Yolanda	44010275
SCG	ZMEX2	Herrera Bibriesca, Mana De Jesus	44013645
SCG	ZMEX2	Herrera Herrera, Maria De La Cruz	44008095
SCG	ZMEX2	Herrera Valdez, Manuel	44009194

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Hinojosa Manzo, Margarita	44011702
SCG	ZMEX2	Hoffman, Michael J	44013741
SCG	ZMEX2	Huerta Orozco, Alfonso	44007246
SCG	ZMEX2	Huerta Prudencio, Maria Magdalena	44008771
SCG	ZMEX2	Huerta Ramirez, Laura Susana	44011414
SCG	ZMEX2	Huerta Ruiz, Martha Genoveva	44010295
SCG	ZMEX2	Huitron Yorba, Leopoldo Francisco	44013778
SCG	ZMEX2	Huizar De La Torre, Valentina	44004241
SCG	ZMEX2	Ibanez Camarena, Victor Daniel	44010098
SCG	ZMEX2	Ibarra Banuelos, Lucia	44012549
SCG	ZMEX2	Ibarra Calzada, Nicolasa	44012288
SCG	ZMEX2	Ibarra Casillas, Francisco Gadalupe	44012586
SCG	ZMEX2	Ibarra Casillas, Rosa Maria	44007550
SCG	ZMEX2	Ibarra Mendez, Javier Francisco	44010741
SCG	ZMEX2	Iberrri Gonzalez, Jose Carlos	44013745
SCG	ZMEX2	Illan Santiago, Elvira	44009963
SCG	ZMEX2	Iniguez Distancia, Maricela	44012026
SCG	ZMEX2	Iniguez Vizcarra, Alberto	44011957
SCG	ZMEX2	Jaime Perez, Raul	44011287
SCG	ZMEX2	Jaramillo Castellano, Jose Luis	44002788
SCG	ZMEX2	Jaramillo Martinez, Clara	44012273
SCG	ZMEX2	Jauregui Gonzalez, Avelina	44004989
SCG	ZMEX2	Jauregui Aceves Ricardo	44011827
SCG	ZMEX2	Jimenez Arevalo, Jose De Jesus	44011389
SCG	ZMEX2	Jimenez Arias David	44013611
SCG	ZMEX2	Jimenez Campos, Luis Enrique	44012440
SCG	ZMEX2	Jimenez Diaz, Claudia M	44011452
SCG	ZMEX2	Jimenez Douriet, Agustin	44011322
SCG	ZMEX2	Jimenez Enriquez, Brenda Dinorath	44012083
SCG	ZMEX2	Jimenez Garcia, Maria Concepcion	44008817
SCG	ZMEX2	Jimenez Gopar, Ma. De Lourdes Itzel	44013587
SCG	ZMEX2	Jimenez Herrera, Maria Del Carmen	44007128
SCG	ZMEX2	Jimenez Jimenez, Hada Cristina	44013557
SCG	ZMEX2	Jimenez Jimenez, Rosalba	44009262
SCG	ZMEX2	Jimenez Martinez, Martha Margarita	44010739
SCG	ZMEX2	Jimenez Mendoza Elvira	44009530
SCG	ZMEX2	Jimenez Mendoza Sonia Margarita	44010249

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Jimenez Perez Teresa	44013644
SCG	ZME,X2	Jimenez Rodriguez, Edgar	44013808
SCG	ZMEX2	Jiral Hernandez, Ceferina	44005490
SCG	ZMEX2	Joya Diaz Malaquias	44010124
SCG	ZMEX2	Juarez Castillo, Rafaela	44006851
SCG	ZMEX2	Juarez Castro, Claudia	44011939
SCG	ZMEX2	Juarez Castro, Juana	44008135
SCG	ZMEX2	Juarez Laredo, Juan Oscar	44006088
SCG	ZMEX2	Juarez Mendoza, Roberto	44004087
SCG	ZMEX2	Juarez Mendoza, Teresa	44011613
SCG	ZMEX2	Juarez Olguin, Arturo	44013781
SCG	ZMEX2	Kortright Barreras, Felipe De Jesus	44013601
SCG	ZMEX2	Lagunas Hernandez, Blanca Esthela	44012178
SCG	ZMEX2	Lara Ascorra, Alejandro	44013691
SCG	ZMEX2	Lara Gaytan, Moises	44012300
SCG	ZMEX2	Lara Magana, Dora Maria	44013807
SCG	ZMEX2	Lara Magana, Liliana	44012550
SCG	ZMEX2	Larios Avalos, Teresa	44005981
SCG	ZMEX2	Larios Bolanos, Jose Luis	44004300
SCG	ZMEX2	Larios Castaneda, Ma. Teresa	44010210
SCG	ZMEX2	Larios Soto, Maria Elena	44010438
SCG	ZMEX2	Leal Reyes, Micaela	44008427
SCG	ZMEX2	Leanos Gonzalez, Horacio	44004616
SCG	ZMEX2	Leanos Alvarez, Armida	44008344
SCG	ZMEX2	Ledezma Velazquez, Araceli	44011236
SCG	ZMEX2	Ledezma Y Guzman, Salomon	44005717
SCG	ZMEX2	Leon Cisneros, Angelica Leticia	44013707
SCG	ZMEX2	Leon Vargas, Maria De Lourdes	44012206
SCG	ZMEX2	Leon Vargas, Maria Esther	44010840
SCG	ZMEX2	Leon Vargas, Monica	44011125
SCG	ZMEX2	Leonardo Navarro, Rosa	44007403
SCG	ZMEX2	Leos Juarez, Juana	44008280
SCG	ZMEX2	Leos Juarez, Ma. Elena	44008354
SCG	ZMEX2	Lerena Buenrostro, Ofelia	44009488
SCG	ZMEX2	Leyva Tapia, Rosa	44007365
SCG	ZMEX2	Limon Mendez, Jose Luis	44002733
SCG	ZMEX2	Linares Romero, Maria Guadalupe	44010953
SCG	ZMEX2	Lizaola Alcantar, Veronica	44009754
SCG	ZMEX2	Lobatos Rodriguez, Sofia	44010024
SCG	ZMEX2	Loera Curiel, Maricela	44007290
SCG	ZMEX2	Lomeli Cordova, Alicia	44010775
SCG	ZMEX2	Lomeli Covarrubias, Arturo	44012323
SCG	ZMEX2	Lomeli Covarrubias, Guillermo	44013662

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Lomeli Fernandez, Jorge Luis	44011992
SCG	ZMEX2	Lomeli Jacobo, Felipe Santiago	44011513
SCG	ZMEX2	Looez Mora Martha Patricia	44012620
SCG	ZMEX2	Lopez Aguilar, Hector Raul	44012408
SCG	ZMEX2	Lopez Arias, Maricela	44012012
SCG	ZMEX2	Lopez Camacho, Guillermo	44012040
SCG	ZMEX2	Lopez Camargo, Alma Margarita	44013792
SCG	ZMEX2	Lopez Campos, Francisca	44007753
SCG	ZMEX2	Lopez Carbajal, Adriana	44012170
SCG	ZMEX2	Lopez Cueva, Nora Josefina	44011819
SCG	ZMEX2	Lopez Flores, Filiberto	44003774
SCG	ZMEX2	Lopez Flores, Jorge Irineo	44006467
SCG	ZMEX2	Lopez Fonseca, Ma De Lourdes	44011012
SCG	ZMEX2	Lopez Garcia, Ana Lilia	44010845
SCG	ZMEX2	Lopez Gomez, Maria De La Cruz	44009624
SCG	ZMEX2	Lopez Gonzalez Ma De La Luz	44009684
SCG	ZMEX2	Lopez Lopez, Ana Celina	44007921
SCG	ZMEX2	Lopez Martinez, Ma Mercedes	44011941
SCG	ZMEX2	Lopez Mercado, Andres	44012511
SCG	ZMEX2	Lopez Mercado, Sergio Gabriel	44010759
SCG	ZMEX2	Lopez Merito, Amparo	44011747
SCG	ZMEX2	Lopez Monca, Monica	44013596
SCG	ZMEX2	Lopez Mora Martha Patricia	44012620
SCG	ZMEX2	Lopez Murillo, Yolanda	44009128
SCG	ZMEX2	Lopez Osorio, Miguel Angel	44012518
SCG	ZMEX2	Lopez Perez, Estela	44011251
SCG	ZMEX2	Lopez Perez, Oscar Carlos	44009227
SCG	ZMEX2	Lopez Plascencia, Ana Lucia	44012539
SCG	ZMEX2	Lopez Ramos, Aurora	44006987
SCG	ZMEX2	Lopez Romero, Gema Adriana	44011998
SCG	ZMEX2	Lopez Ruiz, Karla Paola	44012371
SCG	ZMEX2	Lopez Sanchez, Jesus	44009214
SCG	ZMEX2	Lopez Silva, Nora Araceli	44008784
SCG	ZMEX2	Lopez Velasco, Francisca	44005914
SCG	ZMEX2	Lopez Zamora, Maria Del Socorro	44005958
SCG	ZMEX2	Lopez Zuniga, Teresa	44005841
SCG	ZMEX2	Lopez, Martha Elena	44009710
SCG	ZMEX2	Lora Alegria, Maria Leticia	44012121
SCG	ZMEX2	Lora Azcorra, Gabriel	44012434
SCG	ZMEX2	Lorenzana Ojeda, Alicia	44008710
SCG	ZMEX2	Loreto Torres, Martin	44006102

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Lozoya Lopez, Raul	44013561
SCG	ZMEX2	Lugo Gurrola, Norma Celina	44006028
SCG	ZMEX2	Lugo Morales, Judith	44011030
SCG	ZMEX2	Luna Cardona, Ana Lilia	44013553
SCG	ZMEX2	Luna Lopez, Irma	44011867
SCG	ZMEX2	Macias Jimenez, Arcadio	44007581
SCG	ZMEX2	Macias Jimenez, Arturo	44011023
SCG	ZMEX2	Macias Llamas, Angelica	44011467
SCG	ZMEX2	Macias Mata, Maria De Jesus	44011517
SCG	ZMEX2	Macias Santos, Teresa	44013759
SCG	ZMEX2	Maciel Villanueva, Maria Eugenia	44004896
SCG	ZMEX2	Madera Cruz, Maria Elena	44012366
SCG	ZMEX2	Madera Vargas, Gregorio	44013549
SCG	ZMEX2	Madera Vargas, Leticia	44012256
SCG	ZMEX2	Madera Vargas, Maria Estela	44013722
SCG	ZMEX2	Madrigal Contreras, Martin Jorge	44005632
SCG	ZMEX2	Madrigal Morfin, Luis Benjamin	44005149
SCG	ZMEX2	Magana Flores, Catalina	44006563
SCG	ZMEX2	Magana Godoy, Carlos Alberto	44011959
SCG	ZMEX2	Magana Godoy, Eva	44011431
SCG	ZMEX2	Magdaleno Matamoros, Silvia Jessica	44013805
SCG	ZMEX2	Mancilla Arechiga, David	44008619
SCG	ZMEX2	Mancilla Avila, Alejandra	44011811
SCG	ZMEX2	Mancilla Avila, Leticia	44011917
SCG	ZMEX2	Mancilla Avila, Monica	44011751
SCG	ZMEX2	Mancilla Baez, Maria De Jesus	44012249
SCG	ZMEX2	Mancilla Escareno, Maria Magdalena	44011757
SCG	ZMEX2	Mancilla Mujica, Juan Jose	44008449
SCG	ZMEX2	Manzo Granados, Arturo	44012217
SCG	ZMEX2	Marin Hernandez, Hector Rene	44011176
SCG	ZMEX2	Mariscal Rodriguez, Alejandro	44012392
SCG	ZMEX2	Marlinez Vega, Martha Patricia	44011921
SCG	ZMEX2	Marquez Alcocer, Hector	44013705
SCG	ZMEX2	Marquez Balderas, Hector	44010996
SCG	ZMEX2	Marquez Balladarez, Maria Miriam	44012395
SCG	ZMEX2	Marquez Gutierrez, Maria Adriana	44012086
SCG	ZMEX2	Marquez Guzman, Laura	44007280
SCG	ZMEX2	Marquez Hernandez, Marthe E.	44005028

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Marquez Orozco, Blanca Margarita	44004975
SCG	ZMEX2	Marquez Rodrigo, Juan Esteban	44003332
SCG	ZMEX2	Marquez Valladares, Ma Soledad	44007306
SCG	ZMEX2	Marron Reynaga, Obdulia	44011666
SCG	ZMEX2	Marron Reynaga, Teresa	44011976
SCG	ZMEX2	Marshall, Gregory	44012080
SCG	ZMEX2	Martin Del Campo Torres, Isidora	44005916
SCG	ZMEX2	Martin Orozco, Ma Teresa De Jesus	44011046
SCG	ZMEX2	Martinez Almaraz, Elda Gertrudis	44003698
SCG	ZMEX2	Martinez Arias, Guillermo	44009643
SCG	ZMEX2	Martinez Arriero, Paola Adanely	44012608
SCG	ZMEX2	Martinez Becerra, Leticia	44011335
SCG	ZMEX2	Martinez Calzada, Ana Maria	44009341
SCG	ZMEX2	Martinez Calzada, Esperanza	44010425
SCG	ZMEX2	Martinez Calzada, Magdalena	44008783
SCG	ZMEX2	Martinez Calzada, Virginia	44009272
SCG	ZMEX2	Martinez Camarena, Ma. Teresa	44006647
SCG	ZMEX2	Martinez Carreon, Febe	44001446
SCG	ZMEX2	Martinez Casas, Guillermina Patric	44009490
SCG	ZMEX2	Martinez Chavez, Rogelio	44010886
SCG	ZMEX2	Martinez Cortes, Jose Carlos	44010121
SCG	ZMEX2	Martinez Gamboa, Ma. Guadalupe	44005009
SCG	ZMEX2	Martinez Gonzalez, Soledad	44008828
SCG	ZMEX2	Martinez Hernandez, Maria De Lourdes	44010097
SCG	ZMEX2	Martinez Hernandez, Rocio	44012638
SCG	ZMEX2	Martinez Jazmin, Eduardo Rufino	44010394
SCG	ZMEX2	Martinez Juarez, Juana	44008913
SCG	ZMEX2	Martinez Limon, Juana Gloria	44005692
SCG	ZMEX2	Martinez Limon, Ma. De Lourdes	44009320
SCG	ZMEX2	Martinez Mecalco, Margarita	44013789
SCG	ZMEX2	Martinez Navarro, Dolores	44006565
SCG	ZMEX2	Martinez Navarro, Sergio Gustavo	44008453

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Martinez Renteria, Maria Luisa	44011813
SCG	ZMEX2	Martinez Rico, Rosa	44011238
SCG	ZMEX2	Martinez Rodriguez, Adan Hilario	44011755
SCG	ZMEX2	Martinez Rodriguez, David Fidel	44013717
SCG	ZMEX2	Martinez Rodriguez, Margarita	44008763
SCG	ZMEX2	Martinez Ruvalcaba, Maria Dolores	44012194
SCG	ZMEX2	Martinez Sanchez, Irene	44011089
SCG	ZMEX2	Martinez Sanchez, Maria	44012107
SCG	ZMEX2	Martinez Solano, Silvino	44006619
SCG	ZMEX2	Martinez Torres, Gabino	44005461
SCG	ZMEX2	Martinez Vega, Martha	44011921
SCG	ZMEX2	Martinez Villalobos, Aurelia	44012048
SCG	ZMEX2	Martinez Virgen, Martha Leticia	44004189
SCG	ZMEX2	Martinez, Miguel	44006912
SCG	ZMEX2	Mateos Vazquez Jose	44009256
SCG	ZMEX2	Mauleon Lee Miguel Angel	44011876
SCG	ZMEX2	Maya Flores, Baldemar	44013698
SCG	ZMEX2	Mayoral Moreno, Graciela	44010532
SCG	ZMEX2	Mayorga Rodriguez Irma	44012126
SCG	ZMEX2	Mayorga Rodriguez, Eva	44012163
SCG	ZMEX2	Mayorquin, R_____ German	44010676
SCG	ZMEX2	Medina Bustanza, Rebeca Ivon	44011963
SCG	ZMEX2	Medina Carpic, Blanca Estela	44012561
SCG	ZMEX2	Medina Gonzalez, Jaime Gabriel	44012225
SCG	ZMEX2	Medina Legezma, Ma. Teresa	44010473
SCG	ZMEX2	Medina Martinez, Jose Antonio	44011454
SCG	ZMEX2	Medina Martinez, Martha Patricia	44013633
SCG	ZMEX2	Medina Noguera, Maria de Jesus	44005153
SCG	ZMEX2	Medina Ramirez, Juan Carlos	44009491
SCG	ZMEX2	Medina Segovia, Luz Maria	44008101
SCG	ZMEX2	Medina Zuniga, Martina	44010103
SCG	ZMEX2	Medrano Navarro, Francisca	44008124
SCG	ZMEX2	Medrano, Velasco Rosalba	44005769
SCG	ZMEX2	Meha Perez Magna Leticia	44004706
SCG	ZMEX2	Melchor Gomez, Maria De La Paz	44010854
SCG	ZMEX2	Melchor Martinez Evangelina	44011478

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Melendrez, De La Rosa Javier Gustavo	44012572
SCG	ZMEX2	Membrila Benavides, Jesus Ruben	44007060
SCG	ZMEX2	Membrila Benavides, Jose Eduardo	44007750
SCG	ZMEX2	Membrila Benavides, Pedro	44012430
SCG	ZMEX2	Mendez Reyes, Francisco Javier	44011863
SCG	ZMEX2	Mendez Rios, Amparo	44010647
SCG	ZMEX2	Mendiola Macias, Maria De La Paz	44010857
SCG	ZMEX2	Mendoza Alvarez, Alberto	44012070
SCG	ZMEX2	Mendoza Donato, Ana Maria Irene	44008162
SCG	ZMEX2	Mendoza Donato, Bertha Alicia	44006215
SCG	ZMEX2	Mendoza Jimenez, Federico	44007503
SCG	ZMEX2	Mendoza Ley, Susana	44011837
SCG	ZMEX2	Mendoza Mercado, Irma Yolanda	44012380
SCG	ZMEX2	Mendoza Ortiz, Ingrid Fabiola	44013674
SCG	ZMEX2	Mendoza Rubio, Martha Celia	44010220
SCG	ZMEX2	Mendoza Tinajero, Maria Del Rosario	44011409
SCG	ZMEX2	Mendoza Valencia, Victor	44011337
SCG	ZMEX2	Meneses Chavez, David	44013620
SCG	ZMEX2	Meraz Mellado, Ma. De Los Angeles	44011975
SCG	ZMEX2	Mercado Alvarado, Gabriela	44012261
SCG	ZMEX2	Mercado Campos, Maria Del Carmen	44008806
SCG	ZMEX2	Mercado Cisneros, Maria De Jesus	44011796
SCG	ZMEX2	Mercado Cruz, Virginia	44011839
SCG	ZMEX2	Mercado Limon, Irma Leticia	44006096
SCG	ZMEX2	Mercado Lopez, Bertha Leticia	44002277
SCG	ZMEX2	Mercado Ramirez, Estela	44008203
SCG	ZMEX2	Mercado Ramirez, Guillermo	44004417
SCG	ZMEX2	Mercado Sevilla, Jose Guadalupe	44004579
SCG	ZMEX2	Mercado Sevilla, Juan	44003699
SCG	ZMEX2	Meza Flores, Patricia	44013653
SCG	ZMEX2	Meza Gonzalez, Juan Manuel	44013581
SCG	ZMEX2	Meza Guzman, Francisco	44013786
SCG	ZMEX2	Miramontes Gonzalez, Bertha	44011156
SCG	ZMEX2	Miramontes Arce, Margarita	44011228
SCG	ZMEX2	Mojica Franco, Maria Del Carmen	44012502

GROUP	LOCATION	NAME	COMMERCE ID
SCG	ZMEX2	Molina Ramirez, Marcela	44006556
SCG	ZMEX2	Mondragon Morales, Yolanda	44013659
SCG	ZMEX2	Monteon Castillo, Herlinda	44009116
SCG	ZMEX2	Monteon Castillo, Ma Isabel	44011007
SCG	ZMEX2	Monteon Leos, Jose Martin	44010841
SCG	ZMEX2	Montes Leon, Raul	44012169
SCG	ZMEX2	Montoya Contreras, Leticia	44013764
SCG	ZMEX2	Mora Gomez, Maria Lilia	44007579
SCG	ZMEX2	Mora Gonzalez Maria Rosario	44011661
SCG	ZMEX2	Mora Gutierrez, Panfila	44003143
SCG	ZMEX2	Mora Lopez, Alejandro	44013775
SCG	ZMEX2	Mora Partida Hector	44009447
SCG	ZMEX2	Morales Diaz, Ana Maria	44012537
SCG	ZMEX2	Morales Herrera, Rosario	44009079
SCG	ZMEX2	Morales Jimenez, Juana	44010335
SCG	ZMEX2	Morales Murillo, Jose De Jesus	44003839
SCG	ZMEX2	Morales Pacheco, Cristina	44009313
SCG	ZMEX2	Moran Barajas, Rosa Yolanda	44011518
SCG	ZMEX2	Moreno Avina, Rosa Maria	44004560
SCG	ZMEX2	Moreno Avina, Teresa	44006567
SCG	ZMEX2	Moreno Gutierrez, Norma Brijida	44011447
SCG	ZMEX2	Moreno Hagelsieb, Luis	44011875
SCG	ZMEX2	Moreno Nava, Dolores	44011380
SCG	ZMEX2	Moreno Nava, Teresa De Jesus	44013652
SCG	ZMEX2	Moreno Razo, Elvia Rebeca	44013630
SCG	ZMEX2	Moreno Razo, Veronica	44012120
SCG	ZMEX2	Moreno Reynaga, Graciela	44008398
SCG	ZMEX2	Moreno Rodriguez, Jose Sebastian	44012570
SCG	ZMEX2	Moreno Valencia, Ana Maria	44008195
SCG	ZMEX2	Morfin Otero, Juan	44012228
SCG	ZMEX2	Mosqueda Espinoza, Alicia	44012318
SCG	ZMEX2	Moyano Sanchez, Karoline	44013589
SCG	ZMEX2	Munguia Aguilar, Jorge Alejandro	44008503
SCG	ZMEX2	Muniz Bustos, Rodolfo	44008483
SCG	ZMEX2	Muniz Romo, Luz Elena	44008314
SCG	ZMEX2	Muniz Sandoval, Ruben	44011353
SCG	ZMEX2	Munoz Garcia, Alberto	44004994
SCG	ZMEX2	Munoz Ibarra, Ma. Guadalupe	44008497
SCG	ZMEX2	Munoz Moncebaez, Consuelo	44009517
SCG	ZMEX2	Munoz Rios, Hector Ascencion	44005953
SCG	ZMEX2	Munoz Rios, Jose Arturo	44006181
SCG	ZMEX2	Munoz Rios, Sergio Gilberto	44009411
SCG	ZMEX2	Munoz Villegas, Jose Luis	44004235
SCG	ZMEX2	Murillo Avila, Rosalina	44001880
SCG	ZMEX2	Murillo Rosas, Olga Olivia	44008274

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Murillo Vazquez, Jaime	44012156
SCG	ZMEX2	Naranjo Garcia, Rafaela	44006832
SCG	ZMEX2	Naranjo Vergara, Maria Alejandra	44008535
SCG	ZMEX2	Nava Sanchez, Gabriela	44013751
SCG	ZMEX2	Navarro Galindo, Valentin	44004810
SCG	ZMEX2	Navarro Hernandez, Monica Gabriela	44012480
SCG	ZMEX2	Navarro Ocegueda, Concepcion Liliana	44012193
SCG	ZMEX2	Navarro Ortiz, Ana Laura	44013800
SCG	ZMEX2	Navarro Paez, Luis Adrian	44013582
SCG	ZMEX2	Navarro Paez, Ma. Eduwiges	44010172
SCG	ZMEX2	Navarro Toscano, Gabriel	44008735
SCG	ZMEX2	Navarro Villasante, Jorge	44013744
SCG	ZMEX2	Neri Acosta, Antonio	44003898
SCG	ZMEX2	Novoa Gutierrez, Maria Sonia	44011325
SCG	ZMEX2	Nunez Guzman, Maria Victoria	44009636
SCG	ZMEX2	Nunez Hernandez, Juana	44008233
SCG	ZMEX2	Nunez Hernandez, Teresa	44007027
SCG	ZMEX2	Nunez Martin Del Campo, Alfredo	44010221
SCG	ZMEX2	Nunez Ortiz, Ma Del Refugio	44007152
SCG	ZMEX2	Nunez Rivera, Rosa	44006717
SCG	ZMEX2	Nunez Rodriguez, Claudia Lorena	44013802
SCG	ZMEX2	Nunez Rodriguez, Maricela	44012556
SCG	ZMEX2	Nunez San Roman, Mauricio Gabriel	44011400
SCG	ZMEX2	Nungaray Valenzuela, Juan Cuauhtemoc	44011748
SCG	ZMEX2	Nuno Estrada, Laura	44005182
SCG	ZMEX2	Nuno Gutierrez, Ibrahim Essau	44013592
SCG	ZMEX2	Nuno Hidalgo, Esperanza	44011328
SCG	ZMEX2	Nuno Vazquez, Brenda Claudia	44012285
SCG	ZMEX2	O'Henry Estrada, Laura Eugenia	44013604
SCG	ZMEX2	Ocampo Sanchez, Susana	44012006
SCG	ZMEX2	Ocegueda Abarca, Patricia	44011555
SCG	ZMEX2	Ochoa Barreras, Ma. De Los Angeles	44011560
SCG	ZMEX2	Ochoa Jaime Alfredo	44011348
SCG	ZMEX2	Ochoa Jimenez, Catalina	44005225
SCG	ZMEX2	Ochoa Ouezada, Adelaida Selene	44011115
SCG	ZMEX2	Ochoa Zepeda, Alicia	44008816
SCG	ZMEX2	Olivares Aguilera, Patricia	44009627

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Olivares Camarena, Josefina	44010240
SCG	ZMEX2	Olivares Jimenez, Ma. Irma	44003805
SCG	ZMEX2	Olivares Navarro Maria Guadalupe	44012529
SCG	ZMEX2	Olivares Ruelas, Lorena	44008831
SCG	ZMEX2	Olivas Silva, Guadalupe	44011527
SCG	ZMEX2	Olivos Quiroz, Rosa Maria	44009285
SCG	ZMEX2	Olmedo Reynaga, Juan Jose	44002048
SCG	ZMEX2	Olmedo Reynaga, Lourdes Guadalupe	44008062
SCG	ZMEX2	Olmedo Reynaga, Mario Alberto	44006074
SCG	ZMEX2	Olmos Landin, Maria Del Carmen	44008856
SCG	ZMEX2	Olmos Padilla, Juan Pablo	44013692
SCG	ZMEX2	Olvera Hernandez, Arturo	44011270
SCG	ZMEX2	Olvera Ochoa, Sergio Luis	44013703
SCG	ZMEX2	Olvera Velasco, Martina	44011794
SCG	ZMEX2	Omelas Avila, Isela	44012328
SCG	ZMEX2	Omelas Espiritu, Ma. Luisa	44005306
SCG	ZMEX2	Omelas Pinedo, Dolores Del Carmen	44007174
SCG	ZMEX2	Ontiveros Padilla, Martha Elena	44009275
SCG	ZMEX2	Onzaga Torres, Bertha	44008122
SCG	ZMEX2	Orellana Rodriguez, Fernando	44008799
SCG	ZMEX2	Orizaga Torres, Maria De Los Angeles	44012254
SCG	ZMEX2	Oropeza Rodriguez, Juana Laura	44013773
SCG	ZMEX2	Orozco Alvarado, Juan Manuel	44011078
SCG	ZMEX2	Orozco Amaral, Cesar Oswaldo	44013585
SCG	ZMEX2	Orozco Casarez, Roberto	44008341
SCG	ZMEX2	Orozco Garcia, J. Jesus	44005078
SCG	ZMEX2	Orozco Guerrero, Martha	44012598
SCG	ZMEX2	Orozco Hernandez, Hector	44013648
SCG	ZMEX2	Orozco Hernandez, Ma. Genoveva	44006640
SCG	ZMEX2	Orozco Hernandez, Marisela	44011847
SCG	ZMEX2	Orozco Ortega, Cecilia	44005813
SCG	ZMEX2	Orozco Ortega, Hilaria	44011260
SCG	ZMEX2	Orozco Vazquez, German	44009205
SCG	ZMEX2	Ortega Garcia, Taurino	44004422
SCG	ZMEX2	Ortega Gonzalez, Melisandra	44013655
SCG	ZMEX2	Ortega Herrera, Claudia Elizabeth	44013702
SCG	ZMEX2	Ortega Lopez, Rosa	44007846
SCG	ZMEX2	Ortega Martinez, Blanca Estela	44005329

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Ortiz Baez, Laura Lorena	44011004
SCG	ZMEX2	Ortiz Chavez, Ma. Dolores	44011615
SCG	ZMEX2	Ortiz Corona, Maria Magdalena	44007613
SCG	ZMEX2	Ortiz Moreno, Enrique Raul	44013614
SCG	ZMEX2	Ortiz Romero, Cesar Adrian	44013688
SCG	ZMEX2	Ortiz Soto, Ma. Laura	44008397
SCG	ZMEX2	Osuna Padilla, Maria Elizabeth	44013753
SCG	ZMEX2	Pacheco De LaTorre, Carlota	44005453
SCG	ZMEX2	Pacheco Gonzalez, Oscar	44012613
SCG	ZMEX2	Pacheco Gonzalez, Ricardo	44010565
SCG	ZMEX2	Pacheco Rivera, Ma. Margarita	44006498
SCG	ZMEX2	Padilla Garcia, Ana Rosa	44009652
SCG	ZMEX2	Padilla Garcia, Ramon	44013568
SCG	ZMEX2	Padilla Medina, Sara	44005982
SCG	ZMEX2	Padilla Siurob, Jaime Rafael	44012495
SCG	ZMEX2	Palafox Garcia, David	44012237
SCG	ZMEX2	Palma Gonzalez, Victoria	44010158
SCG	ZMEX2	Parada Ramos, Enrique Manuel	44013710
SCG	ZMEX2	Paramo Gomez, Francisco Jaier	44013783
SCG	ZMEX2	Paredes Casillas, Lorena	44012159
SCG	ZMEX2	Partida Gazcon, Rocio Berenice	44012562
SCG	ZMEX2	Partida Machuca, Susana	44010634
SCG	ZMEX2	Partida Ramirez, Maricela	44007249
SCG	ZMEX2	Patacios Zaragoza, J. Javier	44008494
SCG	ZMEX2	Patino Gonzalez, Martha Alicia	44010409
SCG	ZMEX2	Patino Teliez, Antonio	44001852
SCG	ZMEX2	Pazarin Saucedo, Gloria	44012527
SCG	ZMEX2	Pazarin Saucedo, Ma. Cristina	44006973
SCG	ZMEX2	Pelayo Garcia, Juana	44002075
SCG	ZMEX2	Pelayo Larios, Roberto	44013700
SCG	ZMEX2	Pena Basulto, Maria Luz Gabriela	44010910
SCG	ZMEX2	Pena Castellon, Ma. Del Rocio	44010617
SCG	ZMEX2	Pena Hernandez, Aurora	44006938
SCG	ZMEX2	Pena Magallanes, Ma. Imelda	44009838
SCG	ZMEX2	Pena Pena, Ana Maria Patricia	44012268
SCG	ZMEX2	Pena Pena, Graciela	44012213
SCG	ZMEX2	Pena Rubio, Miguel	44005648
SCG	ZMEX2	Pereyra Saldana, Maria Elena	44011697
SCG	ZMEX2	Pereyra Sandoval, Adriana	44011520
SCG	ZMEX2	Pereyra Sandoval, Ma. Eugenia	44006630
SCG	ZMEX2	Perez Aguayo, Maria Concepcion	44009423

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Perez Aguayo, Maria Elena	44005959
SCG	ZMEX2	Perez Barba, Ricardo	44012068
SCG	ZMEX2	Perez Cardenas, Juan Antonio	44013564
SCG	ZMEX2	Perez Cristerna, Maria Teresa	44004704
SCG	ZMEX2	Perez Fernandez, Juana	44010308
SCG	ZMEX2	Perez Figueroa, Jose De Jesus	44011402
SCG	ZMEX2	Perez Fregoso, Armando	44010019
SCG	ZMEX2	Perez Garcia, Cecilia	44010176
SCG	ZMEX2	Perez Gonzalez, Cornelio	44003740
SCG	ZMEX2	Perez Gonzalez, Jose Antonio	44005256
SCG	ZMEX2	Perez Lopez, Maria Eduviges	44012585
SCG	ZMEX2	Perez Lopez, Rocio	44012589
SCG	ZMEX2	Perez Macias, Diana Isis	44013809
SCG	ZMEX2	Perez Martell, Jose Arturo	44005921
SCG	ZMEX2	Perez Martinez, Mana Elena	44007157
SCG	ZMEX2	Perez Mendoza, Leticia	44008873
SCG	ZMEX2	Perez Molina, Jose De J.	44010609
SCG	ZMEX2	Perez Orendain, Gonzalo	44013656
SCG	ZMEX2	Perez Orozco, Leticia	44009047
SCG	ZMEX2	Perez Penaloza, Carlos	44011891
SCG	ZMEX2	Perez Perez, Rosalba	44010794
SCG	ZMEX2	Perez Ramirez, Jose Luis	44011218
SCG	ZMEX2	Perez Rodriguez, Silvia	44010806
SCG	ZMEX2	Perez Salazar, Norma	44012626
SCG	ZMEX2	Perez Sancnez, Luis Everardo	44013612
SCG	ZMEX2	Perez Santiago Laura	44011950
SCG	ZMEX2	Perez Santiago, Martha Patricia	44012037
SCG	ZMEX2	Perez Torres Maria Guadalupe	44010726
SCG	ZMEX2	Perez Trujillo Jose Alfonso	44012364
SCG	ZMEX2	Perez Trujillo Ma. Del Carmen	44009323
SCG	ZMEX2	Perez Trujillo Maria Emma	44010968
SCG	ZMEX2	Perez Valenzuela, Ileana Guadalupe	44006905
SCG	ZMEX2	Perez Vallejo, Margarita	44004473
SCG	ZMEX2	Perez Veronica	44011818
SCG	ZMEX2	Pimentel Anguiano Adriana	44010216
SCG	ZMEX2	Pimiento Velasco, Jose De Jesus	44013682
SCG	ZMEX2	Pina Godinez Veronica	44011504
SCG	ZMEX2	Pinto Vazquez Maria Magdalena	44009031
SCG	ZMEX2	Pizano Ramirez Magdalena	44011907
SCG	ZMEX2	Plascencia Mancilia, Ignacio	44005825
SCG	ZMEX2	Plazola Garcia Lourdes	44011961
		Ponce De Leon Rivera, Francisco	
SCG	ZMEX2	Javier	44011864
SCG	ZMEX2	Ponce Ramirez, Ana Maria	44012242
SCG	ZMEX2	Preciado Marquez, Maria Barbara	44009612

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Pulido Nuno Maria	44006049
SCG	ZMEX2	Quevedo Trevino Cesar Jose	44012418
SCG	ZMEX2	Quezada Lorena Guillermina	44009629
SCG	ZMEX2	Quintero Aguilar Cesar Humberto	44011514
SCG	ZMEX2	Quintero Barragan Ana Isabel	44012177
SCG	ZMEX2	Quintero Ramirez, Ma. Rosa	44008242
SCG	ZMEX2	Quintero Robledo, Elvia	44011974
SCG	ZMEX2	Rabago Garda, Esther	44009012
SCG	ZMEX2	Rameno Tortolero, Primo Ricardo	44012631
SCG	ZMEX2	Ramirez Aguilar, Cleto	44005621
SCG	ZMEX2	Ramirez Buenrostro, Jose Enrique	44002587
SCG	ZMEX2	Ramirez Castillo, Miguel Angel	44013761
SCG	ZMEX2	Ramirez Chavez, Ramon	44005765
SCG	ZMEX2	Ramirez Delgado, Alberto	44010871
SCG	ZMEX2	Ramirez Fausto, Eduardo	44001464
SCG	ZMEX2	Ramirez Fausto, Ignacio	44004945
SCG	ZMEX2	Ramirez Fernandez, Adolfo	44013569
SCG	ZMEX2	Ramirez Garcia, Flor Teresa	44009566
SCG	ZMEX2	Ramirez Gonzalez, Marcelo David	44010551
SCG	ZMEX2	Ramirez Gonzalez, Martha Alicia	44011958
SCG	ZMEX2	Ramirez Gudino, Fernando Javier	44012397
SCG	ZMEX2	Ramirez Gudino, Omar	44013727
SCG	ZMEX2	Ramirez Lopez, Jose	44001750
SCG	ZMEX2	Ramirez Macias, Rafaela	44008480
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SCG	ZMEX2	Gustavo	44011219
SCG	ZMEX2	Ramirez Martinez, Alberto	44011625
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SCG	ZMEX2	Ramirez Martinez, Rebeca	44006612
SCG	ZMEX2	Ramirez Moreno, Emerita	44010456
SCG	ZMEX2	Ramirez Perez, Celina	44011663
SCG	ZMEX2	Ramirez Ramirez, Baltazar	44009524
SCG	ZMEX2	Ramirez Ramirez, Marisela	44011562
SCG	ZMEX2	Ramirez Reynoso, Griselda	44012184
SCG	ZMEX2	Ramirez Rodriguez, Cipriano	44012543
SCG	ZMEX2	Ramirez Rosales, Rodolfo	44004880
SCG	ZMEX2	Ramirez Ruiz, Maria Felix	44008181
SCG	ZMEX2	Ramirez Salvador, Francisca	44009305
SCG	ZMEX2	Ramirez Sanchez, Maria Elena	44012270

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Ramirez Vallejo, Silvia	44011846
SCG	ZMEX2	Ramos Cedeno, Juan Manuel	44011597
SCG	ZMEX2	Ramos Estrada, Teresa	44004835
SCG	ZMEX2	Ramos Guerrero, Martin	44013780
SCG	ZMEX2	Ramos Marin Victor Alfredo	44012238
SCG	ZMEX2	Ramos Paz Rosalba	44009444
SCG	ZMEX2	Ramos Rodriguez Natividad	44010923
SCG	ZMEX2	Ramos Torres Maricela	44010271
SCG	ZMEX2	Raygoza Castaneda, Ma Clara	44009771
		Raygoza Castaneda, Maria De Los Angeles	44011821
SCG	ZMEX2	Raygoza Castaneda, Olivia	44011995
SCG	ZMEX2	Raygoza Ramirez, Adriana Leticia	44012013
SCG	ZMEX2	Razo Figueroa, Maria Olivia	44011655
SCG	ZMEX2	Razo Medina, Martha Leticia	44006603
SCG	ZMEX2	Razon Reyes, Ma. Guadalupe	44012297
SCG	ZMEX2	Rea Alonzo Maria Consuelo	44009518
SCG	ZMEX2	Renteria Ramirez, Waldo Andres	44011599
SCG	ZMEX2	Renteria Rivera, Patricia	44006991
SCG	ZMEX2	Resendiz Alvarez, Luis	44010017
SCG	ZMEX2	Reveles Espinoza, Maria Teresa	44010700
SCG	ZMEX2	Reyes Anaya, Raul	44012158
SCG	ZMEX2	Reyes Diaz, Maria Esmeralda	44012033
SCG	ZMEX2	Reyes Ventura, Guadalupe	44011503
SCG	ZMEX2	Reyna Blanco, Juana	44011376
SCG	ZMEX2	Reyna Del Toro, Marco Antonio	44011345
SCG	ZMEX2	Reynoso Sanchez, Carlos	44012433
SCG	ZMEX2	Reynoso Vazquez, Angel Rafael	44008584
SCG	ZMEX2	Rios Alvarado, Maria Esther	44011889
SCG	ZMEX2	Rios Gutierrez, Gloria Gerogina	44012644
SCG	ZMEX2	Rios Orona, Marcelina	44011578
SCG	ZMEX2	Rios Solano, Judith	44008953
SCG	ZMEX2	Rito Castillo, Maria Luisa	44009330
SCG	ZMEX2	Rivas Soto, Ma. Magdalena	44010380
SCG	ZMEX2	Rivera Alcaraz, Irma Leticia	44009941
SCG	ZMEX2	Rivera Gomez, Imelda	44012472
SCG	ZMEX2	Rivera Gomez, Osvaldo	44013747
SCG	ZMEX2	Rivera Hernandez, Consuelo	44009778
SCG	ZMEX2	Rivera Velazquez, Ma. Del Refugio	44004962
SCG	ZMEX2	Rizo Hernandez, Ma. Cecilia	44011647
SCG	ZMEX2	Rizo Valdez, Rosa Martina	44011589

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Robledo Nunez, Adrian	44011534
SCG	ZMEX2	Robles Islas, Manuel	44004587
SCG	ZMEX2	Robles Martinez, Margarita	44011594
SCG	ZMEX2	Rocha Gallardo, Hugo	44012431
SCG	ZMEX2	Rodriguez Aguila, Ma. Del Rocio	44007758
SCG	ZMEX2	Rodriguez Aguirre, Juan	44001112
SCG	ZMEX2	Rodriguez Alvarez, Anita	44006820
SCG	ZMEX2	Rodriguez Arellano, Ma. Blanca Estela	44008320
SCG	ZMEX2	Rodriguez Arellano, Yolanda	44010558
SCG	ZMEX2	Rodriguez Arreola, Yolanda	44007234
SCG	ZMEX2	Rodriguez Barrera, Antonio Humberto	44009943
SCG	ZMEX2	Rodriguez Becerra, Fernando	44013622
SCG	ZMEX2	Rodriguez Becerra, Luis Alberto	44011358
SCG	ZMEX2	Rodriguez Camberos, Gloria	44005345
SCG	ZMEX2	Rodriguez Cano Natalia	44005122
SCG	ZMEX2	Rodriguez Castro, Gloria	44011582
SCG	ZMEX2	Rodriguez Cueva, Miguel Angel	44003786
SCG	ZMEX2	Rodriguez Flores, Maria Catalina	44012062
SCG	ZMEX2	Rodriguez Frias Guadalupe	44011883
SCG	ZMEX2	Rodriguez Gonzalez, Luz Maria	44011926
SCG	ZMEX2	Rodriguez Govea, Jose Angel	44013649
SCG	ZMEX2	Rodriguez Govea, Jose Antonio	44010391
SCG	ZMEX2	Rodriguez Haro, Maria Araceli	44012262
SCG	ZMEX2	Rodriguez Haro, Susana	44012614
SCG	ZMEX2	Rodriguez Harto Veronica	44012059
SCG	ZMEX2	Rodriguez Lopez, Raymundo	44013794
SCG	ZMEX2	Rodriguez Lopez, Ricardo	44012223
SCG	ZMEX2	Rodriguez Martinez, Isabel,	44012301
SCG	ZMEX2	Rodriguez Martinez, Ricardo	44009861
SCG	ZMEX2	Rodriguez Molina, Carlos Enrique	44011025
SCG	ZMEX2	Rodriguez Mora, Ruperto	44013619
SCG	ZMEX2	Rodriguez Morales, Balbina	44006985
SCG	ZMEX2	Rodriguez Perez, Ines	44008949
SCG	ZMEX2	Rodriguez Perez, Margarita	44012358
SCG	ZMEX2	Rodriguez Perez, Maria Felicitas	44012403
SCG	ZMEX2	Rodriguez Quintero, Juana C.	44008440
SCG	ZMEX2	Rodriguez Ros Rosaura	44009895

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Rodriguez Rivera, Georgina Rosario	44012351
SCG	ZMEX2	Rodriguez Rojas, Jose Antonio	44006441
SCG	ZMEX2	Rodriguez Sanchez, Sandra Luz	44011649
SCG	ZMEX2	Rodriguez Sanchez, Victor Martin	44011989
SCG	ZMEX2	Rodriguez _____, Lucina	44008226
SCG	ZMEX2	Rodriguez Solano, Rosa Imelda	44011904
SCG	ZMEX2	Rodriguez Tejeda , Oswaldo Fabian	44013650
SCG	ZMEX2	Rodrigez Vargas, Ma. Guadalupe	44007325
SCG	ZMEX2	Rodriguez Yararay, Ma De Lourdes	44011744
SCG	ZMEX2	Roesner Garcia Hermann Luis	44011355
SCG	ZMEX2	Rojas Garcia, Guadalupe	44012165
SCG	ZMEX2	Rojas Munoz, Imelda	44008106
SCG	ZMEX2	Rojas Sanchez, Bertha Alicia	44007619
SCG	ZMEX2	Rolon Orona, Patricia	44005804
SCG	ZMEX2	Rolon Orona, Toribio	44007314
SCG	ZMEX2	Roman Salazar, Arturo	44007978
SCG	ZMEX2	Romero Flores, Maria Teresa	44011395
SCG	ZMEX2	Romero Morones, Ma. Del Carmen	44011305
SCG	ZMEX2	Romero Perez, Refugio Del Carmen	44013723
SCG	ZMEX2	Romero Rodriguez, Juan Fernando	44010046
SCG	ZMEX2	Romero Sandoval, Erika Araceli	44012597
SCG	ZMEX2	Romo Casillas, Guillermo	44011438
SCG	ZMEX2	Roque Acosta, Teresa	44008216
SCG	ZMEX2	Roque Ontiveros, Gabriela	44012044
SCG	ZMEX2	Roque Trejo, Martha Alicia	44006590
SCG	ZMEX2	Roque Trejo, Trinidad	44005986
SCG	ZMEX2	Rosales Cortes, Maria Guadalupe	44013729
SCG	ZMEX2	Rosales Cortes, Maria Leonor	44011838
SCG	ZMEX2	Rosales Rosales, Abelardo	44011417
SCG	ZMEX2	Rosales Virgen, Amalia	44011062
SCG	ZMEX2	Rosales Virgen, Rosalba	44008202
SCG	ZMEX2	Rosales Virgen, Yolanda	44006474
SCG	ZMEX2	Rosas Crespo, Areli	44013799
SCG	ZMEX2	Rosas Medina, Luz Maria	44012264
SCG	ZMEX2	Ruan Prieto, Maria Elena	44004561
SCG	ZMEX2	Rubio Serrano, Juan Manuel	44007361
SCG	ZMEX2	Ruelas Cisneros, Roberto Pablo	44012618

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Ruiz Arriaga, Maria Guadalupe	44004458
SCG	ZMEX2	Ruiz Casillas, Ofelia	44011965
SCG	ZMEX2	Ruiz Gallardo, Ventura Fernando	44002093
SCG	ZMEX2	Ruiz Garcia, Jaime Gerardo	44007934
SCG	ZMEX2	Ruiz Gonzalez, Ma. De La Paz	44010619
SCG	ZMEX2	Ruiz Lopez Guerra, Martha Ofelia	44012248
SCG	ZMEX2	Ruiz Renteria, Lidia	44012576
SCG	ZMEX2	Ruvalcaba Avila, Cruz Alejandra	44010446
SCG	ZMEX2	Ruvalcaba Guitron, Esperanza	44004184
SCG	ZMEX2	Ruvalcaba Juarez, Eusebio	44010651
SCG	ZMEX2	Ruvalcaba Lopez, Alberto	44011835
SCG	ZMEX2	Ruvalcaba Lopez, Ma Del Carmen	44011922
SCG	ZMEX2	Ruvalcaba Molina, Ma. Guadalupe	44006130
SCG	ZMEX2	Ruvalcaba Ruvalcaba, Juana	44009319
SCG	ZMEX2	Ruvalcaba Ruvalcaba, Rogelia	44006151
SCG	ZMEX2	Ruvalcaba Topete, Adriana	44012182
SCG	ZMEX2	Sabas Plascencia, Sergio Gabriel	44011372
SCG	ZMEX2	Sahagun Alvarez, Patricia Elizabeth	44012393
SCG	ZMEX2	Salas Lopez Alma Loreley	44012468
SCG	ZMEX2	Salazar Becerra Monica Susana	44012379
SCG	ZMEX2	Salazar Flores, Enrique	44008554
SCG	ZMEX2	Salazar Galindo, Lidia	44008168
SCG	ZMEX2	Salazar Gonzalez, Jose Alfredo	44013755
SCG	ZMEX2	Salazar Munoz, Felipa Asuncion	44008549
SCG	ZMEX2	Salazar Palma, Maria Teresa	44011470
SCG	ZMEX2	Salazar Quinones, Patricia	44013643
SCG	ZMEX2	Salazar Rodriguez, Rosa Maria	44008796
SCG	ZMEX2	Salcedo Aguillon, Laureano	44003769
SCG	ZMEX2	Saldivar Diaz, Gustavo Noe	44012605
SCG	ZMEX2	Saldivar Solis, Sandra	44011756
SCG	ZMEX2	Salinas Aviles, Oscar Hilario	44012524
		Salvatierra Rosales, Delia Ma.	
SCG	ZMEX2	Guadalupe	44012394
SCG	ZMEX2	Samaniego Alcantar, Angel	44013690
SCG	ZMEX2	Sanchez Aguilar, Andrea	44006826
SCG	ZMEX2	Sanchez Armenta, Gerardo	44010719
SCG	ZMEX2	Sanchez Cazares, Manuel	44003825
SCG	ZMEX2	Sanchez Cedeno, Dalia Elisa	44009082

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Sanchez Cervantes, Maria Eugenia	44012172
SCG	ZMEX2	Sanchez Contreras, Roberto Manuel	44006773
SCG	ZMEX2	Sanchez De La Cruz, Arturo	44008991
SCG	ZMEX2	Sanchez De La Cruz, Silvia	44011042
SCG	ZMEX2	Sanchez Delgadillo, Elizabeth	44010502
SCG	ZMEX2	Sanchez Garcia, Antonia	44011162
SCG	ZMEX2	Sanchez Jimenez, Arturo	44009980
SCG	ZMEX2	Sanchez Loreda, Guillermo	44011320
SCG	ZMEX2	Sanchez Martinez, Jose Luciano	44010851
SCG	ZMEX2	Sanchez Medrano, Alma	44011296
SCG	ZMEX2	Sanchez Monjo, Mercedes	44005155
SCG	ZMEX2	Sanchez Ortega, Nicolasa	44011477
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SCG	ZMEX2	Sanchez Resendiz, Alberto	44009005
SCG	ZMEX2	Sanchez Reyes, Ana Cecilia	44010261
SCG	ZMEX2	Sanchez Rito, Sergio Antonio	44010649
SCG	ZMEX2	Sanchez Saldivar, Fausto	44002333
SCG	ZMEX2	Sanchez Santillan, Jose Francisco	44011931
SCG	ZMEX2	Sanchez Silva, Norma	44009514
SCG	ZMEX2	Sanchez Tejada, Maria De La Luz	44013579
SCG	ZMEX2	Sanchez Tejada, Porfiria	44012466
SCG	ZMEX2	Sanchez Vazquez, Jose Ramon	44009254
SCG	ZMEX2	Sanchez Velez, Leticia	44012457
SCG	ZMEX2	Sanchez Velez, Pedro	44004605
SCG	ZMEX2	Sanchez Zuniga, Francisco Javier	44013701
SCG	ZMEX2	Sanchez, Maria Inocencia	44008250
SCG	ZMEX2	Sandoval Chavez, Mario	44004397
SCG	ZMEX2	Sandoval Gonzalez, Ma. De Lourdes	44010648
SCG	ZMEX2	Sandoval Herrera, Victor Manuel	44012552
SCG	ZMEX2	Sandoval Moya, Evelia	44011652
SCG	ZMEX2	Sandoval Sanchez, Catalina	44012258
SCG	ZMEX2	Sandoval Vazquez, Elsa Beatriz	44013570
SCG	ZMEX2	Santana De Loera, Florencia	44003778
SCG	ZMEX2	Santana Garay, Luz Angelica	44011103
SCG	ZMEX2	Santana Montes, Angelica Maria	44011862
SCG	ZMEX2	Santana Montes, Ma. De La Luz	44006644
SCG	ZMEX2	Santana Montes, Maria Guadalupe	44012302

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Santana Velazquez, Gabriela	44012189
SCG	ZMEX2	Santana Velazquez, Maria Del Rocio	44013765
SCG	ZMEX2	Santiago Cabanas, Albino	44011606
SCG	ZMEX2	Santillan Barajas, Rosa Maria	44009804
SCG	ZMEX2	Santillan Lopez, Monica	44013790
SCG	ZMEX2	Santillan Martinez Patricia	44011003
SCG	ZMEX2	Santos Barajas, Reynalda	44012629
SCG	ZMEX2	Santos Gutierrez, Maria Del Carmen	44013670
SCG	ZMEX2	Saucedo Flores Emmanuel	44007970
SCG	ZMEX2	Saucedo Jimenez, Socorro Alicia	44007080
SCG	ZMEX2	Segovia Rodriguez, Rosa Isela	44012125
SCG	ZMEX2	Segura Lopez, Maria Guadalupe	44009100
SCG	ZMEX2	Sepulveda Salazar, Clementina	44001560
SCG	ZMEX2	Sereni Ruvalcaba, Alejandro	44012494
SCG	ZMEX2	Serrano Hernandez, Luis Miguel	44012069
SCG	ZMEX2	Serrano Irma	44009693
SCG	ZMEX2	Serrano Mercado, Rafael	44002561
SCG	ZMEX2	Serrano Pena, Amparo	44012367
SCG	ZMEX2	Serrano, Maria Luisa	44008475
SCG	ZMEX2	Sevilla Gutierrez, Ma. Alejandra	44010161
SCG	ZMEX2	Sevilla Lopez, Ernesto	44009545
SCG	ZMEX2	Sevilla Lopez, Luz Marcela	44010343
SCG	ZMEX2	Silva Cardenas, Fabiola	44009852
SCG	ZMEX2	Silva Hernandez, Maria Cecilia	44011137
SCG	ZMEX2	Silva Rodriguez, Andrea	44011397
SCG	ZMEX2	Silva Rolon, Ma. Lourdes	44007213
SCG	ZMEX2	Silva Villarreal, Maria Altagracia	44009430
SCG	ZMEX2	Solano Cisneros, Ana Maria	44008335
SCG	ZMEX2	Solis Godinez, Miguel Angel	44013552
SCG	ZMEX2	Solorio Leon, Gabriela	44011893
SCG	ZMEX2	Solorzano Loera, Pedro	44007192
SCG	ZMEX2	Soria Medina, Jorge Pablo	44006600
SCG	ZMEX2	Sotelo Ruiz, Maria Del Rocio	44012096
SCG	ZMEX2	Soto Morris, Manuel Gerardo	44013624
SCG	ZMEX2	Soto Villarreal, Ernesto	44011064
SCG	ZMEX2	Tabares Ibarra, Oscar Eduardo	44012251
SCG	ZMEX2	Tafolla Camarena, Aurora	44010312
SCG	ZMEX2	Tapia Garcia, Juan Gabriel	44009989
SCG	ZMEX2	Tavares Ibarra, Julia	44009801
SCG	ZMEX2	Tavera Duenas, Israel Santiago	44013738

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Tejeda Olvera, Olga Blanca	44008138
SCG	ZMEX2	Tinoco, Sandra	44006782
SCG	ZMEX2	Toledo Chaparro, Belisario	44006667
SCG	ZMEX2	Toribio Tafoya, Ma. Guadalupe	44004955
SCG	ZMEX2	Toribio Tafoya, Pedro	44012337
SCG	ZMEX2	Torres Acosta, Sergio Enrique	44012553
SCG	ZMEX2	Torres Arriaga, Carlos	44012447
SCG	ZMEX2	Torres Chavez, Monica Adriana	44013735
SCG	ZMEX2	Torres De La Pena, Martha Patricia	44007720
SCG	ZMEX2	Torres Del Villar, Jesus	44002516
SCG	ZMEX2	Torres Esquer, Claudia	44013766
SCG	ZMEX2	Torres Gonzalez, Maricela	440072157
SCG	ZMEX2	Torres Gonzalez, Martha Catalina	44005199
SCG	ZMEX2	Torres Gutierrez, Adriana Karina	44012319
SCG	ZMEX2	Torres Gutierrez, Jesus	44013660
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SCG	ZMEX2	Torres Magana Rosana Patricia	44013746
SCG	ZMEX2	Torres Martinez, Alfredo	44009203
SCG	ZMEX2	Torres Olivares, Jose Luis	44003252
SCG	ZMEX2	Torres Rodriguez, Martha	44001805
SCG	ZMEX2	Torres Romero, Dolores	44011822
SCG	ZMEX2	Torres, Maria Magdalena	44010058
SCG	ZMEX2	Toscano Valdivia, Ma. Teresa	44012034
SCG	ZMEX2	Toscano Valdivia, Maria Guadalupe	44011861
SCG	ZMEX2	Trejo Rodriguez Ma Magdalena	44009277
SCG	ZMEX2	Trujillo Galvan Ma. De Lourdes	44007593
SCG	ZMEX2	Trujillo Guzman, Elvia	44006944
SCG	ZMEX2	Trujillo Peralta, Ma. De La Luz	44008231
SCG	ZMEX2	Trujillo Peralta, Marina	44008206
SCG	ZMEX2	Trujillo Ramirez, Teresita De Jesus	44012147
SCG	ZMEX2	Urbina Gomez, Carlos Eduardo	44012506
SCG	ZMEX2	Urbina Perez, Irma	44009458
SCG	ZMEX2	Urena Lepe, Laura	44010415
SCG	ZMEX2	Uribe Garcia, Ma. Guadalupe	44009958
SCG	ZMEX2	Urquiza Villarreal, Rosa Marina	44010624
SCG	ZMEX2	Urzuza Hernandez, Jose Antonio	44011334

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Valdez Banuelos, Teresa Idalia	44013797
SCG	ZMEX2	Valdez Hernandez, Cristina	44011680
SCG	ZMEX2	Valdez Hernandez, Gloria Josefina	44013721
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SCG	ZMEX2	Valdez Perez, Consuelo	44009706
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SCG	ZMEX2	Valdominos Perez, Bernarda	44009839
SCG	ZMEX2	Valencia Diaz, Juan Manuel	44010116
SCG	ZMEX2	Valencia Gutierrez, Anselmo	44004644
SCG	ZMEX2	Valencia Gutierrez, Estela	44011925
SCG	ZMEX2	Valencia Gutierrez, Luz Maria	44012065
SCG	ZMEX2	Valencia Lopez, Arturo	44007431
SCG	ZMEX2	Valencia Orozco, Esther	44002176
SCG	ZMEX2	Valenzuela Martin Del, Ma. Rosario	44011619
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SCG	ZMEX2	Valero Huerta, Ma. Juana	44005655
SCG	ZMEX2	Valle Aguilar, Heriberto	44011881
SCG	ZMEX2	Valle Dozier, Victor Manuel	44011117
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SCG	ZMEX2	Vargas Anaya, Salvador	44001744
SCG	ZMEX2	Vargas Gomez, Alfonso	44012057
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SCG	ZMEX2	Vargas Macias, Mario Alberto	44004780
SCG	ZMEX2	Vargas Mendoza, Leticia	44008369
SCG	ZMEX2	Vargas Ramirez, Luciano	44010452
SCG	ZMEX2	Vazquez Cervantes, Patricia	44012259
SCG	ZMEX2	Vazquez Cervantes, Silvia	44009971
SCG	ZMEX2	Vazquez De Santiago, Luis Manuel	44010723
SCG	ZMEX2	Vazquez Fuentes, Juana Azuzena	44012625
SCG	ZMEX2	Vazquez Garcia, Fernando Antonio	44012331
SCG	ZMEX2	Vazquez Gil. Clara Alejandra	44013730
SCG	ZMEX2	Vazquez Gonzalez, Veronica	44012186
SCG	ZMEX2	Vazquez Guzman, Gerardo	44013609
SCG	ZMEX2	Vazquez Hernandez, Araceli	44010003
SCG	ZMEX2	Vazquez Labastida, Martha Elba	44007535
SCG	ZMEX2	Vazquez Langarica, Maria Del Rosario	44009414

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Vazquez Leanos, Myriam Noemi	44012621
SCG	ZMEX2	Vazquez Lopez Martha Cristina	44010439
SCG	ZMEX2	Vazquez Ortiz Ana Rosa	44009794
SCG	ZMEX2	Vazquez Pimentel Hermila	44010029
SCG	ZMEX2	Vazquez Reyes Ana Hilda Alejandra	44012490
SCG	ZMEX2	Vazquez Rodriguez, Jose Luis	44009979
SCG	ZMEX2	Vazquez Rosales, Ma. Guadalupe	44005909
SCG	ZMEX2	Vazquez Ruiz Francisco Javier	44011217
SCG	ZMEX2	Vazquez Ruvalcaba, Elpidio	44003768
SCG	ZMEX2	Vazquez Villalobos, Guillermina	44011487
SCG	ZMEX2	Vega Castillo Norma Alicia	44007511
SCG	ZMEX2	Vega De La Cerda Salvador Francisco	44013637
SCG	ZMEX2	Vega Hernandez Hector	44012335
SCG	ZMEX2	Vega Moreno, Alma Dolores	44011947
SCG	ZMEX2	Velador Lopez, Sandra Patricia	44008637
SCG	ZMEX2	Velador Rodriguez, Juan Antonio	44012615
SCG	ZMEX2	Velador Rodriguez, Ventura Fabiola	44012619
SCG	ZMEX2	Velarde Ruiz, Angel Javier	44008152
SCG	ZMEX2	Velasco Fernandez, Marisela	44013749
SCG	ZMEX2	Velasco Grajeda, Sergio	44011480
SCG	ZMEX2	Velasco Ramirez, Elva	44007037
SCG	ZMEX2	Velazco Almaraz Adriana	44012132
SCG	ZMEX2	Velazquez Alba, Alicia Susana	44012042
SCG	ZMEX2	Velazquez De Alba, Luz Maria	44005328
SCG	ZMEX2	Velazquez Gonzalez, Hector Daniel	44010200
SCG	ZMEX2	Velazquez Hernandez, Angelica	44011902
SCG	ZMEX2	Velazquez Lopez, Dulce Maria	44008802
SCG	ZMEX2	Velazquez Martinez, Ana Maria	44010370
SCG	ZMEX2	Velazquez Martinez, Cesar Gabriel	44012505
SCG	ZMEX2	Velazquez Torres, Erika Concepcion	44012192
SCG	ZMEX2	Velazquez Torres, Maria Imelda	44011713

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Velazquez Vazquez, Veronica	44013737
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SCG	ZMEX2	Vera Jimenez, Maricela	44010040
SCG	ZMEX2	Vera Jimenez, Olivia	44008240
SCG	ZMEX2	Verduzco Avina, Maria Delfina	44009113
SCG	ZMEX2	Vertiz Torres, Alfredo	44013709
SCG	ZMEX2	Victor Ochoa, Luis Carlos	44012571
SCG	ZMEX2	Vidales Perez, Isabel Cristina	44006401
SCG	ZMEX2	Vidrio Lamas, Elvira	44010417
SCG	ZMEX2	Villa Flores, Miguel	44006591
SCG	ZMEX2	Villafan Luna, Angel	44012499
SCG	ZMEX2	Villafan Pedroza, Maria De Los Angeles	44011539
SCG	ZMEX2	Villagrana Davila, David Samuel	44013616
SCG	ZMEX2	Villalobos Carrillo, Maria Rosa	44011201
SCG	ZMEX2	Villalobos Jimenez, Gabriela	44008249
SCG	ZMEX2	Villalobos Jimenez, J. Jesus Everardo	44010885
SCG	ZMEX2	Villalpando Meza, Luz Amalia	44012386
SCG	ZMEX2	Villarreal Arredondo, Sergio	44013762
SCG	ZMEX2	Villarreal Garcia, Ana Maria	44011901
SCG	ZMEX2	Villarreal Vazquez, Emma Concepcion	44013801
SCG	ZMEX2	Villarreal Vidrio, Ruth Karina	44012623
SCG	ZMEX2	Villarreal Vidrio, Yessica Dinorah	44012555
SCG	ZMEX2	Villasenor Lara, Ricardo Ramon	44004464
SCG	ZMEX2	Villasenor Ruiz, Wendy Bernardette	44012377
SCG	ZMEX2	Villasenor Santana, Carlos Ernesto	44010994
SCG	ZMEX2	Villegas Martinez, Josefa	44007545
SCG	ZMEX2	Virgen Rodriguez, Consuelo	44012573
SCG	ZMEX2	Vizcaino Martinez, Carlos Mauricio	44013591
SCG	ZMEX2	Yanez Guillen, Laura	44011097
SCG	ZMEX2	Yanez Vargas, Ofelia	44011010
SCG	ZMEX2	Yera Casas, Manuela	44011058
SCG	ZMEX2	Yuen Villalobos, Julio	44011157
SCG	ZMEX2	Zambrano Diaz, Cecilia	44012500
SCG	ZMEX2	Zamora Quezada, Harim	44013668
SCG	ZMEX2	Zamora Ramirez, Esmeralda	44012488

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	ZMEX2	Zaragoza Galvez Miguel	44010479
SCG	ZMEX2	Zaragoza Molina Rosa Imelda	44012124
SCG	ZMEX2	Zaragoza Rios, Lucia	44012073
SCG	ZMEX2	Zaragoza Souza, Luis Eduardo	44010631
SCG	ZMEX2	Zatarain Lizarraga, Estanislao	44013699
SCG	ZMEX2	Zavala Barba, Virginia	44005539
SCG	ZMEX2	Zendejas Martinez, Leticia	44013713
SCG	ZMEX2	Zenteno Cuellar, Aram Dalibor	44013694
SCG	ZMEX2	Zepeda Barbosa, Ma. Consuelo	44007175
SCG	ZMEX2	Zepeda Delgadillo, Roberto	44011340
SCG	ZMEX2	Zepeda Mendez, Juan Carlos	44013663
SGG	ZMEX2	Zepeda Morales, Salvador Hugo	44012522
SCG	ZMEX2	Zepeda Murillo, Felipa	44005990
SCG	ZMEX2	Zepeda Rivera, Ana Luisa	44012332
SCG	ZMEX2	Zepeda Rivera, Ma. Guadalupe	44006197
SCG	ZMEX2	Zepeda Varela, Erika Del Carmen	44013767
SCG	ZMEX2	Zepeda Varela, Joel Enrique	44013714
SCG	ZMEX2	Zuniga Arevalo, Adriana	44012060

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - PHILIPPINES

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	MARIJANE P ALMODOVAR	01356804
SCG	PHILIPPINES	ELVIE T VERGARA	01356844
SCG	PHILIPPINES	MARICEL R MARCONI	01356895
SCG	PHILIPPINES	VIVIENNE A GUTIERREZ	01356820
SCG	PHILIPPINES	MICHELLE C LIRIO	01357091
SCG	PHILIPPINES	LOLITA BLANCAFLOR	01337762
SCG	PHILIPPINES	MARY JANE P MIRANDA	01356762
SCG	PHILIPPINES	WILMA S MADRIGALEJO	01356945
SCG	PHILIPPINES	FLORENDA B CUSTODIO	01356812
SCG	PHILIPPINES	MA. MAGDALENA D PISCO	01357026
SCG	PHILIPPINES	ERNA T LABIOS	01357083
SCG	PHILIPPINES	MARY JANE C RIVERA	01357125
SCG	PHILIPPINES	ROSARIO S SANTOS	01357661
SCG	PHILIPPINES	ANGELINA D ESPELETA	01318895
SCG	PHILIPPINES	ROMEL C GARCIA	01357273
SCG	PHILIPPINES	LEOVIGILDO M VILLAROSA	01346870
SCG	PHILIPPINES	HONESTO P LADORES	01337080
SCG	PHILIPPINES	MILAGROS H SORIANO	01311650
SCG	PHILIPPINES	REYNALDO E LAROYA	01311734
SCG	PHILIPPINES	SERGIO P LAROCO	01356663
SCG	PHILIPPINES	JOSE MA D MILLAR	01313482
SCG	PHILIPPINES	CORAZON C DUCUSIN	01313524
SCG	PHILIPPINES	ADRIANO G PASCUAL	01323762
SCG	PHILIPPINES	MARLINA P BORROMEIO	01347811
SCG	PHILIPPINES	RENATO P PANGANIBAN	01315081
SCG	PHILIPPINES	CESAR M PANGANIBAN	01322160
SCG	PHILIPPINES	FELICISIMO D CONSUELO	01326583
SCG	PHILIPPINES	EDNA A DEL ROSARIO	01312435
SCG	PHILIPPINES	PACITA B GUTIERREZ	01311130
SCG	PHILIPPINES	ANACLETO S CASTILLO	01346490
SCG	PHILIPPINES	DANIEL T JAVELOSA	01310694
SCG	PHILIPPINES	ROXANNE B BORROMEIO	01329603
SCG	PHILIPPINES	MYRLE P LOPEZ	01325106
SCG	PHILIPPINES	SALVADOR P ABUNDABAR	01356491
SCG	PHILIPPINES	ARTURO A MAGNO	01347217
SCG	PHILIPPINES	SONIA T GUERRERO	01313839
SCG	PHILIPPINES	MEDARDO A ELEJARDE	01332797
SCG	PHILIPPINES	ARMILINDA R MELCHOR	01342739
SCG	PHILIPPINES	EVELYN T SARTO	01310405
SCG	PHILIPPINES	ROSARIO R VALENZUELA	01313797
SCG	PHILIPPINES	TEODORICO M DE LOS REYES	01311411

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	VENANCIO JR R CARITOS	01337028
SCG	PHILIPPINES	LETICIA M ARANAS	01310561
SCG	PHILIPPINES	NERISSA L BELONIO	01313847
SCG	PHILIPPINES	CORAZON V ECLAVEA	01321527
SCG	PHILIPPINES	ISABELITA B GENESE	01321543
SCG	PHILIPPINES	ADORA M ASIS	01318408
SCG	PHILIPPINES	REYNALDO T RITO	01346425
SCG	PHILIPPINES	AURORA N SARMIENTO	01320131
SCG	PHILIPPINES	CRISPINA M ROMASANTA	01322988
SCG	PHILIPPINES	GUILLERMO G AMPO	01319117
SCG	PHILIPPINES	FLORENTINA A SUMINISTRADO	01324505
SCG	PHILIPPINES	ROSELLER S VELICARIA	01311932
SCG	PHILIPPINES	ARACELI A ROTIA	01343016
SCG	PHILIPPINES	WILLIAM V AMBROSIO	01358461
SCG	PHILIPPINES	ROSALIA R RODRIGUEZ	01320842
SCG	PHILIPPINES	ALFREDO C GAMBOL	01311460
SCG	PHILIPPINES	BASILIA L PINOS	01314472
SCG	PHILIPPINES	APOLINARIO C ADRIANO	01311759
SCG	PHILIPPINES	PORFIRIA M QUING	01324216
SCG	PHILIPPINES	CONSTANCIA U SANGALANG	01322392
SCG	PHILIPPINES	ANGELITA B RELLESIVA	01326104
SCG	PHILIPPINES	MERCEDES R SULIT	01312179
SCG	PHILIPPINES	LEONIDA D REYNALDO	01320941
SCG	PHILIPPINES	ALELI S PISUENA	01324836
SCG	PHILIPPINES	CESAR S BERNARDO	01317236
SCG	PHILIPPINES	VERMON D ALZAGA	01313870
SCG	PHILIPPINES	AURORA G BONGOLAN	01327953
SCG	PHILIPPINES	ERIBERTA A FABREGAS	01323663
SCG	PHILIPPINES	MARVIN R CALLANTA	01324174
SCG	PHILIPPINES	LOURDES T DEL ROSARIO	01315123
SCG	PHILIPPINES	RICARDO T EINA	01347456
SCG	PHILIPPINES	EMELITO L CARLOS	01318317
SCG	PHILIPPINES	BASILIA S FRANCO	01325502
SCG	PHILIPPINES	SUSAN S GOTERA	01325791
SCG	PHILIPPINES	EMMA A RAMIREZ	01337499
SCG	PHILIPPINES	HELEN C MARINO	01321824
SCG	PHILIPPINES	VICTORIA B DE VERA	01346276
SCG	PHILIPPINES	CONSUELO H MAROON	01323085
SCG	PHILIPPINES	EMMA L AMPO	01334066
SCG	PHILIPPINES	MELANIE S MICIANO	01319083
SCG	PHILIPPINES	REYNALDO M ABUTIN	01314944
SCG	PHILIPPINES	ANTONIO B SANTIAGO	01327235
SCG	PHILIPPINES	GLORIA M ALAG	01322780
SCG	PHILIPPINES	JULIETA M OYTAS	01326229
SCG	PHILIPPINES	MARISSA C ALVARAN	01323986

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	CONSUELO C PASILIAO	01345872
SCG	PHILIPPINES	EMERINA S ZARZOSO	01324133
SCG	PHILIPPINES	MARINA R MESAJON	01324828
SCG	PHILIPPINES	BERNARDITA R BACTOL	01325544
SCG	PHILIPPINES	ROGELIO C MERCADO	01348157
SCG	PHILIPPINES	EUGENIANO S JALIMAO	01348793
SCG	PHILIPPINES	CELSO M PALO	01318218
SCG	PHILIPPINES	MARY LOU M OSIONES	01323804
SCG	PHILIPPINES	AVELINA D GREGORIO	01321519
SCG	PHILIPPINES	EMELITA N FRANI	01326963
SCG	PHILIPPINES	VICTORIA C MEDILO	01324083
SCG	PHILIPPINES	GLORIA S BUNAG	01322301
SCG	PHILIPPINES	ROBERTO B HERMOSURA	01321683
SCG	PHILIPPINES	MERIAM H HOMO	01317772
SCG	PHILIPPINES	LYDIA B ABUNDO	01311486
SCG	PHILIPPINES	EVANGELINE M DULDULAO	01310355
SCG	PHILIPPINES	FLORENCIA O CASTILLO	01325403
SCG	PHILIPPINES	RAUL M DE GUIA	01347431
SCG	PHILIPPINES	MARILOU R PONTILLAS	01325866
SCG	PHILIPPINES	MYRNA F CARLOS	01313995
SCG	PHILIPPINES	TERESITA C SANTIAGO	01319422
SCG	PHILIPPINES	TERESA W ACLAN	01318283
SCG	PHILIPPINES	WLLIAM R CARRASCA	01348348
SCG	PHILIPPINES	LEONILA S FRANCISCO	01341145
SCG	PHILIPPINES	MYRNA S VELASCO	01343547
SCG	PHILIPPINES	CESARIO C BANOG	01344248
SCG	PHILIPPINES	DORENDA E CORCUERA	01347688
SCG	PHILIPPINES	MIGUELITO L FEDERICO	01347894
SCG	PHILIPPINES	EDGARDO O LAZO	01348389
SCG	PHILIPPINES	RUBEN B DINIEGA	01352746
SCG	PHILIPPINES	ARCELI D PEREZ	01317939
SCG	PHILIPPINES	DANILO U AQUINO	01347928
SCG	PHILIPPINES	ROSARIO N RELLEVE	01322897
SCG	PHILIPPINES	EDUARDO S MOLERA	01339875
SCG	PHILIPPINES	ALMA G FERNANDEZ	01323283
SCG	PHILIPPINES	IRENE C BELARMINO	01317723
SCG	PHILIPPINES	FLORDELIZA D PALUMPON	01322772
SCG	PHILIPPINES	GODOFREDO C GARCIA	01330619
SCG	PHILIPPINES	VILMA A VIDAL	01315982
SCG	PHILIPPINES	ELENITA M UVERO	01326492
SCG	PHILIPPINES	SYLVIA T TAN	01337366
SCG	PHILIPPINES	GERTRUDES D COLLANTES	01351482
SCG	PHILIPPINES	MARIO C DATOR	01330593
SCG	PHILIPPINES	VALERIANA P PASCUA	01319968
SCG	PHILIPPINES	TERESITA P RONGAVILLA	01314225

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	JUSTITO H MEDIADO	01347100
SCG	PHILIPPINES	NELLY S SALANDO	01328761
SCG	PHILIPPINES	YOLANDA M JOSE	01326120
SCG	PHILIPPINES	ELSA L MEDINA	01319398
SCG	PHILIPPINES	ALFREDO M BAUTISTA	01354573
SCG	PHILIPPINES	HELEN D ZULLA	01321899
SCG	PHILIPPINES	EMILIA V PASILIAO	01316212
SCG	PHILIPPINES	LEVITA D COMIA	01312724
SCG	PHILIPPINES	MARITA P RETARDO	01323077
SCG	PHILIPPINES	LEONCIO L JAUDALSO	01330791
SCG	PHILIPPINES	OLIVIA S GABRIEL	01312914
SCG	PHILIPPINES	DANILO M ANONUEVO	01347589
SCG	PHILIPPINES	ELIZABETH S JIMENEZ	01315594
SCG	PHILIPPINES	LOLITA D SINGCOY	01326112
SCG	PHILIPPINES	MYRNA C CASTILLO	01315107
SCG	PHILIPPINES	IMELDA H VALERIANO	01314530
SCG	PHILIPPINES	MIRIAM M MARBELLA	01339198
SCG	PHILIPPINES	DAISY H CLAMOSA	01340980
SCG	PHILIPPINES	MARY ANN G DALUPAN	01348983
SCG	PHILIPPINES	NAZARIA M ROMERO	01344941
SCG	PHILIPPINES	PRISCILA P SILLANO	01337200
SCG	PHILIPPINES	ISABELITA R FLORES	01314423
SCG	PHILIPPINES	PERLITA R CALIOLIO	01312138
SCG	PHILIPPINES	ELEANOR P VILLAPANDO	01322541
SCG	PHILIPPINES	ROMAN Z DE CHAVEZ	01355913
SCG	PHILIPPINES	ELISA P PUZON	01323853
SCG	PHILIPPINES	ERLINA B BASALLOTE	01314464
SCG	PHILIPPINES	EDGARDO G BUNAG	01353140
SCG	PHILIPPINES	RENE F HOLGADO	01357760
SCG	PHILIPPINES	EXEQUIEL V ABAD	01355351
SCG	PHILIPPINES	MARITA B CUADERNO	01342697
SCG	PHILIPPINES	DALISAY B ROBLES	01316154
SCG	PHILIPPINES	FE A BOLANOS	01338356
SCG	PHILIPPINES	IRISH D ESPEJO	01312740
SCG	PHILIPPINES	MARISSA V FLORES	01310736
SCG	PHILIPPINES	CESAR B CANTUBA	01352779
SCG	PHILIPPINES	LIZAMER C ROMULO	01312930
SCG	PHILIPPINES	ARLENE M VIBAR	01325924
SCG	PHILIPPINES	LYDIA C SULLA	01337457
SCG	PHILIPPINES	AURORA R MOLDEZ	01330346
SCG	PHILIPPINES	GLORIA S APOLINARIO	01315164
SCG	PHILIPPINES	EVELINA D GONZALES	01317509
SCG	PHILIPPINES	DIOMEDES V BEQUILLO	01321741
SCG	PHILIPPINES	EUFRECINA M MAGPILI	01330056
SCG	PHILIPPINES	NILO L MASCULINO	01347662

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	LORNA P EDANG	01319299
SCG	PHILIPPINES	LEONILA A ESPONILLA	01337911
SCG	PHILIPPINES	VIRGINIA R SANTIAGO	01343331
SCG	PHILIPPINES	WILLIAM P PATUBO	01349874
SCG	PHILIPPINES	BERNARDITA R LEDDA	01337309
SCG	PHILIPPINES	ROSITA R NICODEMUS	01313151
SCG	PHILIPPINES	ANGELITO D RIVERA	01351334
SCG	PHILIPPINES	ROSALIE E DUENAS	01339800
SCG	PHILIPPINES	YOLANDA A REMO	01337812
SCG	PHILIPPINES	MODESTA B CARBONEL	01328340
SCG	PHILIPPINES	CARMELITA R ALMENARIO	01343240
SCG	PHILIPPINES	MARILOU J VILLEZA	01343802
SCG	PHILIPPINES	JOSEPHINE D MEDIANO	01327763
SCG	PHILIPPINES	MARLYN M APLASCA	01330064
SCG	PHILIPPINES	MARIA I ENCARNACION	01311585
SCG	PHILIPPINES	LECIA R MIRA	01323507
SCG	PHILIPPINES	LIGAYA B MASINDO	01325759
SCG	PHILIPPINES	ADELAIDA V ALANO	01329470
SCG	PHILIPPINES	IMELDA J QUINTERO	01328944
SCG	PHILIPPINES	MERLINDA M DUMALEN	01320008
SCG	PHILIPPINES	ANASTACIA G ARCIAGA	01325551
SCG	PHILIPPINES	ROSIE O ORDUNA	01346144
SCG	PHILIPPINES	LENY Y CRUZ	01337836
SCG	PHILIPPINES	NORA O BELTRAN	01320016
SCG	PHILIPPINES	ANTONIO B FERRER JR.	01347753
SCG	PHILIPPINES	MILAGROS L LEONEN	01339404
SCG	PHILIPPINES	SOLOMON L CLEMENTE	01347142
SCG	PHILIPPINES	CONSUELO B REBARTER	01327128
SCG	PHILIPPINES	MARIE-JANE M BAYOGO	01329371
SCG	PHILIPPINES	REYNALDO L BULACLAC	01348785
SCG	PHILIPPINES	ERNESTO T PALISOC	01355343
SCG	PHILIPPINES	HERODIA N RAMIREZ	01321584
SCG	PHILIPPINES	GLORIA C DEDICATORIA	01345674
SCG	PHILIPPINES	RUBY M AUSTRIA	01328050
SCG	PHILIPPINES	NORLANDO M RAMIREZ	01358747
SCG	PHILIPPINES	CRISTINA G COLDAS	01343539
SCG	PHILIPPINES	MELVIN G DESCALZO	01347977
SCG	PHILIPPINES	ELVIRA R BUERA	01327748
SCG	PHILIPPINES	RAFAELA I ESPINO	01325981
SCG	PHILIPPINES	ROSANNA A RAGOT	01344305
SCG	PHILIPPINES	ANITA D SISON	01331096
SCG	PHILIPPINES	SUSAN M DAGSAAN	01326542
SCG	PHILIPPINES	VICTORIA A KARUNUNGAN	01315776
SCG	PHILIPPINES	ELSA T MENDOZA	01322400
SCG	PHILIPPINES	ERNA R PENARANDA	01321808

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	EMELITA M MANALASTAS	01323234
SCG	PHILIPPINES	MA BELINDA A ESCORPION	01344388
SCG	PHILIPPINES	VIOLETA D PESIGAN	01319281
SCG	PHILIPPINES	AIDA G VILLA	01330940
SCG	PHILIPPINES	LYDIA D MARMETO	01319380
SCG	PHILIPPINES	AMORFINA R RAGOS	01339040
SCG	PHILIPPINES	MA SALOME M OBANDO	01345708
SCG	PHILIPPINES	ORLANDO D CONSUELO	01357834
SCG	PHILIPPINES	SUSANA O HERMOSISIMA	01331831
SCG	PHILIPPINES	RODOLFO J DAYO	01347563
SCG	PHILIPPINES	ANTONIO E SUBIERE	01331914
SCG	PHILIPPINES	LINDA D PETRACHE	01338661
SCG	PHILIPPINES	SHERLITA A PADUA	01340436
SCG	PHILIPPINES	BENHUR M ROMO	01347738
SCG	PHILIPPINES	CATALINA S LANDICHO	01340394
SCG	PHILIPPINES	ANGEL L PANTE	01311270
SCG	PHILIPPINES	EUSEBIA H FRANCIA	01316758
SCG	PHILIPPINES	JOSELITO T TORREGOZA	01333886
SCG	PHILIPPINES	JOCELYN T GUECO	01323523
SCG	PHILIPPINES	NENITA S ESCOBAR	01340303
SCG	PHILIPPINES	FILOMENA L GLINO	01339578
SCG	PHILIPPINES	IRMA E ESPALLARDO	01320180
SCG	PHILIPPINES	MA. ELENA D DEL MUNDO	01330916
SCG	PHILIPPINES	MERLY N AVENGOZA	01323549
SCG	PHILIPPINES	ANTHONY CESAR K LOPEZ	01358503
SCG	PHILIPPINES	MARILYN G PRESBITERO	01345344
SCG	PHILIPPINES	ISHMAEL D ORDONEZ	01356614
SCG	PHILIPPINES	MA. SHIRLEY G RELENTE	01337770
SCG	PHILLIPPINES	MYRNA O CULMINAR	01340642
SCG	PHILIPPINES	ELIZABETH R DELA CRUZ	01311643
SCG	PHILIPPINES	EMELITA D DIVINA	01341335
SCG	PHILIPPINES	JOCELYN S BARRIENTOS	01339727
SCG	PHILIPPINES	AMALIA U BERMUDEZ	01315529
SCG	PHILIPPINES	PERLITA D SAN PEDRO	01331567
SCG	PHILIPPINES	JOSEPHINE A ESPINA	01327938
SCG	PHILIPPINES	CECILIA E UBALDO	01343752
SCG	PHILIPPINES	JOSEPHINE V SALAZAR	01344552
SCG	PHILIPPINES	EDGAR M ENRIQUEZ	01349031
SCG	PHILIPPINES	LUCILA A YAMBAO	01340766
SCG	PHILIPPINES	MENCHITA L LAMPON	01339537
SCG	PHILIPPINES	MA. LYDWINA B NOLES	01337747
SCG	PHILIPPINES	ALICIA S ZAMORA	01325197
SCG	PHILIPPINES	GEMMA A LISTAURO	01323424
SCG	PHILIPPINES	REYNALDO C MALLARI	01348561
SCG	PHILIPPINES	CONCEPCION G HICARTE	01343976

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	MYRNA M DIMARANAN	01322319
SCG	PHILIPPINES	NILO D DAHINGO	01357604
SCG	PHILIPPINES	DIGNA D GONZALES	01321857
SCG	PHILIPPINES	ERNESTO V MOISES	01352753
SCG	PHILIPPINES	RONALDO L MANUBAY	01335972
SCG	PHILIPPINES	ARLYN A RICAFFRENTE	01345039
SCG	PHILIPPINES	MA. ROSARIO A BALDON	01338083
SCG	PHILIPPINES	PRESCILLA C BERNABE	01326443
SCG	PHILIPPINES	MELANI V KATIGBAK	01337622
SCG	PHILIPPINES	PEDRO A SILVESTRE	01347191
SCG	PHILIPPINES	GAVINA M DIVINO	01321782
SCG	PHILIPPINES	CRISTETA R BEDONIA	01321865
SCG	PHILIPPINES	MA. VICTORIA L ILAS	01324059
SCG	PHILIPPINES	EDWIN P MONTOYA	01341632
SCG	PHILIPPINES	ROSITA C RODRIGUEZ	01322764
SCG	PHILIPPINES	BEN O MEDENILLA	01335188
SCG	PHILIPPINES	LEONILA G DE VERA	01320677
SCG	PHILIPPINES	CRISTINA S DALIDA	01340667
SCG	PHILIPPINES	EDNA M JAVIER	01325734
SCG	PHILIPPINES	ELEANOR C GULIMAN	01323945
SCG	PHILIPPINES	ALBERTO R BILLONES	01347860
SCG	PHILIPPINES	TERESITA M MERCADER	01327110
SCG	PHILIPPINES	BENITA A LEGASPI	01344982
SCG	PHILIPPINES	ROWENA D JUMONONG	01322871
SCG	PHILIPPINES	EVANGELINE P FALCOTELO	01341954
SCG	PHILIPPINES	NORA E QUERIDO	01333456
SCG	PHILIPPINES	JENELITA S SAMSON	01338026
SCG	PHILIPPINES	ROMEO M BRUNO	01351706
SCG	PHILIPPINES	ROSALLA A VILLAMOR	01327433
SCG	PHILIPPINES	ELVIS C ABELLERA	01335964
SCG	PHILIPPINES	EDITHA S BERSAMINA	01344677
SCG	PHILIPPINES	JOCELYN J SORILLA	01343372
SCG	PHILIPPINES	REMEDIOS R RAMIREZ	01345021
SCG	PHILIPPINES	JONA S VULLAG	01340774
SCG	PHILIPPINES	LINDA B RAMORAN	01344768
SCG	PHILIPPINES	CLAUDIA G SAN GABRIEL	01343315
SCG	PHILIPPINES	LUISA P LEVARDO	01343158
SCG	PHILIPPINES	AVE O BUBAN	01343364
SCG	PHILIPPINES	HECTOR F KIM	01335931
SCG	PHILIPPINES	FLORENCIA G PLACIDO	01344974
SCG	PHILIPPINES	BUENAVENTURA M ORCULLO	01318036
SCG	PHILIPPINES	JOSELITO E SOLIS	01349650
SCG	PHILIPPINES	AUREA T CRUZ	01343141
SCG	PHILIPPINES	RICO M JIMENEZ	01345310
SCG	PHILIPPINES	ALEXANDER R CARTAGO	01352886

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	ROEL C MONTALES	01338927
SCG	PHILIPPINES	VICTORIA A SAMSON	01343489
SCG	PHILIPPINES	BRENDA M PADUA	01339560
SCG	PHILIPPINES	ANGUSTIA C CASTRO	01339891
SCG	PHILIPPINES	GILDA P ROMAN	01344099
SCG	PHILIPPINES	EDGAR P DE LEON	01347183
SCG	PHILIPPINES	WENCESLAO D RAGOT	01347092
SCG	PHILIPPINES	MILAGROS A AGUILA	01341251
SCG	PHILIPPINES	LESPAR P AQUINO	01347787
SCG	PHILIPPINES	RENATO G JOSEF	01352266
SCG	PHILIPPINES	ROMEO S SAMAR	01348314
SCG	PHILIPPINES	CHARLENE G BRAGA	01339321
SCG	PHILIPPINES	CHERRY C MANGLAPUS	01337408
SCG	PHILIPPINES	LOURDES-MA R CRUZ	01338281
SCG	PHILIPPINES	EDNA C BALDECANAS	01343778
SCG	PHILIPPINES	ENRICO C VIDA	01347936
SCG	PHILIPPINES	MAPABEL G SAMANIEGO	01337945
SCG	PHILIPPINES	RICARDO G DAMIAN	01352282
SCG	PHILIPPINES	GRACE-LUCILA B CORPUS	01337432
SCG	PHILIPPINES	CORNELIO B NASE	01348934
SCG	PHILIPPINES	ARLENE Z MUNASQUE	01342002
SCG	PHILIPPINES	ALEX C MENDOZA	01338125
SCG	PHILIPPINES	SUSAN L NACORDA	01337234
SCG	PHILIPPINES	MARIANO M MORA JR	01352985
SCG	PHILIPPINES	SOFIA A VIRAY	01343919
SCG	PHILIPPINES	PATROCINIO M ENRIQUEZ	01354411
SCG	PHILIPPINES	ANNABELLE R ILAS	01338224
SCG	PHILIPPINES	ELSIE M DURAN	01341400
SCG	PHILIPPINES	EULOGIA S MERCADO	01345237
SCG	PHILIPPINES	MELISSA A CARRASCA	01337507
SCG	PHILIPPINES	GIL JOEY L EBALDE	01348553
SCG	PHILIPPINES	MERLE M MARBELLA	01343224
SCG	PHILIPPINES	ROLANDO C BARGO	01344222
SCG	PHILIPPINES	ESTRELLA A POBLETE	01345955
SCG	PHILIPPINES	JOSEPHINE B DE GUZMAN	01338612
SCG	PHILIPPINES	VIRGINIA S CARRASCO	01340618
SCG	PHILIPPINES	ELEONOR D COLONA	01341749
SCG	PHILIPPINES	DOLORA R MACARAEG	01338752
SCG	PHILIPPINES	LYDIA GORDO	01341806
SCG	PHILIPPINES	AR??? VALENCIA	01341921
SCG	PHILIPPINES	GLENDA M NOFUENTE	01339867
SCG	PHILIPPINES	NESTOR P PAET	01348942
SCG	PHILIPPINES	ROSMOND S OBAS	01350146
SCG	PHILIPPINES	MA. JOSE M FABIA	01344230
SCG	PHILIPPINES	MOISES GILBUENA	01348751

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	YOLANDO G. YABUT	01352357
SCG	PHILIPPINES	FILIPINO A STA MARIA	01348280
SCG	PHILIPPINES	GINA P MONTOYA	01342564
SCG	PHILIPPINES	EMILIO F ESCOBAR	01344644
SCG	PHILIPPINES	PERLITA M ABRAHAM	01339974
SCG	PHILIPPINES	DENWOOD F LEGASPI	01347001
SCG	PHILIPPINES	EDUARDO D TAYAG	01344156
SCG	PHILIPPINES	FE R LAFUENTE	01338893
SCG	PHILIPPINES	ARLINA M SALANDANAN	01340030
SCG	PHILIPPINES	MELBALGAS M BAYOGO	01349916
SCG	PHILIPPINES	EMELITA P MATAHOM	01344743
SCG	PHILIPPINES	GINA O ARCIAGA	01340758
SCG	PHILIPPINES	MARCELA D DE VILLA	01344040
SCG	PHILIPPINES	MELCHOR B SEQUI	01349775
SCG	PHILIPPINES	YOLANDA B SANCHEZ	01339636
SCG	PHILIPPINES	MIRAFLOR B GIBAS	01339685
SCG	PHILIPPINES	JANUARIA R ZULUETA	01338687
SCG	PHILIPPINES	EDGARDO E DE CASTRO	01347746
SCG	PHILIPPINES	ELIZABETH G SERIOS	01342168
SCG	PHILIPPINES	JOSEFINA S CADUTDUT	01338810
SCG	PHILIPPINES	FELICIANO C ABALAIN JR.	01350385
SCG	PHILIPPINES	ROLEO M MARTINEZ	01352787
SCG	PHILIPPINES	ALLAN S ABOY	01342945
SCG	PHILIPPINES	JOANA J SILVANO	01338935
SCG	PHILIPPINES	MA. VISTACION A LOPEZ	01343232
SCG	PHILIPPINES	MAURO C SIETERIALES JR.	01357562
SCG	PHILIPPINES	ROLANDO A ROXAS	01349791
SCG	PHILIPPINES	CESAR M ENRIQUEZ	01348231
SCG	PHILIPPINES	MA. THERESA M COSTELO	01343349
SCG	PHILIPPINES	CARMELITA T REMOQUILLO	01343307
SCG	PHILIPPINES	GRACIA C ESPINOSA	01340865
SCG	PHILIPPINES	JOSE MA. A MINANA JR.	01359360
SCG	PHILIPPINES	SONIA E DE GUZMAN	01339586
SCG	PHILIPPINES	INOCENCIA A SAN JUAN	01338976
SCG	PHILIPPINES	HONORATO L SALINAS	01358214
SCG	PHILIPPINES	ROLANDO S BAUTISTA	01353108
SCG	PHILIPPINES	BERNARD B VILLAR III	01350849
SCG	PHILIPPINES	MARILYN C CONCEPCION	01343251
SCG	PHILIPPINES	ROSA F SANCHEZ	01342705
SCG	PHILIPPINES	MA. THERESA N MONZON	01340972
SCG	PHILIPPINES	MARIMOSE C BALIWAG	01340576
SCG	PHILIPPINES	ROGER C ROGADO	01349914
SCG	PHILIPPINES	ROWENA D FESALBON	01344826
SCG	PHILIPPINES	PHILIP D SOMES	01355244
SCG	PHILIPPINES	MARILYN T PAASA	01344651

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	JOSEPH F ESCARCHA	01347126
SCG	PHILIPPINES	ALFENIO B MAQUILING	01352860
SCG	PHILIPPINES	LEODEMAYO C CASIS	01357406
SCG	PHILIPPINES	LORETA B CARLES	01343471
SCG	PHILIPPINES	FLORENTINA C VERONA	01343828
SCG	PHILIPPINES	JOSEFINA A BIROG	01337259
SCG	PHILIPPINES	MARIANITA R BAYSON	01342812
SCG	PHILIPPINES	LILIBETH J ORINA	01342572
SCG	PHILIPPINES	ALEJANDRO T NAVIDAD	01350534
SCG	PHILIPPINES	MARINELA C ANICO	01341855
SCG	PHILIPPINES	ERMELITO V DELARA	01351201
SCG	PHILIPPINES	VICTORIA C ABORRO	01340428
SCG	PHILIPPINES	EDUARDO S BUENA	01356201
SCG	PHILIPPINES	JOSE VICENTE MIGUEL E CATILO	01357356
SCG	PHILIPPINES	PEDRO A PASUENGOS JR	01347571
SCG	PHILIPPINES	CRISELDA L ROMANES	01342515
SCG	PHILIPPINES	FERDINAND S CARINO	01347480
SCG	PHILIPPINES	JAIME B GONZALES	01351805
SCG	PHILIPPINES	GLORIA N PILAR	01343695
SCG	PHILIPPINES	JESUS T GARCIA	01347084
SCG	PHILIPPINES	MARISSA D SIMON	01346052
SCG	PHILIPPINES	TERESITA U OLAZO	01343687
SCG	PHILIPPINES	ANGELINA R ATILON	01343745
SCG	PHILIPPINES	MA. TERESA G ABOY	01342358
SCG	PHILIPPINES	WILLIAM E TAN	01347795
SCG	PHILIPPINES	GRACE S ANDAYA	01344586
SCG	PHILIPPINES	CRESENCIANO D ALIAS JR.	01353116
SCG	PHILIPPINES	LEONOR J MALAGUIT	01345146
SCG	PHILIPPINES	PATRICIO M REALIZAN	01354712
SCG	PHILIPPINES	CARLITO U CHACON	01355236
SCG	PHILIPPINES	ARTEMIO P MORA JR.	01350914
SCG	PHILIPPINES	ESTELITA P ALEJANDRO	01339958
SCG	PHILIPPINES	RHONIEL C TALUSAN	01357644
SCG	PHILIPPINES	MARY-JUNE V PASCUA	01346268
SCG	PHILIPPINES	NERISSA R SEALTIEL	01345716
SCG	PHILIPPINES	ANICETO V LAUDIZA	01358533
SCG	PHILIPPINES	ZENAIDA M CABANEZ	01347886
SCG	PHILIPPINES	IRENE S CUNANAN	01345971
SCG	PHILIPPINES	MA. SOCORRO L CLEMENTE	01338273
SCG	PHILIPPINES	AMANTE R FLORENDO	01351284
SCG	PHILIPPINES	MICHAEL ANDREW D PADILLA	01359081
SCG	PHILIPPINES	CORNELIO O BORDEOS	01357315
SCG	PHILIPPINES	ROMEO M DEMAFELIX	01357493
SCG	PHILIPPINES	BENJAMIN C GENECIRAN	01348991
SCG	PHILIPPINES	MARAVIC R DRIZ	01353132

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	BENEDICTO C BAQUIRAN	01355145
SCG	PHILIPPINES	MARLENE I ANDAYA	01346029
SCG	PHILIPPINES	EMMANUEL C SHIH	01348744
SCG	PHILIPPINES	MILTON M INAO JR.	01348967
SCG	PHILIPPINES	JOSELITO A REYES	01349148
SCG	PHILIPPINES	NORBERTO A PILASPILAS	01349700
SCG	PHILIPPINES	MARLOU C MOLDEZ	01340733
SCG	PHILIPPINES	RAMIRO D SORIANO	01359204
SCG	PHILIPPINES	ROEL D DECENA	01349767
SCG	PHILIPPINES	RUBEN U PALACIO	01359143
SCG	PHILIPPINES	NELSON O SEALTIEL	01347415
SCG	PHILIPPINES	JULIETA R ESCOTO	01333506
SCG	PHILIPPINES	FREDDIE G CASANTUSAN	01356592
SCG	PHILIPPINES	ROSELLER L SARMIENTO	01351292
SCG	PHILIPPINES	ROWENA C MANAIG	01350252
SCG	PHILIPPINES	VICTORIA T DINGAL	01349239
SCG	PHILIPPINES	ALBERT M REYES	01350088
SCG	PHILIPPINES	EDERLINDA Y PACUAN	01350997
SCG	PHILIPPINES	ARLEEN G PALMA	01352381
SCG	PHILIPPINES	ROCKY P SALDIVAR	01348181
SCG	PHILIPPINES	ZENAIDA G MENDOZA	01351029
SCG	PHILIPPINES	JOSEPHINE A CAOC	01356432
SCG	PHILIPPINES	GAVINO A CORONEL	01354395
SCG	PHILIPPINES	MERCEDITA P DACARA	01351367
SCG	PHILIPPINES	ROVELIA C REMOQUILLO	01351276
SCG	PHILIPPINES	GINALYN B BRIONES	01350807
SCG	PHILIPPINES	LEO E ESTREMERA	01355208
SCG	PHILIPPINES	BENJAMIN A UBALDO	01347878
SCG	PHILIPPINES	NORMAN RYAN R SALAZAR	01347035
SCG	PHILIPPINES	CORNELIO M ALMARIO	01348587
SCG	PHILIPPINES	GREG JOEL S SAEZ	01350716
SCG	PHILIPPINES	ARNELIO I ORIT	01359014
SCG	PHILIPPINES	MARY JANE C ALMENARIO	01350757
SCG	PHILIPPINES	IBARRA L REYNO	01358762
SCG	PHILIPPINES	FERNANDO F MERCADO	01347605
SCG	PHILIPPINES	ROBERTO A MUNOZ	01349106
SCG	PHILIPPINES	VICTOR P BERBON	01347704
SCG	PHILIPPINES	LORENA D BERONES	01344719
SCG	PHILIPPINES	OLIVIA A DE ARMAS	01351250
SCG	PHILIPPINES	MANUELA V BALTAZAR	01352704
SCG	PHILIPPINES	MARISSA J PEREZ	01349370
SCG	PHILIPPINES	VIRGILIO A SILVESTRE	01350740
SCG	PHILIPPINES	ALVIN L ATENDIDO	01355319
SCG	PHILIPPINES	CARLOS B HERMOSURA	01349734
SCG	PHILIPPINES	ANNA MAE D LOPEZ	01349387

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	DIOSA L PASCUAL	01352019
SCG	PHILIPPINES	LEONORA L LOMBOY	01352738
SCG	PHILIPPINES	GESILA L BALURAN	01349247
SCG	PHILIPPINES	JOSE N ABARRO	01357632
SCG	PHILIPPINES	PIEDAD L OCAMPO	01350468
SCG	PHILIPPINES	MEL AMOR C ESPOSO	01356693
SCG	PHILIPPINES	MONINA T TORAL	01351110
SCG	PHILIPPINES	JOCELYN M COSTELO	01350625
SCG	PHILIPPINES	MICHELLE P MENDOZA	01352613
SCG	PHILIPPINES	ANTHONY C DELOS SANTOS	01349098
SCG	PHILIPPINES	PORTIA E ESPELETA	01350708
SCG	PHILIPPINES	MARIA S MANGULABNAN	01351557
SCG	PHILIPPINES	BRENDA B MILLALOS	01353355
SCG	PHILIPPINES	EMMYLOU C ESCANO	01358242
SCG	PHILIPPINES	EDGAR R DELA CRUZ	01351227
SCG	PHILIPPINES	RITA C ARCENO	01350930
SCG	PHILIPPINES	JIMMY R CRUZATE	01357521
SCG	PHILIPPINES	ARNEL D DIMATULAC	01359194
SCG	PHILIPPINES	JOSEPHINE M MABUNGA	01350609
SCG	PHILIPPINES	ALVIN B ESPINOSA	01347373
SCG	PHILIPPINES	AMELIA P CENTINO	01349312
SCG	PHILIPPINES	MERCY D TANGLAO	01352712
SCG	PHILIPPINES	LEILA S ALEGRE	01352597
SCG	PHILIPPINES	ROWENA A PRESAS	01351862
SCG	PHILIPPINES	REXON C AGATON	01349007
SCG	PHILIPPINES	EDITHA P MIRARAN	01356861
SCG	PHILIPPINES	VICTOR R VALERIO	01347696
SCG	PHILIPPINES	JOSE MANUEL L BONAGUA	01359295
SCG	PHILIPPINES	AMANDY B GUZMAN	01349601
SCG	PHILIPPINES	SYLVIA A BABAN	01350633
SCG	PHILIPPINES	FROILAN T UBUNGEN	01349072
SCG	PHILIPPINES	BARBARA GRACE Q NIERRAS	01354080
SCG	PHILIPPINES	WLFREDO M SARMIENTO	01355069
SCG	PHILIPPINES	ERMINA M BUGARIN	01349452
SCG	PHILIPPINES	RODOLFO L JAMITO JR	01357653
SCG	PHILIPPINES	JOSE SAGISAG B MANGUNDAYAO	01353009
SCG	PHILIPPINES	AJIRICO M BRIONES	01353728
SCG	PHILIPPINES	CONSUELO P CONSTANTINO	01350302
SCG	PHILIPPINES	CARMINA B VELASCO	01349841
SCG	PHILIPPINES	PRISCILA G GLORIANI	01352142
SCG	PHILIPPINES	LORENA I BACERA	01352100
SCG	PHILIPPINES	DOROTEA V MANGALIMAN	01349437
SCG	PHILIPPINES	RICHARD H VILLANUEVA	01359212
SCG	PHILIPPINES	ROSARIO P ARTIENDA	01353936

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	JOSEPH-PATRICH B BONAOBRA	01348439
SCG	PHILIPPINES	VIRGIE G UACAY	01351128
SCG	PHILIPPINES	NOEMI N DE LA CRUZ	01350393
SCG	PHILIPPINES	VERONICA C QUIZON	01351045
SCG	PHILIPPINES	JEROME D GONZALES	01351219
SCG	PHILIPPINES	LENDALE P ANONAT	01359131
SCG	PHILIPPINES	LUIS PAUL S LIMGENCO	01359372
SCG	PHILIPPINES	LANI A TRINIDAD	01353886
SCG	PHILIPPINES	GERALDINE A PANALIGAN	01350922
SCG	PHILIPPINES	CARLOS R CRUZ III	01347613
SCG	PHILIPPINES	EDEN C FELIX	01349619
SCG	PHILIPPINES	NERIO C ALENO	01352522
SCG	PHILIPPINES	HENRY B TAGUM	01352308
SCG	PHILIPPINES	ARNEL R DELA CRUZ	01355434
SCG	PHILIPPINES	MA. BERTEZA A SANGEL	01354270
SCG	PHILIPPINES	VALENTIN F NAORBE	01362894
SCG	PHILIPPINES	MINERVA A CANTERAS	01350872
SCG	PHILIPPINES	REX S LAROGA	01351672
SCG	PHILIPPINES	VICTOR L JORDAN	01351748
SCG	PHILIPPINES	ESTER V MACHA	01351409
SCG	PHILIPPINES	ADRION EUGENE RAMOS	01353207
SCG	PHILIPPINES	ARLENE L RAVANCHO	01354163
SCG	PHILIPPINES	VILMA A TABORA	01349858
SCG	PHILIPPINES	LUISA C FACUNDO	01358471
SCG	PHILIPPINES	JOSEPHINE R ARBOLEDA	01354155
SCG	PHILIPPINES	MILDRED O SALES	01352233
SCG	PHILIPPINES	BEVERLY G PAGADUAN	01351540
SCG	PHILIPPINES	JESUS N VILLANUEVA	01355186
SCG	PHILIPPINES	SUNNY P EVANGELISTA	01354072
SCG	PHILIPPINES	MA. LEONORA B BALILA	01351458
SCG	PHILIPPINES	EDGAR C MARQUEZ	01349783
SCG	PHILIPPINES	HAHNSEN L ISIDRO	01359410
SCG	PHILIPPINES	LUTHER R PAYAD	01357594
SCG	PHILIPPINES	JASMIN T DINGAL	01356267
SCG	PHILIPPINES	MA. CECILIA M HERRERA	01358560
SCG	PHILIPPINES	RONALD D DE VERA	01351516
SCG	PHILIPPINES	RODOLFO T SIA	01351789
SCG	PHILIPPINES	PAUL D PADILLA	01355211
SCG	PHILIPPINES	ARNEL C LACUATA	01356731
SCG	PHILIPPINES	RAMON PAOLO N HONTIVEROS JR	01353090
SCG	PHILIPPINES	NESTOR B FADUL	01350377
SCG	PHILIPPINES	ROWENA O LEUS	01354403
SCG	PHILIPPINES	ERA M DIMARANAN	01350864
SCG	PHILIPPINES	LEONOR M GARCIA	01350880

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	BABETTE T ALCEDO	01356226
SCG	PHILIPPINES	NELEUS C SAN GREGORIO	01355269
SCG	PHILIPPINES	ELISEO D LIMPIADA	01349049
SCG	PHILIPPINES	CELSO I FLORES JR	01352928
SCG	PHILIPPINES	TOMMY T EVANGELISTA	01358024
SCG	PHILIPPINES	JEEVER REY YANDOG	01354801
SCG	PHILIPPINES	REDORA C GUADALUPE	01355943
SCG	PHILIPPINES	ROBERT M SAN JOSE	01352191
SCG	PHILIPPINES	CRISTY V MENDOZA	01350583
SCG	PHILIPPINES	MARIE JEAN R GUERRA	01358091
SCG	PHILIPPINES	FRANCISCA A SANGALANG	01354304
SCG	PHILIPPINES	AIRENE C REYES	01353215
SCG	PHILIPPINES	MA. CECILIA N GONZALES	01350641
SCG	PHILIPPINES	EMMANUEL O DELA CRUZ JR	01351698
SCG	PHILIPPINES	ANNABELLA BAWASANTA	01354849
SCG	PHILIPPINES	SAMUEL T SUAVERDEZ	01351524
SCG	PHILIPPINES	LEONORA C PALAD	01350989
SCG	PHILIPPINES	CORONICA C MASUNGSONG	01351094
SCG	PHILIPPINES	MA. SOFIA B ESCOTE	01352225
SCG	PHILIPPINES	RUTH M RIVERA	01351870
SCG	PHILIPPINES	AILEEN M TIBAYAN	01356794
SCG	PHILIPPINES	ELLEN J ORDONO	01349890
SCG	PHILIPPINES	ERLINDA G RODOLFO	01352068
SCG	PHILIPPINES	ROMMEL M FERNANDEZ	01359042
SCG	PHILIPPINES	NOLLY P INTON	01357703
SCG	PHILIPPINES	ELVIRA M TERRIBLE	01351086
SCG	PHILIPPINES	CARLA M BUHAY	01351003
SCG	PHILIPPINES	VICTORIA G PONCECA	01352647
SCG	PHILIPPINES	VIOLETA C DECENA	01350898
SCG	PHILIPPINES	EDGAR B BRENZUELA	01349130
SCG	PHILIPPINES	ERNESTO F CRUZ	01355392
SCG	PHILIPPINES	ADDONYZ B ANTONIO	01354353
SCG	PHILIPPINES	MARCELO S AMBAYEC	01353421
SCG	PHILIPPINES	JUAN ALFONSO D SUAREZ	01359162
SCG	PHILIPPINES	JOSEPHINE F GANGOZO	01352126
SCG	PHILIPPINES	DALE DELANO K DE LEON	01358988
SCG	PHILIPPINES	ROWEL A ARTUZ	01358774
SCG	PHILIPPINES	EMELITA R ASUNCION	01350427
SCG	PHILIPPINES	NOEL L PABILONA	01353033
SCG	PHILIPPINES	FATIMA UZEL G CABAGUI	01350450
SCG	PHILIPPINES	CONCHITA R CRUZ	01351052
SCG	PHILIPPINES	DANNY M BALLAD	01358863
SCG	PHILIPPINES	JOAN C SARMIENTO	01352241
SCG	PHILIPPINES	ROSEMARIE A ROXAS	01352258
SCG	PHILIPPINES	MYRA B CRUZ	01354383

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	MARY ANN P ORENDAIN	01352837
SCG	PHILIPPINES	JENNY D GONZALES	01354031
SCG	PHILIPPINES	MARIFI D GALAY	01351920
SCG	PHILIPPINES	LORNA V INTERIOR	01350229
SCG	PHILIPPINES	REGINALD D GUZMAN	01349080
SCG	PHILIPPINES	ANTONIO L MANGUBAT	01358370
SCG	PHILIPPINES	GEORGE MACAWILE	01354460
SCG	PHILIPPINES	JOEL P CABUNGCAL	01350039
SCG	PHILIPPINES	JOUEL A PINLAC	01359232
SCG	PHILIPPINES	CARINA A SUAREZ	01349965
SCG	PHILIPPINES	MARICEL A MOJICA	01355309
SCG	PHILIPPINES	LIJZVIMINDA D CRUCILLO	01354205
SCG	PHILIPPINES	MA. CRISELDA L MONTANANO	01350237
SCG	PHILIPPINES	MA. THERESA L HUBILLA	01352399
SCG	PHILIPPINES	VIRGINIA C GANCHERO	01350815
SCG	PHILIPPINES	EDELINA T NUESTRO	01349403
SCG	PHILIPPINES	LILIA S DORADO	01354445
SCG	PHILIPPINES	GLORIA S FELICIANO	01352423
SCG	PHILIPPINES	ALBERT B GARCIA	01350120
SCG	PHILIPPINES	CARLOTA C MANDOCDOC	01351995
SCG	PHILIPPINES	FERDINAND S ALDAS	01358976
SCG	PHILIPPINES	JOSEPH G TEMANEL	01353850
SCG	PHILIPPINES	MARIETTA M WAGWAG	01358065
SCG	PHILIPPINES	ANABEL O SEVILLA	01356242
SCG	PHILIPPINES	JULIETA M VERGARA	01353371
SCG	PHILIPPINES	ARIEL S ONA	01357612
SCG	PHILIPPINES	RAMIL P MANDOCDOC	01355277
SCG	PHILIPPINES	RODOLFO V MATIAS JR	01355137
SCG	PHILIPPINES	MELBA N DE LA CRUZ	01353504
SCG	PHILIPPINES	MARILOU D DE LEON	01351888
SCG	PHILIPPINES	LEONARDO B MARTINEZ	01358222
SCG	PHILIPPINES	MINA A LAMA	01350245
SCG	PHILIPPINES	ARLENE J OCAMPO	01354106
SCG	PHILIPPINES	MARIFINA T QUIRIMIT	01352571
SCG	PHILIPPINES	GINA V MACATANGAY	01350765
SCG	PHILIPPINES	MELANIE A CERVANTES	01353389
SCG	PHILIPPINES	MARCIALINO M VALERIO	01350369
SCG	PHILIPPINES	MA. CELIA A LASERNA	01351938
SCG	PHILIPPINES	ELEANOR F PASCUAL	01350211
SCG	PHILIPPINES	CIELO P HO	01354114
SCG	PHILIPPINES	LIZA A BON SOL	01349544
SCG	PHILIPPINES	CRISTINA D GONZALES	01349494
SCG	PHILIPPINES	RICHARD P SICOT	01354361
SCG	PHILIPPINES	RONALDO O RESONTOC	01354496
SCG	PHILIPPINES	RENEL JANTZE M BABIA	01359113

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	PHILIPPINES	ROBERTA F CALIMBAHIN	01351912
SCG	PHILIPPINES	MA. TERESA B JAVIER	01352696
SCG	PHILIPPINES	BERNADETTE L CORONEL	01349973
SCG	PHILIPPINES	LA VERNE H FRANCISCO	01355079
SCG	PHILIPPINES	ROLANDO E MENDOZA	01357582
SCG	PHILIPPINES	RICKY M POLIRAN	01359253
SCG	PHILIPPINES	MA. GINA L TUBERON	01352050
SCG	PHILIPPINES	JOSE C REFORMO	01358899
SCG	PHILIPPINES	ERWIN F BERNAL	01350179
SCG	PHILIPPINES	VILMA O ABEJERO	01356782
SCG	PHILIPPINES	MARIFE C ALAR	01352654
SCG	PHILIPPINES	DENNIS JOHN M HERRERA	01358192
SCG	PHILIPPINES	JOVANNIE C HILUANO	01360419
SCG	PHILIPPINES	SARAH B CALIZO	01352456
SCG	PHILIPPINES	LUISA G UACAY	01355962
SCG	PHILIPPINES	MA. VICTORIA T PERALTA	01353900
SCG	PHILIPPINES	LERMA P PENARANDA	01352209
SCG	PHILIPPINES	VICTORIA A GAMBOA	01352811
SCG	PHILIPPINES	MA. THERESA L PALALAY	01349197
SCG	PHILIPPINES	WENDELL V AGDEPPA	01357281
SCG	PHILIPPINES	IMELDA M CALOTES	01351466
SCG	PHILIPPINES	EMELIA Z APILAN	01352639
SCG	PHILIPPINES	JIMSER D DONATO	01354056
SCG	PHILIPPINES	ALMIRA G ALMAZAN	01357174
SCG	PHILIPPINES	JUDITH D SIA	01359071
SCG	PHILIPPINES	ROLANDO EDWIN O ONA	01353447
SCG	PHILIPPINES	MELODY P MANAMBAY	01357671
SCG	PHILIPPINES	RODERICK V SANDRO	01357711
SCG	PHILIPPINES	CRISTINA B DELOS REYES	01351243
SCG	PHILIPPINES	RHODA U CALAM	01352092
SCG	PHILIPPINES	CASTER B GASAPO	01355327
SCG	PHILIPPINES	ROSA A PEREZ	01353496
SCG	PHILIPPINES	BELLA M GUTIERREZ	01353512
SCG	PHILIPPINES	MA. DIVINA MENDOZA	01349361
SCG	PHILIPPINES	ROSEMARIEGIL S FERNANDEZ	01353987
SCG	PHILIPPINES	AMELIA D PAMA	01351904
SCG	PHILIPPINES	AILEEN A MERCADO	01356135
SCG	PHILIPPINES	JEFFREY H TORRENO	01358432
SCG	PHILIPPINES	RAYMOND S FRANCISCO	01348538
SCG	PHILIPPINES	RICHARD C CACHO	01359022
SCG	PHILIPPINES	JOEL A VELASCO	01349668
SCG	PHILIPPINES	ERLINA H MEJILLA	01350526
SCG	PHILIPPINES	MERCEDITA B MABUNGA	01356770
SCG	PHILIPPINES	MARINA L. OBUYES	01352290
SCG	PHILIPPINES	ANA?? INAO	01351359

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	PHILIPPINES	DOMINGO M LAGBAO	01353041
SCG	PHILIPPINES	JULIUS P QUINTERO	01355285
SCG	PHILIPPINES	GLORIA M ANIEL	01350401
SCG	PHILIPPINES	GLENDA V ROSALES	01350054
SCG	PHILIPPINES	ROSTUM D. BALOSBALOS	01357364
SCG	PHILIPPINES	EDISON R DELOS REYES	01357471
SCG	PHILIPPINES	CONCEPCION ALICEL S ESQUIVEL	01351375
SCG	PHILIPPINES	MELISSA B SAN PEDRO	01356972
SCG	PHILIPPINES	ALFREDO J SANTIAGO	01359261
SCG	PHILIPPINES	ALLEN S LEDESMA	01353199
SCG	PHILIPPINES	ELNORA V JUAN	01354371
SCG	PHILIPPINES	JENNIFER A TANDOC	01350161
SCG	PHILIPPINES	PERLA B NOTA	01352464
SCG	PHILIPPINES	GEMMA GRACE A MOTOS	01355954
SCG	PHILIPPINES	DULCE R DANDO	01354332
SCG	PHILIPPINES	ANTHONY M BATHAN	01355259
SCG	PHILIPPINES	ROWENA C BRENZUELA	01352373
SCG	PHILIPPINES	MARIANNE G LABRA	01349502
SCG	PHILIPPINES	FORTUNATO M ARIOLA	01351532
SCG	PHILIPPINES	WILFREDO B PERALTA	01357745
SCG	PHILIPPINES	RANDY F MALAGAMBA	01358453
SCG	PHILIPPINES	HAZEL S FERNANDICO	01358230
SCG	PHILIPPINES	MARY ANN B SALAZAR	01350682
SCG	PHILIPPINES	VIRGINIA V BASALLOTE	01352365
SCG	PHILIPPINES	MELBA B AMBAGAN	01349338
SCG	PHILIPPINES	EUTIQUIO RODERICK C CALAGUI	01355038
SCG	PHILIPPINES	RAYMOND S GARCIA	01355475
SCG	PHILIPPINES	MELANIE L BUSA	01357873
SCG	PHILIPPINES	MA. THERESA G LLAMAS	01359550
SCG	PHILIPPINES	CLARISA B CORPUZ	01352183
SCG	PHILIPPINES	ARNEL V ESQUIVEL	01358404
SCG	PHILIPPINES	ESPERANZA O BITUIN	01354122
SCG	PHILIPPINES	CELESTE A AGUSTIN	01351318
SCG	PHILIPPINES	CLYDE R FOLLANTE	01355228
SCG	PHILIPPINES	MA. JOY O VALIENTE	01350112
SCG	PHILIPPINES	ALGER B BERNIDO	01353553
SCG	PHILIPPINES	LEONILO M PEDROSA	01357733
SCG	PHILIPPINES	JENNIFER H CORPUZ	01349213
SCG	PHILIPPINES	DOMINADOR L ARMENIO JR.	01357442
SCG	PHILIPPINES	RAYMOND O GOLEZ	01358952
SCG	PHILIPPINES	GINALYN C BILLONES	01352829
SCG	PHILIPPINES	GERRY G ONG	01358875
SCG	PHILIPPINES	ELSA M DALAWANGBAYAN	01350500
SCG	PHILIPPINES	ESTRELLA S IBASCO	01354041

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	PHILIPPINES	FERNANDO M CHUA JR.	01356743
SCG	PHILIPPINES	ALAN Q TOLEDO	01355483
SCG	PHILIPPINES	GEORGE A JAURIGUE	01352340
SCG	PHILIPPINES	SHIRLEY D GOMEZ	01356921
SCG	PHILIPPINES	ELIZABETH M ORDINARIO	01349726
SCG	PHILIPPINES	EDISON G HERRERO	01358991
SCG	PHILIPPINES	NANCY D MALAGUM	01351607
SCG	PHILIPPINES	CELIA D BAUZON	01351946
SCG	PHILIPPINES	LEONARD P CLAUDIO	01353306
SCG	PHILIPPINES	MARY GRACE A NAVA	01355640
SCG	PHILIPPINES	MA ARLINA B LANDICHO	01349999
SCG	PHILIPPINES	GERALDINE V ELIJIDO	01353898
SCG	PHILIPPINES	RELIE TOM A AREVALO	01350005
SCG	PHILIPPINES	GUILLELMO III L ILAGAN	01358887
SCG	PHILIPPINES	RHODORA A HUGO	01351979
SCG	PHILIPPINES	PAUL R CAGUIA	01358661
SCG	PHILIPPINES	JOEL C QUINDOZA	01357265
SCG	PHILIPPINES	MA AMIHAN A GERAWA	01352431
SCG	PHILIPPINES	JEANETTE A GARCIA	01350492
SCG	PHILIPPINES	ERICK N GUTIERREZ	01356630
SCG	PHILIPPINES	MELANIE C OCAMPO	01352548
SCG	PHILIPPINES	TEOFILA B CAUBALEJO	01350070
SCG	PHILIPPINES	JOSEPHINE A OLAZO	01350559
SCG	PHILIPPINES	GLYN P DESQUITADO	01354221
SCG	PHILIPPINES	ALMA B PANALIGAN	01351987
SCG	PHILIPPINES	RIZAL V URRIQUIA	01350021
SCG	PHILIPPINES	CHRISTOPHER P GAQUI	01358444
SCG	PHILIPPINES	RICHARD S MUNOZ	01357240
SCG	PHILIPPINES	BRYAN O DELOS SANTOS	01354601
SCG	PHILIPPINES	LORENA A LAGUERTA	01352803
SCG	PHILIPPINES	JUVY R RETUTA	01357986
SCG	PHILIPPINES	CRISTINA M LORICA	01352845
SCG	PHILIPPINES	MICHAEL JOSEF T LAUREL	01359547
SCG	PHILIPPINES	GUISEL D SILVESTRE	01350823
SCG	PHILIPPINES	ELDA R FIDEL	01353363
SCG	PHIUPPINES	MICHELLE A SAREZ	01358572
SCG	PHILIPPINES	MA. CARMEN T ESTOR	01357059
SCG	PHILIPPINES	MARY ANN B PULMANO	01350773
SCG	PHILIPPINES	ELENA F HERMOGENO	01352670
SCG	PHILIPPINES	ROSIE D DELOS SANTOS	01352084
SCG	PHILIPPINES	ROWENA T GONZAGA	01354130
SCG	PHILIPPINES	CHRISTOPHER D BASILIDES	01357531
SCG	PHILIPPINES	LILIBETH L GARROVILLAS	01350328
SCG	PHILIPPINES	BELINDA L MORANTE	01354193
SCG	PHILIPPINES	MARY GRACE E REYES	01351136

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	PHILIPPINES	HILDA D AGBISIT	01352001
SCG	PHILIPPINES	ARNOLD MARK E ENCARNADO	01358848
SCG	PHILIPPINES	ROWENA S FLORANO	01349205
SCG	PHILIPPINES	FODITHA D BARAQUIO	01356259
SCG	PHILIPPINES	LUCY B HERMOSILLA	01353912
SCG	PHILIPPINES	ROSALIE E ALEGIOJO	01356952
SCG	PHILIPPINES	ANNA MARIE M ALPARAS	01350906
SCG	PHILIPPINES	LEANDRO PAOLO L REYES	01358521
SCG	PHILIPPINES	CRISTOPHER G VARON	01357481
SCG	PHILIPPINES	PAUL GABRIEL D PEREZ	01359535
SCG	PHILIPPINES	NANCY P MANILA	01351599
SCG	PHILIPPINES	STELLA A BIARES	01352035
SCG	PHILIPPINES	MARY JANE L MON	01354092
SCG	PHILIPPINES	DANTE C POZAS JR.	01357372
SCG	PHILIPPINES	MARY JANE P DIMAPASOC	01350567
SCG	PHILIPPINES	MINERVA V HERMOSILLA	01350435
SCG	PHILIPPINES	JENNIFER A DELOS SANTOS	01350971
SCG	PHILIPPINES	VIRGINIA G ALDOVINO	01354344
SCG	PHILIPPINES	CONNIE V PEREZ	01349395
SCG	PHILIPPINES	MARISA F VALLENTE	01358032
SCG	PHILIPPINES	ARLENE LEA T DELOS SANTOS	01358107
SCG	PHILIPPINES	ROSALIE P RIVERO	01352621
SCG	PHILIPPINES	LEA P DELTO	01356883
SCG	PHILIPPINES	JESMEL T RIOFLORIDO	01349528
SCG	PHILIPPINES	GERALD SIMON P AGUILAR	01356184
SCG	PHILIPPINES	CARLOTA S STO DOMINGO	01351151
SCG	PHILIPPINES	FATIMA E ESPOSO	01349411
SCG	PHILIPPINES	RENATO D CANARES	01358901
SCG	PHILIPPINES	GIOVANNI ALVIN U AGUAS	01355368
SCG	PHILIPPINES	SIONE L LOPEZ	01356077
SCG	PHILIPPINES	VILMA A CATALAN	01356143
SCG	PHILIPPINES	ERNESTO C FINES II	01357721
SCG	PHILIPPINES	MARIBETH A GRATUITO	01356523
SCG	PHILIPPINES	JESSICA G SANGANGBAYAN	01352043
SCG	PHILIPPINES	ALELI P DISTURA	01353963
SCG	PHILIPPINES	DIOSDADO F PASCUAL	01355006
SCG	PHILIPPINES	CARLO O ISURITA	01358646
SCG	PHILIPPINES	CRISTINA N VILLANUEVA	01356044
SCG	PHILIPPINES	MARY JANE A TUGANO	01356011
SCG	PHILIPPINES	CHRISTOPHER R RAMOS	01357463
SCG	PHILIPPINES	CHRISTINA A TOGONON	01356317
SCG	PHILIPPINES	RONNIE D LAURETA	01358913
SCG	PHILIPPINES	FERDINAND R. ESTILLOMO	01358786
SCG	PHILIPPINES	RHODORA M MAYANO	01355931
SCG	PHILIPPINES	JENNIFER S PEREZ	01356275

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	PHILIPPINES	ROSALIE O NOVELA	01354452
SCG	PHILIPPINES	MICHAEL L CATIGUM	01358412
SCG	PHILIPPINES	CLARA P SUMAYOD	01356028
SCG	PHILIPPINES	FRANCIS A BASA	01353348
SCG	PHILIPPINES	IAN C PONCE	01358925
SCG	PHILIPPINES	RODEL G SERIOS	01355376
SCG	PHILIPPINES	ANNLYN O BUBAN	01357001
SCG	PHILIPPINES	FEDRYAN T TRINIDAD	01359485
SCG	PHILIPPINES	RONNIE L ONG-IKO	01358511
SCG	PHILIPPINES	MARIFI P DIMAPASOC	01358057
SCG	PHILIPPINES	SAMSON B PADILLA	01354502
SCG	PHILIPPINES	MAUREEN C LACSON	01355994
SCG	PHILIPPINES	DONNA A UBALDO	01358622
SCG	PHILIPPINES	MARIBETH C AGDEPPA	01357042
SCG	PHILIPPINES	ERVIN LAWRENCE O PATE	01357257
SCG	PHILIPPINES	RENE BOY V BORADO	01358040
SCG	PHILIPPINES	ANALYN L GUERRERO	01367414
SCG	PHILIPPINES	MA. LOURDES JOSEFINA M VELECINA	01357543
SCG	PHILIPPINES	ANNALYN M LAURETA	01357998
SCG	PHILIPPINES	CRISTINA B VELASCO	01357109
SCG	PHILIPPINES	MA. CRISTINA S CORPUZ	01356059
SCG	PHILIPPINES	LUDWIG L DE MESA	01355057
SCG	PHILIPPINES	MYRA O TOMALIN	01356531
SCG	PHILIPPINES	KISANTO M BAGSIC	01357430
SCG	PHILIPPINES	LEONICO M MARTINEZ JR	01356515
SCG	PHILIPPINES	PETER EMERSON T MACHA	01357513
SCG	PHILIPPINES	ANA RINA C PALAD	01357861
SCG	PHILIPPINES	DONALD L NANTES	01356681
SCG	PHILIPPINES	ROY M OLARTE	01357380
SCG	PHILIPPINES	JOFFRE R VALDEZ	01356507
SCG	PHILIPPINES	ZENAIDA R PINTO	01356218
SCG	PHILIPPINES	SHERWIN E PENAFLO	01358305
SCG	PHILIPPINES	ROSEMELINDA G URBANO	01356309
SCG	PHILIPPINES	MARLON B MARTILLANO	01357341
SCG	PHILIPPINES	JIMMY A SUMAGAYSAY	01358949
SCG	PHILIPPINES	MAUREEN A QUIJANO	01356325
SCG	PHILIPPINES	JOVANIE D CLAVER	01358937
SCG	PHILIPPINES	MICHELLE B BONAOBRA	01356008
SCG	PHILIPPINES	NOVELLIAN C LOGA	01355970
SCG	PHILIPPINES	MA CENA B DOMINGO	01358115
SCG	PHILIPPINES	CONNIE R ALVAREZ	01356606
SCG	PHILIPPINES	MARILYN O GARCIA	01356127
SCG	PHILIPPINES	LIBRADA H BAUTISTA	01356151
SCG	PHILIPPINES	MA VICTORIA A ALTAREZ	01358123

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	PHILIPPINES	JINNY A ALVARADO	01356853
SCG	PHILIPPINES	MA CRISTINA F MERCADO	01357422
SCG	PHILIPPINES	DONNALIZA B DOMAGSANG	01356440
SCG	PHILIPPINES	JANNET K SAN MIGUEL	01356069
SCG	PHILIPPINES	MARICRIS P MAYNIGO	01357885
SCG	PHILIPPINES	CATHERINE M LAMBIQUIT	01356996
SCG	PHILIPPINES	GLORIA A TAPIA	01356291
SCG	PHILIPPINES	ALMA LEA O UBALDE	01356984
SCG	PHILIPPINES	IVY A BARRIENTOS	01356176
SCG	PHILIPPINES	LEILANI C LACSON	01356283
SCG	PHILIPPINES	ELENA C PASCUA	01356036
SCG	PHILIPPINES	MARLYN C PALAD	01358331
SCG	PHILIPPINES	RENATO M DELOS REYES	01348710
SCG	PHILIPPINES	REYMOND R FARAON	01357331
SCG	PHILIPPINES	MANOLO R OCAMPO	01349155
SCG	PHILIPPINES	LOPEZ TONY	01358503

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - SINGAPORE

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	----	-----
SCG	S'pore	LOW KENG LEONG	01609133
SCG	S'pore	CHENG CHEE KIONG	01700084
SCG	S'pore	CHEONG TENG HOE	01700149
SCG	S'pore	CHEW MING HIAN	01700350
SCG	S'pore	CHONG CHOON JENG	01700394
SCG	S'pore	FOONG WAI KEONG	01700441
SCG	S'pore	GAN PO LI	01700388
SCG	S'pore	KOH KENG WUI	01700404
SCG	S'pore	KOUK CHUNG FAI	01700330
SCG	S'pore	KUAN KIAT MIN	01700148
SCG	S'pore	KWOK PENG KWAN DAVID	01700447
SCG	S'pore	LAM KWOK KAY KEITH	01700029
SCG	S'pore	LEE GEOK HUA	01700103
SCG	S'pore	LEE WAI BIN	01700100
SCG	S'pore	LEE YEN CHEONG	01700377
SCG	S'pore	LEE YI QIAN	01700409
SCG	S'pore	LEONG WENG CHEW	01700083
SCG	S'pore	LEUNG KWONG HANG	10090381
SCG	S'pore	LEUNG WANG SHUN	01700048
SCG	S'pore	LIEW WAI KEONG	01700032
SCG	S'pore	LIM CHIT HIANG	01700033
SCG	S'pore	LIM HUI LENG	01700164
SCG	S'pore	LIM TECK BUN	01605572
SCG	S'pore	LONG TIEN KIAN	01700224
SCG	S'pore	MAK MOON KUEN	01700150
SCG	S'pore	NAOMI IMANAKA	01700431
SCG	S'pore	NG CHI MAN HECTOR	01700400
SCG	S'pore	NG KEAR KEN STEPHEN	01700389
SCG	S'pore	NG MUN YEE	01700013
SCG	S'pore	NG PENG HENG	01700155
SCG	S'pore	NG WAI YEE	01700135
SCG	S'pore	POON KUM CHOON	01700354
SCG	S'pore	QUEK LENG LI CELIA	01700191
SCG	S'pore	SHI ZHENG	01700229
SCG	S'pore	SIEW MAY FONG	01700177
SCG	S'pore	SNG BOON YEOW	01700334
SCG	S'pore	SO WAI MAN	01700152
SCG	S'pore	SOH CHAIT SENG	01700010
SCG	S'pore	SUEN CHIU KEUNG	01700015
SCG	S'pore	TAN HOCK WENG	01700392
SCG	S'pore	TAN KAY PHONG	01700158
SCG	S'pore	TAN KOON SIA	01700355
SCG	S'pore	TANG TUNG WEI	01700351

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	S'pore	TAY CHIN BEE	01700361
SCG	S'pore	TAY GUAN LENG EDWARD	01700179
SCG	S'pore	TEO SEE SEE	01800244
SCG	S'pore	WONG SOEK MENG	01700203
SCG	S'pore	WONG YOOK CHIN	01700093
SCG	S'pore	YEO TIONG KHENG	01700357
SCG	S'pore	YEO WEE LEONG	01700105

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - SPAIN

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	Madrid	MARIA EUGENIA TURRIION	26330007

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - SWEDEN

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	SWEDEN	BJORNSTAD, EVA	25320008
SCG	SWEDEN	NICLAS PETERSSON	25320035

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - SWITZERLAND

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	----	-----
SCG	SWITZERLAND	BECKY MUMMA	10033715
SCG	SWITZERLAND	CORINNE MASSETTI	26300958
SCG	SWITZERLAND	KATHY SPENCE	26300883
SCG	SWITZERLAND	URS MENZI	26300093
SCG	GENEVA-ESC	TOM EDGAR	26300894
SCG	GENEVA-ESC	CORINNE MASSETTI	26300958
SCG	GENEVA-ESC	BECCI MUMMA	10033715
SCG	GENEVA-ESC	KATHY SPENCE	26300883

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - THAILAND

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SCG	Thai	ANUCHIT V.	00509001
SCG	Thai	BOONNAYANON NAMPEUNG	00509006

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - TAIWAN

GROUP	LOCATION	NAME	COMMERCE ID
SCG	TWN	CHIU LISA	1010206
SCG	TWN	LEE ANNIE	1010252
SCG	TWN	CHOU GRACE	1010098
SCG	TWN	JACK TU	01010180
SCG	TWN	HARVEST WANG	01010235
SCG	TWN	AL CHIANG	01010300
SCG	TWN	FRANCIS CHIEN	01010042
SCG	TWN	CLEMENCE CHU	01010198
SCG	TWN	CHEN, DAISY	640000984
SCG	TWN	HSU, Y C	640001489
SCG	TWN	LIANG J Y	640000525
SCG	TWN	WANG J J	640024577
SCG	TWN	WU B F	640031373
SCG	TWN	YANG L H	640035216
SCG	TWN	WILLIAM JEAN	64001023
SCG	TWN	SHEN P H	64033604
SCG	TWN	KANG C H	64026451
SCG	TWN	JONATHAN CHANG	64002154

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - UNITED STATES

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	AL03	CHANEY, RICK L	10052228
SCG	AL03	DAVIDSON, MICHAEL A	10015168
SCG	AL03	MAYES, LYNN LEA	10099583
SCG	AL03	MC GOUGH, DAVID	10132896
SCG	AL03	MCCANDLESS, DANIEL E	10031029
SCG	AL03	PHILLIPS, MICHAEL J	10110993
SCG	AL03	ROWSE, THOMAS	10130920
SCG	AL03	TONEY JR HURCEY H	10059706
SCG	AL03	WILLLLAMS, TIMOTHY L	77012342
SCG	AZ01	ADAMI, DANIEL R	10125882
SCG	AZ01	ADAMS, GREGORY J	10110853
SCG	AZ01	ADAMS, SHELLE	18000534
SCG	AZ01	ADAMS, STEVEN	10116213
SCG	AZ01	ADAMS, VICKI L	10073681
SCG	AZ01	AGUAYO, TONI B	10078353
SCG	AZ01	AGUILERA, MARY	10075397
SCG	AZ01	AI, XLAOHONG R	10110044
SCG	AZ01	AKERS, STEVEN M	10080455
SCG	AZ01	ALANIS, AGUSTIN	18003120
SCG	AZ01	ALEJANDRO, GUADALUPE	10072596
SCG	AZ01	ALEXANDER, DENNIS W	10072566
SCG	AZ01	ALEXANDER, KENNETH L	10023253
SCG	AZ01	ALFARO, RUDY F	10079163
SCG	AZ01	ALFIER, IDA L	10071917
SCG	AZ01	ALLDREDGE, ANTOINE D	10079007
SCG	AZ01	ALLEN, BETTY J	10076180
SCG	AZ01	ALLEN RICHARD L	10061687
SCG	AZ01	ALLEN, SCOTT	18002147
SCG	AZ01	ALMESFER, BASSAM S	10080573
SCG	AZ01	ALTERGOTT, MYRA G	10080728
SCG	AZ01	ALVAREZ, EMILY A	10079068
SCG	AZ01	ALVAREZ, LEONIDA C	10084661
SCG	AZ01	ALVAREZ, MARLA C	10080953
SCG	AZ01	ALVILLAR, EMILIA	10070982
SCG	AZ01	AMALIO CARA	10105642
SCG	AZ01	AMDAHL, JOEL L	10117885
SCG	AZ01	AMORE, LYNDA J	10079746
SCG	AZ01	AMORIN, PAMELA E	10012959
SCG	AZ01	ANDERSEN, TOM	18000628
SCG	AZ01	ANDERSON, CHAD M	18001527

GROUP	LOCATION	NAME	COMMERCE ID
SCG	AZ01	ANDERSON, DAVID L	10074776
SCG	AZ01	ANDERSON, LYDIA R	10072060
SCG	AZ01	ANDERSON, NEILL W	10058834
SCG	AZ01	ANDERSON, ROBERT	18004039
SCG	AZ01	ANDERSON, SAMUEL J	10090866
SCG	AZ01	ANDERSON, THOMAS A	10019656
SCG	AZ01	ANDERSON, WALTER K	10052257
SCG	AZ01	ANGLE, BRANDI	18002555
SCG	AZ01	ANTILLON, CAROLYN	10080175
SCG	AZ01	ANZAR, ROSE C	10075023
SCG	AZ01	ARAGON, GLORLA L	10075159
SCG	AZ01	ARAIZA, ROBERT J	10071832
SCG	AZ01	ABBIZU, MARCIA L	10090300
SCG	AZ01	ARBUCKLE, CLAUDIA D	10071520
SCG	AZ01	ARENAS, ERLINDA	18002267
SCG	AZ01	ARGAEZ, LUIS	10067039
SCG	AZ01	ARIZPE, MARIA	18004812
SCG	AZ01	ARMSTRONG, CORY	18000970
SCG	AZ01	ARMSTRONG, IRENE J	10088425
SCG	AZ01	AROMOLARAN, ADEBOLA A	10075204
SCG	AZ01	ARVIZO, PATSY	10078010
SCG	AZ01	ASCOLI, SR., DON M	10066682
SCG	AZ01	ASCOLI, MARIO D	10078899
SCG	AZ01	ASHSROOK, ANITA J	10046896
SCG	AZ01	ATANOVICH, MARK T	10019145
SCG	AZ01	ATKINSON, ROBERT P	10005079
SCG	AZ01	AUSTIN, JON H	10088509
SCG	AZ01	AVALOS, CECILIO C	10085364
SCG	AZ01	AVALOS, MICHAEL	18000892
SCG	AZ01	AYERS, LINDA K	10076330
SCG	AZ01	AZZI, MICKAEL A	10079605
SCG	AZ01	BABASICK-CELAYA, VIRGINA	10074848
SCG	AZ01	BABB, DEBORAH A	10021580
SCG	AZ01	BACA, BONNIE L	10080123
SCG	AZ01	BACA, MARIA C	10080122
SCG	AZ01	BACA, PAMELA K	10080281
SCG	AZ01	BACA, ROSEMARIE	10071540
SCG	AZ01	BACON, STEVE M	10076058
SCG	AZ01	BADIEE, SHAHIN S	10128687
SCG	AZ01	BADILLA, RODOLFO C	10103062
SCG	AZ01	BAEK, AE HEE	10090360
SCG	AZ01	BAEZ, ALFONSO	10078711
SCG	AZ01	BAILEY, RICHARD A	10103569
SCG	AZ01	BAKER, DAWN M	18005168
SCG	AZ01	BALBAS, RANDIE	18001287

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	BALDWIN, TERRY S	10074252
SCG	AZ01	BALK, DAMIEN J	10126564
SCG	AZ01	BALLAS, HELEN M	10092179
SCG	AZ01	BALSTER, GERALD E	10084311
SCG	AZ01	BANDA, GILBERT	10073974
SCG	AZ01	BANDA, MARGARITA P	10076355
SCG	AZ01	BANKS, JANET	10028897
SCG	AZ01	BARAGAU, DORU	10091076
SCG	AZ01	BARBARI, DONALD G	10070824
SCG	AZ01	BARBEE, ADAM A	10103986
SCG	AZ01	BARLETT, JR. SALVADORE P	10011422
SCG	AZ01	BARLOW, DONALD	18002503
SCG	AZ01	BARRERA, TONY O	18001529
SCG	AZ01	BARRIOS, BENEDICT	10135900
SCG	AZ01	BARSKAK, TORI	10090801
SCG	AZ01	BARTELS, DAVID W	10121735
SCG	AZ01	BARTELT, PAUL W	10016364
SCG	AZ01	BARTLETT, SONDRA D	10068811
SCG	AZ01	BARTLEY, RICKEY D	10060313
SCG	AZ01	BARTON, CHARLES	18000210
SCG	AZ01	BARTON, GEORGE J	10068221
SCG	AZ01	BARTON, VICKY L	10136546
SCG	AZ01	BASS, JONATHAN	18001055
SCG	AZ01	BATES, HENRY E	10002209
SCG	AZ01	BATISTE, VALERIE M	10073964
SCG	AZ01	BATTLES, STANLEY J	10020976
SCG	AZ01	BAUER, CHRISTOPHER	10129684
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SCG	AZ01	BAUER, SHELLEY K	10135685
SCG	AZ01	BAUMANN, GERALD A	10067762
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SCG	AZ01	BEAL, JEAN A	10024507
SCG	AZ01	BEARDSLEE, SUSAN	10025492
SCG	AZ01	BEASLEY, WILLIAM	18000031
SCG	AZ01	BEAUDIN, DENISE L	10063723
SCG	AZ01	BECHTOLD, JESSIE A	10074339
SCG	AZ01	BECKER, CHAD	18002061
SCG	AZ01	BECKLEY, DENNIS R	10077519
SCG	AZ01	BEDARD, TERRY C	10049710
SCG	AZ01	BELLO, ERNESTO G	10075199
SCG	AZ01	BELLO, FERNANDO A	10083854
SCG	AZ01	BELLO, LIDIA	10079012
SCG	AZ01	BELMONT, STEVEN R	10006872
SCG	AZ01	BELTRAN, LUCY C	10076753

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	BENAVIDEZ, MARIA A	10100727
SCG	AZ01	BENDER, JOHN R	10011637
SCG	AZ01	BENNETT, KARYN D	10060083
SCG	AZ01	BENSON, JOYCE M	10075670
SCG	AZ01	BENTLEY, DAVE S	10075550
SCG	AZ01	BERBNER, FRED	10004165
SCG	AZ01	BERG, REBECCA L	10119394
SCG	AZ01	BERNARD, KEITH R	10072305
SCG	AZ01	BERRY, ELIZABETH A	10048712
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SCG	AZ01	BERRYMAN, TRINA A	10061499
SCG	AZ01	BESAW, JON E	10114903
SCG	AZ01	BESWICK, RICKY	10086148
SCG	AZ01	BIANCONI, JOSEPH R	18005845
SCG	AZ01	BIAS, CONSTANCE M	10071435
SCG	AZ01	BIAS, REX L	10075997
SCG	AZ01	BINEYARD, ALICIA, N	10118330
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SCG	AZ01	BLACKWELL, PATRICIA A	10008657
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SCG	AZ01	BLUME, TASHA	18003632
SCG	AZ01	BOBBITT, CHARLES E	10013530
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SCG	AZ01	BOGACZ, MARCIN R	10107278
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SCG	AZ01	BOHNER, LINDA D	10071186
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SCG	AZ01	BOND, MARK J	10058956
SCG	AZ01	BOOTH, LEANN I	10125122
SCG	AZ01	BOPKO, JEREMIAH J	18001027
SCG	AZ01	BORBOA, EVELYN D	10004521
SCG	AZ01	BORBON, MARTIZA	10064676
SCG	AZ01	BORCZAK, RICHARD P	10029419

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	BORTNIAK, DEBORAH D	10076576
SCG	AZ01	BOSCO, KAREN M	10037570
SCG	AZ01	BOUCHER, FERNANDE R	10000111
SCG	AZ01	BOUGHTER, D LAWRENCE	10009406
SCG	AZ01	BOWLER, MARGERAT M	10099635
SCG	AZ01	BOWMAN, JENNI M	10129680
SCG	AZ01	BOWMAN, LINDA	10076829
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SCG	AZ01	BRADSHAW, DIANE L	10060288
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SCG	AZ01	BROCK, CHERYL M	10076481
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SCG	AZ01	BROGDON, JOSEPH	18002583
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SCG	AZ01	BROOKE, VERONICA	10121182
SCG	AZ01	BROOKS, MARVIN R	10076111
SCG	AZ01	BROOKS, STACY R	18003988
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SCG	AZ01	BROWN, BETTY	10009957
SCG	AZ01	BROWN, DAVID P	10047224
SCG	AZ01	BROWN, DELIA	10059363
SCG	AZ01	BROWN, HELEN P	10013243
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	BRUCE, JOHN C	10074691
SCG	AZ01	BRUCHHAUSER, BRIAN	18001335
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SCG	AZ01	BRUNS, LAUREN J	10071587
SCG	AZ01	BRYAN, STEVEN	10045954
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SCG	AZ01	BUCALO, CHRISTINE L	10071570
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SCG	AZ01	BUCHDA, RICHARD R	10050136
SCG	AZ01	BUDDE, JR. DONALD K	10095857
SCG	AZ01	BUEHRER, DIANA L	10111739
SCG	AZ01	BUETI, ENCARNACION N	10007132
SCG	AZ01	BUFFINGTON, SCOTT A	10072004
SCG	AZ01	BUGH, ROBERT R	18003727
SCG	AZ01	BUHRMAN, ROBERT D	10079424
SCG	AZ01	BUJOR, LIDIA	10130210
SCG	AZ01	BULLOCK, STEPHEN	18002552
SCG	AZ01	BURANICH III, LOUIS J	10018515
SCG	AZ01	BURCHFIELD, ROBERT G	10064938
SCG	AZ01	BURCKHARDT, DOUGLAS A	10034517
SCG	AZ01	BURKS, ERIC LEE	10021909
SCG	AZ01	BURLEY, DARLENE D	18003809
SCG	AZ01	BURNER, JOSEPH	18002270
SCG	AZ01	BURNER, JOSEPH	10075244
SCG	AZ01	BURNHAM, VICTORIA H	10096956
SCG	AZ01	BURNS, DARRYL H	10013022
SCG	AZ01	BURNS, KELLY	18003985
SCG	AZ01	BURNS, KENNETH R	10081140
SCG	AZ01	BURRIS, SHERRI L	10080966
SCG	AZ01	BURROWS, JEWEL F	10073454
SCG	AZ01	BURTON, LINCOLN T	10116621
SCG	AZ01	BUZARD, DOUGLAS	10046598
SCG	AZ01	BUZULECIU, CAROL	18000287
SCG	AZ01	BYE, DEBORAH L	10116417
SCG	AZ01	BZDAK, PATRICK	18000151
SCG	AZ01	CACHUELA, KAYETHEA M	10079603
SCG	AZ01	CAFFREY, ERIC	10128324
SCG	AZ01	CAIN, ALISPA R	10071182

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SCG	AZ01	CAIN, ANNIE	10052016
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SCG	AZ01	CALBERT, HURLEY D	10073387
SCG	AZ01	CAMERON, PAUL A	10073528
SCG	AZ01	CAMPBELL, DANIEL M	10100626
SCG	AZ01	CAMPBELL, DIANE S	10051872
SCG	AZ01	CAMPBELL, SHIRLEY A	10079117
SCG	AZ01	CAND, PHILIPPE	26301167
SCG	AZ01	CANEZ, TERRY	10079402
SCG	AZ01	CANNING, MARK	18004086
SCG	AZ01	CANNIZZARO, DANIELLE E	10096910
SCG	AZ01	CANNON, TIMOTHY J	18002642
SCG	AZ01	CANO, MARTINA E	10076016
SCG	AZ01	CAPUCCIO, JOHN A	18003746
SCG	AZ01	CARAMANZANA, COURTNEY R	18002841
SCG	AZ01	CARILLO, ELIZABETH M	10096436
SCG	AZ01	CARILLO, LEOPOLDO	10071902
SCG	AZ01	CARLSON, GREGORY A	10080859
SCG	AZ01	CARLTON, SHANNON M	10116230
SCG	AZ01	CARNES, ROSS O	10067495
SCG	AZ01	CARPENTER, JR WILLIAM N	10071434
SCG	AZ01	CARRASCO, ERNESTO R	10125124
SCG	AZ01	CARRIERES MARGARET M	10074890
SCG	AZ01	CARROLL, JERRY	18000969
SCG	AZ01	CARTER, GLORYA DAWN	10078424
SCG	AZ01	CARTER, JARVIS L	10059799
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SCG	AZ01	CASEY, LINDA G	10078422
SCG	AZ01	CASSADY, LINDA O	10136728
SCG	AZ01	CASTORENA. HILARIE R	18003804
SCG	AZ01	CASTRO, ROSALIE A	10080287
SCG	AZ01	CASTRO, RUBY R	10080452
SCG	AZ01	CAVAZOS, HILDA G	10079971
SCG	AZ01	CAVAZOS, SHIRLEY A	10110571
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SCG	AZ01	CHAE-JACOBSEN YOUNG-DEO	10135547
SCG	AZ01	CHAFEY, VERLAM	10021883
SCG	AZ01	CHAIN, ELIZABETH	10031384
SCG	AZ01	CHANDRAMOHAN, SUBRAMANI	10090604
SCG	AZ01	CHANEY, CHRISTOPHER S	10077355
SCG	AZ01	CHAPMAN, AMBER R	18005521
SCG	AZ01	CHAPMAN, LINDSAY T	10071550
SCG	AZ01	CHARLTON, PATSY J	10079586

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SCG	AZ01	CHARRON, STEPHEN J	10001935
SCG	AZ01	CHATHAM, CHARLES W	10075114
SCG	AZ01	CHAVEZ, ANDREW C	10118572
SCG	AZ01	CHAVOYA, WALTER R	10129804
SCG	AZ01	CHAWLA, VIRENDRA K	10116905
SCG	AZ01	CHAYDEZ, ADOLFO M	10074855
SCG	AZ01	CHEATHAM, JUDITH A	10088329
SCG	AZ01	CHENEY, LE W	10041418
SCG	AZ01	CHENG, HEMEN	18002548
SCG	AZ01	CHERRY, ANNETTE M	10071384
SCG	AZ01	CHEST, JOANNE	10080734
SCG	AZ01	CHILL, BRUCE W	10125347
SCG	AZ01	CHIOU, HERNG DER	10064381
SCG	AZ01	CHISM, JACK	18005332
SCG	AZ01	CHISM, LORI D	10116796
SCG	AZ01	CHOULES, ROBERT P	10076927
SCG	AZ01	CHRISTESON, JULIE H	10073765
SCG	AZ01	CHROL, MARIA	10076135
SCG	AZ01	CHRONISTER, SR. DOYLE	10067499
SCG	AZ01	CHURCHWELL, VALERIE D	10136448
SCG	AZ01	CISNEROS, MATILDA	10068709
SCG	AZ01	CLANCY, WENDY L	18001881
SCG	AZ01	CLARE, ROBERT	10090524
SCG	AZ01	CLARK, CRAIG A	10076847
SCG	AZ01	CLARK, ELIZIADA M	10021599
SCG	AZ01	CLARK, TRACY	18003197
SCG	AZ01	CLARKSON, GREGORY E	10120974
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SCG	AZ01	CODDINGTON, BARBARA A	10073818
SCG	AZ01	COFFMAN, JOHN P	10109159
SCG	AZ01	COHEN, RICHARD	10066105
SCG	AZ01	COLES, JO ONNA	10076284
SCG	AZ01	COLLIER, SUSAN A	10079177
SCG	AZ01	COLLINS, JUDY A	10075020
SCG	AZ01	COLOGNA, VICTORIA J	10080602
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SCG	AZ01	COLON, ANTONIO	10121040
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SCG	AZ01	CONERLY, JOHN E	10060750
SCG	AZ01	CONLIN, JR ROBERT	10078071
SCG	AZ01	CONNER, DENNIS	10072660
SCG	AZ01	CONNER, DIANE	10065936
SCG	AZ01	CONNER, DONALD W	10107914
SCG	AZ01	CONNER, TINA	10067276

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	CONTRERAS, NANCY A	10074532
SCG	AZ01	CONTRYMAN, ROBERT L	10006157
SCG	AZ01	COOK, JR JOHN S	10130841
SCG	AZ01	COOK, ROBERT W	10022548
SCG	AZ01	COOKMAN, JIMMIE J	10078702
SCG	AZ01	COOKMAN, TOBIN	18002775
SCG	AZ01	COOPER KEEBLE, CRYSTAL	10009341
SCG	AZ01	COREA, RUCGARD A	10071130
SCG	AZ01	CORLEY, JEAN L	10090371
SCG	AZ01	CORNELL, CHARLES D	10078993
SCG	AZ01	CORNELL, HAZEL	10078904
SCG	AZ01	CORNELL, KEARY	10080343
SCG	AZ01	CORONADO, SERGIO	18001749
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SCG	AZ01	CORTEZ, CARMEN L	10074167
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SCG	AZ01	COTA, FRANCINE T	10120252
SCG	AZ01	COTA, RAMON	10079342
SCG	AZ01	COTA, THOMAS E	10117823
SCG	AZ01	COULTER, BELINDA D	10076501
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SCG	AZ01	COX, SHANNON M	10130526
SCG	AZ01	CRABTREE, GEOFFREY J	10019913
SCG	AZ01	CRAIG, MICHAEL D	10076299
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SCG	AZ01	CRANDELL, GARY R	10120064
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SCG	AZ01	CRAWFORD, LOUISE	10078764
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SCG	AZ01	CROSBY, TAMMY	10090907
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SCG	AZ01	CROZIER, KENNETH L	10070513

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	CRUZ, MARIA E	10076727
SCG	AZ01	CRUZ, RAMONA H	10079769
SCG	AZ01	CULBERTSON, DAVID M	10080749
SCG	AZ01	CULLUM, MIKE D	18003731
SCG	AZ01	CUMMARD, JR MICHAEL L	10113906
SCG	AZ01	CUPS, DONALD	18003765
SCG	AZ01	CURLEY, BRUCE J	10075708
SCG	AZ01	CURRENS, JANSEN D	10079054
SCG	AZ01	CUSTER, LISA	10014446
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SCG	AZ01	CUTTER, FREDERICK W	10103989
SCG	AZ01	CUYLER, VICTORIA W	18003806
SCG	AZ01	CZITTERBERG, GARY J	10010334
SCG	AZ01	DAHLEN, MARK A	10063924
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SCG	AZ01	DALE, MICHAEL	10008141
SCG	AZ01	DALEY, RICHARD F	18001645
SCG	AZ01	DALLMER, GARY	18000321
SCG	AZ01	DALMEIDA, SHIRLEY J	10009048
SCG	AZ01	DANAHER JR. EDWARD A	10009203
SCG	AZ01	DANFORTH, DUANE L	18002593
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SCG	AZ01	DANIELS, CRIS	18000873
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SCG	AZ01	DARBY, DAVID E	18001688
SCG	AZ01	DASHNEY, GARY E	10077145
SCG	AZ01	DAVENPORT, ROBERT T	18003822
SCG	AZ01	DAVID, CURTIS	10088526
SCG	AZ01	DAVID, PAUL	10075222
SCG	AZ01	DAVIES, LYNN G	10080947
SCG	AZ01	DAVIS, CHARLES	10071194
SCG	AZ01	DAVIS, DARREL T	18005445
SCG	AZ01	DAVIS, JACK B	10114772
SCG	AZ01	DAVIS, JOANNE	10083593
SCG	AZ01	DAVIS, JOHN	10073231
SCG	AZ01	DAVIS, SCOTT W	10131608
SCG	AZ01	DAVIS, THERESA L	10047998
SCG	AZ01	DAWSON, DENISON D	10071681
SCG	AZ01	DAWSON, RICHARD A	10082657
SCG	AZ01	DEAL, PAUL W	10045821

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	DEANDA, JOANNE P	10072863
SCG	AZ01	DECOTEAU, TERENCE	18002809
SCG	AZ01	DECOURSEY, ROSEMARY	10000330
SCG	AZ01	DEEN, WILLIAM F	10120946
SCG	AZ01	DEL RIO, RODERICK R	10115968
SCG	AZ01	DELANEY, SCOTT C	10040892
SCG	AZ01	DEFINADO, ISABEL P	10081233
SCG	AZ01	DELGADO, JESUS	10083787
SCG	AZ01	DELGADO, SAMUEL F	10079095
SCG	AZ01	DELONEY, DEBRA F	10078541
SCG	AZ01	DELORENZO, LORETTA M	10107324
SCG	AZ01	DELOS REYES, NELSON	18003482
SCG	AZ01	DEMEULENAERE, GEORGE E	10043799
SCG	AZ01	DEMKO, DAVID	18000168
SCG	AZ01	DENNEY, ROGER	10074819
SCG	AZ01	DREMER, WAYNE A	10007523
SCG	AZ01	DERRIG, NANCY B	10036170
SCG	AZ01	DESHPANDE, VASANTI A	10104920
SCG	AZ01	DESJARDINS, MICHAEL G	10136553
SCG	AZ01	DESOUZA, RICHARD A	10107358
SCG	AZ01	DESTA, TADELE T	10090921
SCG	AZ01	DEVINE, JAMES P	10079011
SCG	AZ01	DEWALT, LYNDA	18001313
SCG	AZ01	DI DEA, FRANK L	10003059
SCG	AZ01	DI MICHALE, FRANK C	10005794
SCG	AZ01	DIAZ, JESUS	10079168
SCG	AZ01	DIAZ, MARGARITA S	10077693
SCG	AZ01	DIEHL, MADELEINE	18002578
SCG	AZ01	DIENER, CHARLOTTE	18000461
SCG	AZ01	DIESTLER, JOE M	10135677
SCG	AZ01	DIGREGORIO, FRANK J	10074883
SCG	AZ01	DILL, STEPHEN A	10106823
SCG	AZ01	DILLEY, MARK	18000919
SCG	AZ01	DISILVESTRIO, JOSEPH R	10075107
SCG	AZ01	DITMAR, DONALD F	10018487
SCG	AZ01	DOANE, CHARLES E	10023223
SCG	AZ01	DOBBS, RAYMOND P	10106687
SCG	AZ01	DOMINGUEZ, MARC C	10136740
SCG	AZ01	DONALD, ANDRE A	10122371
SCG	AZ01	DONNELLY, YVONNE	10038314
SCG	AZ01	DORIAN, HAMILTON H	10124511
SCG	AZ01	DORMAN, GEORGE F	10106376
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	DOWELL, JEREMY J	10123808
SCG	AZ01	DOWNEY II, THOMAS J	10006112
SCG	AZ01	DOWNIN, DONALD E	10074025
SCG	AZ01	DRAKE, MELISSA	18001741
SCG	AZ01	DROBNAK, PAUL	10018641
SCG	AZ01	DUCHARME, SUSAN L	10023632
SCG	AZ01	DUGGAN, SEAN M	10116629
SCG	AZ01	DUKES, GWENDOLYN K	10075667
SCG	AZ01	DUMONT, ANDRE R	10113367
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SCG	AZ01	DUNHAM, RICHARD M	10104002
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SCG	AZ01	DUPRE, YANN	22309344
SCG	AZ01	DUQUE, ROBERT M	10120066
SCG	AZ01	DURAN, ARSENIO	10077020
SCG	AZ01	DURAN, IGNACIO I	10059131
SCG	AZ01	DURAN, JIM M	10078145
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SCG	AZ01	DUSSOUET, EMMANUELLE	10125700
SCG	AZ01	DUSZ, BRETT J	10120333
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SCG	AZ01	DUTTON, MICHELLE K	10070164
SCG	AZ01	DUVALL, THOMAS A	10067327
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SCG	AZ01	DYRSTEN, RALPH A	10008737
SCG	AZ01	EANES, TERRY E	10019490
SCG	AZ01	EARLE, RICHARD W	10081413
SCG	AZ01	EASTER, ARTHUR L	10109214
SCG	AZ01	EBERLINE, RICHARD N	10046709
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SCG	AZ01	EDWARDS, MARCELLA A	10074081
SCG	AZ01	EDWARDS, PAUL T	16002180
SCG	AZ01	EGAN, MICHAEL M	10008041
SCG	AZ01	EHASZ, LA NORA M	18001647

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	ELLINGTON, MARY E	10076714
SCG	AZ01	ELLIOTT, TAMMY J	10049794
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SCG	AZ01	ELLISON, JIM	10078173
SCG	AZ01	ELWELL, STEVEN A	10070192
SCG	AZ01	ENCINAS, RICHARD A	10103167
SCG	AZ01	ENDER, WILLIAM	10076893
SCG	AZ01	ENGLAND, MAUREEN	10086800
SCG	AZ01	ENGSTRON SR, REX W	10070794
SCG	AZ01	ENRIQUEZ, MARY ANN	10079764
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SCG	AZ01	ERBSCHLOE, KIMBERLY E	10136723
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SCG	AZ01	ESCALANTE, FLORENCIO D	10078508
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SCG	AZ01	ESPINOZA, CHRISTINE	10061214
SCG	AZ01	ESPINOZA, LUPE H	10075456
SCG	AZ01	ESPINOZA, MARIA	10075486
SCG	AZ01	ESPINOZA, ROSALIE	10090305
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SCG	AZ01	ESTRADA, ESTHER	10077501
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SCG	AZ01	EVANS, ROBERT W	10081978
SCG	AZ01	EWER, LAWRENCE E	18002787
SCG	AZ01	FABELA, FRED E	10073930
SCG	AZ01	FAHERTY, BRIAN	18003115
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SCG	AZ01	FALKENSTEIN, LANCE J	10083585
SCG	AZ01	FALZONE, JUDITH A	10018967
SCG	AZ01	FARNEY, CHRISTINE M	10076636
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SCG	AZ01	FARRAR, RAMONA G	10077528
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SCG	AZ01	FETCHER II, WILLIAM F	10030506
SCG	AZ01	FEHR, JON E	10067861
SCG	AZ01	FEINSTEIN, BARRY	10032313
SCG	AZ01	FELLIS, CAMI A	10090339
SCG	AZ01	FENN, STEVEN J	18002997
SCG	AZ01	FENSTERMACHER, CYNTHIA M	10114899

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	FERNANDEZ, JOHN A	10114190
SCG	AZ01	FERNANDEZ, MIKE	18001651
SCG	AZ01	FIELD, RICHARD M	10072474
SCG	AZ01	FIELDS, PAMELA L	10077132
SCG	AZ01	FIERRO, STEPHEN P	10057075
SCG	AZ01	FIGGINS, DEBORAH L	10071152
SCG	AZ01	FIGLEY, SUSAN R	10007438
SCG	AZ01	FIGUEROA, ERIC	18002920
SCG	AZ01	FINCH, THOMAS L	10120241
SCG	AZ01	FINDLAY, CHELA	10092642
SCG	AZ01	FINLAYSON, MATTHEW E	10108690
SCG	AZ01	FINNEY, JACK D	10079784
SCG	AZ01	FIORENZA, ENZO	18002745
SCG	AZ01	FIRTH, DANNY L	10117733
SCG	AZ01	FITZGERALD, CARRIE L	10122366
SCG	AZ01	FITZGERALD, CHARLES	18002954
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SCG	AZ01	FLENER, DOLORES M	10075283
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SCG	AZ01	FLORES, MARY JO	10048240
SCG	AZ01	FLORES, NANCY J	10072070
SCG	AZ01	FLORES, NIDIA	10104929
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SCG	AZ01	FLOWERS, JR FRANK J	10079756
SCG	AZ01	FOOSE, JILL M	10005141
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SCG	AZ01	FRANKLIN, JOHN M	10022958
SCG	AZ01	FRANKLIN, VICKIE ANN	10073472
SCG	AZ01	FRANKS, LYNNE Y	10076525
SCG	AZ01	FRANKS, TERRY P	10079506

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	FRAYER, BRANDY L	10131128
SCG	AZ01	FREEMAN, MARY C	10076300
SCG	AZ01	FREEMAN, NANDALL	10073345
SCG	AZ01	FREGIN, LAURA J	10071382
SCG	AZ01	FRICK, BRUCE R	10050863
SCG	AZ01	FRITCHIE, DARRELL	18001867
SCG	AZ01	FUCHS, BETTY J	10067758
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SCG	AZ01	FULLER, ROSALIE B	10117727
SCG	AZ01	FULLER, ROSARIO S	10074562
SCG	AZ01	FULTON, JEFF R	10081203
SCG	AZ01	FUNG, ANTHONY B	10053924
SCG	AZ01	FUNK, DEBORAH	18022229
SCG	AZ01	FUZAT, ALLAIN J	10079737
SCG	AZ01	GABEL, JAMES	18003980
SCG	AZ01	GABRIELLE, MARK A	10003610
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SCG	AZ01	GAITAN, JOSEPH	10076024
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SCG	AZ01	GALINDO, SAMUEL A	10073963
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SCG	AZ01	GARCIA, ALONSO	18005095
SCG	AZ01	GARCIA, ANITA C	10100292
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SCG	AZ01	GARCIA, DANIEL	18004049
SCG	AZ01	GARCIA, FELIPE J	10119870
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SCG	AZ01	GARCIA, RICARDO C	10061022
SCG	AZ01	GARLAND, SHARON L	10076293
SCG	AZ01	GARNER, EARL S	10028936
SCG	AZ01	GARRE, SILVIA	10124853
SCG	AZ01	GARTNER, MELISSA R	18004390
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	GAUGER, FRANCES	10079559
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SCG	AZ01	GEORGE, WILLIAM L	10053820
SCG	AZ01	GERBENS JR, ALBERT R	10078747
SCG	AZ01	GERKEN, GREGORY A	10071927
SCG	AZ01	GERROS, TRACY ANN	18002839
SCG	AZ01	GHOLSON, MIKE	10063224
SCG	AZ01	GIFFIN, MICHAEL S	10071597
SCG	AZ01	GIGER, MARY L	10081050
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SCG	AZ01	GILLESPIE, GARRETT	18001334
SCG	AZ01	GILLIES, JONATHAN M	10073291
SCG	AZ01	GILMOUR, WILLIAM	10098304
SCG	AZ01	GIPSON, TINA M	10113642
SCG	AZ01	GIRAND, MICHAEL	10078844
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SCG	AZ01	GIRON, STELLA	10084804
SCG	AZ01	GIZZI, MICHAEL J	10003352
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SCG	AZ01	GLOVER, DOUGLAS L	10013518
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SCG	AZ01	GONZALES, LORRAINE	10071682
SCG	AZ01	GONZALES, RICHARD T	10077595
SCG	AZ01	GONZALEZ, ARMIDA R	10079434
SCG	AZ01	GOODBURN, DAVID B	10071773
SCG	AZ01	GOODIN, THOMAS E	10121377
SCG	AZ01	GOODMAN, MICHAEL E	10126562

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	GORDILLO, MARIA	10002949
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SCG	AZ01	GORMLEY, PATRICK J	10010147
SCG	AZ01	GOULD, LILLIE W	10051559
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SCG	AZ01	GRACE, LAURIE A	10121454
SCG	AZ01	GRACE, THOMAS M	10006392
SCG	AZ01	GRAF, PATRICIA L	10076880
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SCG	AZ01	GRAHAM, CATHERINE G	10113225
SCG	AZ01	GRAHAM, GEORGE A	10067501
SCG	AZ01	GRAHAM, MARGARET	10119580
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SCG	AZ01	GRIFFIN, DAVID	18003554
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SCG	AZ01	GUEVARA, ESTER	10071975
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SCG	AZ01	GUTMANN, BERNARD	10000470
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SCG	AZ01	HACKBARTH, JR JOHN F	10007363
SCG	AZ01	HADIZAD, PEYMAN	10101484
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SCG	AZ01	HAGEN, AARON D	18003624
SCG	AZ01	HAMN, ROBERT	18000457
SCG	AZ01	HALE, VANESSA M	10114897
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GROUP	LOCATION	NAME	COMMERCE ID
SCG	AZ01	HALL, HEATHER	18002929
SCG	AZ01	HALL, HELEN E	10077040
SCG	AZ01	HALL, JAMES B	10074203
SCG	AZ01	HALL, MINNIE J	10060713
SCG	AZ01	HALL, ROBIN	10093481
SCG	AZ01	HAMILTON, ADRIAN C	10071709
SCG	AZ01	HAMILTON, RONALD L	10077594
SCG	AZ01	HAMMOND, DOUGLAS A	10072673
SCG	AZ01	HAMMOND, JOSEPH D	10075075
SCG	AZ01	HANCOCK, RANDALL S	10116424
SCG	AZ01	HANSEN, GLEN C	10106609
SCG	AZ01	HANSEN, KENNETH R	10107331
SCG	AZ01	HANSEN, LISA A	10069620
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SCG	AZ01	HAYWOOD-MCCARLEY, THERE	18002960
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SCG	AZ01	HEATER, DOUGLAS L	10066440

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	HEETER, ERIC V	10075385
SCG	AZ01	HEETER, WANDA J	10075638
SCG	AZ01	HEINS, LESLEY A	10131127
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SCG	AZ01	HELZER, JACK W	10048497
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SCG	AZ01	HENDRICKS, TODD E	10079973
SCG	AZ01	HENDRIX, RYAN	18000526
SCG	AZ01	HENRETTA, MALIA	10086725
SCG	AZ01	HENRICHS, DEAN C	10106877
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SCG	AZ01	HENRY, ZARRON A	10109213
SCG	AZ01	HERBERGER, ADRIAN L	10020630
SCG	AZ01	HERMANN, MARY JO	10064100
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SCG	AZ01	HERMANSEN, RICHARD A	10079653
SCG	AZ01	HERNANDEZ, CHASTITY R	18002673
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SCG	AZ01	HERNANDEZ, LINDA J	10121381
SCG	AZ01	HERNANDEZ, MARIA G	10100579
SCG	AZ01	HERNANDEZ, PATRICIA	10116609
SCG	AZ01	HERNANDEZ, RIGOBERTO	10113221
SCG	AZ01	HERNANDEZ, ROSE A	10080437
SCG	AZ01	HERNANDEZ, THERESA L	10073968
SCG	AZ01	HERNANDEZ, ZELLITA	10091200
SCG	AZ01	HERRERA, ANTONIA O	10073604
SCG	AZ01	HEWELT, TRACY C	10064406
SCG	AZ01	HICKEY, ELLEN J	10074222
SCG	AZ01	HICKS, CHRISTOPHER E	10117738
SCG	AZ01	HIGBEE, GERALD W	10010193
SCG	AZ01	HIGGINS, JOHN M	10090476
SCG	AZ01	HIGGINS, MATTHEW W	10090475
SCG	AZ01	HIGH, SANDRA K	10099462
SCG	AZ01	HIGHLEY, DAVID K	10109288
SCG	AZ01	HILL, GERARD C	10013922
SCG	AZ01	HILL, ROBERT L	10030273
SCG	AZ01	HINES, SUSAN M	10071836
SCG	AZ01	HINZ, MARK	18002807
SCG	AZ01	HIRSCH, SANDRA D	10080463
SCG	AZ01	HOANG, THONG D	10075677

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	HOBBS, CHARLES L	10076444
SCG	AZ01	HOBBS, LORETTA J	10079789
SCG	AZ01	HOBSON, PAULA R	10079714
SCG	AZ01	HODGE, PATSY	10072066
SCG	AZ01	HOFFMANN, TINA	10079379
SCG	AZ01	HOGARTH, GLEN W	19002674
SCG	AZ01	HOGGATT, CHARLES M	18002083
SCG	AZ01	HOLLAND, DAVID B	10073373
SCG	AZ01	HOLLANDER, DAVID S	10086594
SCG	AZ01	HOLLENRECK, ROBERT C	18001941
SCG	AZ01	HOLLEY, EDDIE MAXINE	10014660
SCG	AZ01	HOLLIS, MARK P	10015166
SCG	AZ01	HOLLY, CHRISTOPHER A	10074243
SCG	AZ01	HOLMES, DENMAN K	10362711
SCG	AZ01	HOLQUIN, JESUS M	10090683
SCG	AZ01	HOLT, ALLEN B	10066822
SCG	AZ01	HOLT, DEBORAH L	10071300
SCG	AZ01	HOLTZ, TODD	18002963
SCG	AZ01	HOPKINS, GAYLE E	10100234
SCG	AZ01	HOPPE, WILLIAM J	10035567
SCG	AZ01	HORTON, CONSTANCE M	10005639
SCG	AZ01	HORTON, TODD	10073016
SCG	AZ01	HOSKINS, JANICE	10059617
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SCG	AZ01	HOUF, ROBERT E	10127585
SCG	AZ01	HOUK, DAVID L	10014078
SCG	AZ01	HOWARD, CHARLENE K	10086450
SCG	AZ01	HOWARD, CHRISTINE G	10067203
SCG	AZ01	HOWARD, GREGORY H	10075880
SCG	AZ01	HOWER, MICHAEL J	10117736
SCG	AZ01	HOWIE, SCOTT D	10115786
SCG	AZ01	HUDSON, PRISCILLA D	10085802
SCG	AZ01	HUDSON, TRAVIS	10053345
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SCG	AZ01	HUGHES, JOSEPH	18001067
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SCG	AZ01	HUIISH, LOLA J	10074009
SCG	AZ01	HUIISH, MONICA S	10128253
SCG	AZ01	HULET, TERRY L	10075903
SCG	AZ01	HULING, DENNIS E	10076573
SCG	AZ01	HUMBLE, LEON	18002774
SCG	AZ01	HUMKE, PATTYLU	10023069
SCG	AZ01	HUNSLEY, JR. PHILLIP H	10074327

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	HUNT, COLLETTE T	10080642
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SCG	AZ01	HURTADO, GREGORIO C	10072769
SCG	AZ01	HUSEBY, IRVIN	18001165
SCG	AZ01	HUSTON, HORTENSE	10079591
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SCG	AZ01	ILLES, MAGDALENA M	10082258
SCG	AZ01	INGERSOLL, MICHAEL	18002055
SCG	AZ01	INGRAM, BRLAN S	10099065
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SCG	AZ01	IP, CHUNG	18003615
SCG	AZ01	ISOM, WILLIAM D	10082428
SCG	AZ01	IVY, JEROME S	10117063
SCG	AZ01	JACKSON, III LINDELL W	10075191
SCG	AZ01	JACKSON, AARON M	18003167
SCG	AZ01	JACKSON, CAROLAS M	10072050
SCG	AZ01	JACKSON, HORACE D	10116611
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SCG	AZ01	JERRELL, JR. ROBERT E	10023301
SCG	AZ01	JIMENEZ, NICHOLAS	18000298
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SCG	AZ01	JOHN, KAREN M	18003433
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SCG	AZ01	JOHNSON, JR. CHARLIE	10047351
SCG	AZ01	JOHNSON, JR. FLOYD L	10071834
SCG	AZ01	JOHNSON, ALICE FAYE	10071963
SCG	AZ01	JOHNSON, BRANDON B	10113647
SCG	AZ01	JOHNSON, CANDACE	10069289

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	JOHNSON, JENNIFER	10067141
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SCG	AZ01	JOHNSON, MICHAEL L	10062277
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SCG	AZ01	JONES, TRESA M	10079296
SCG	AZ01	JORDAN, ROBERT J	10001435
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SCG	AZ01	KAMAN, JR. PAUL A	10136554
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SCG	AZ01	KARPUK, MARIA B	10108025
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SCG	AZ01	KEARNEY-HOPKINS, JOAN E	10021447
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SCG	AZ01	KELLEY, RON B	10061212
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SCG	AZ01	KEMMER, CLAYTON L	10020700
SCG	AZ01	KENDZIOR-SHEARER, CHRIS	10075969
SCG	AZ01	KENNEDY, MICHAEL S	10116792
SCG	AZ01	KENNELLY, STEVEN K	10080191

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	KERTESZ, JOSEPH P	10117067
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SCG	AZ01	KIGGINS, GINA R	10108604
SCG	AZ01	KILLORAN, DIANA	10120246
SCG	AZ01	KIM, EUGENE W	18000903
SCG	AZ01	KIM, HYUNGSUP	10114871
SCG	AZ01	KIM, INBANG	18002677
SCG	AZ01	KIM, K EILEEN	10001308
SCG	AZ01	KIM, MEEAE SUH	10114870
SCG	AZ01	KIME, KENT L	10124120
SCG	AZ01	KING, JR JIMMIE R	10136934
SCG	AZ01	KING, DOUGLAS A	10007604
SCG	AZ01	KING, JACQUELINE M	10122096
SCG	AZ01	KING, JILL D	10101135
SCG	AZ01	KING, JIMMIE R	10085288
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SCG	AZ01	KITT, KENNETH	10021380
SCG	AZ01	KLEINER, JIM	18002096
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SCG	AZ01	KLOSTERMAN, KATHLEEN M	10029507
SCG	AZ01	KNAPP, LINDA M	10047500
SCG	AZ01	KNIGHT, DICKIE L	10076194
SCG	AZ01	KNOLL, DENNIS D	10074548
SCG	AZ01	KNOLL, JANICE S	10075862
SCG	AZ01	KNUDSEN, DONALD F	10048397
SCG	AZ01	KOHANEK, JOANN M	10136849
SCG	AZ01	KOHLHASE, LINDA D	10073847
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SCG	AZ01	KOONTZ, MARTIN F	10113651
SCG	AZ01	KORTEMAYER, JERILYNN A	10079841
SCG	AZ01	KOST, LAWRENCE C	10061784
SCG	AZ01	KOZLIK, KENNETH J	1079184
SCG	AZ01	KRAFT, JONATHAN P	101313232
SCG	AZ01	KRAHBUHL, II, RUDOLPH	10078907
SCG	AZ01	KRAYER, BARRY K	10072578
SCG	AZ01	KRICK, JENNIFER J	10121658
SCG	AZ01	KRICK, JOEL M	10100676
SCG	AZ01	KROLL, H ANN	10000516
SCG	AZ01	KRUEGER, SCOTT A	10105844
SCG	AZ01	KRUIS, JOSEPH P	10107042
SCG	AZ01	KRUPSKI, ROBERT W	10130643
SCG	AZ01	KRUSE, BLANCA E	10016781
SCG	AZ01	KUCZYK, STACY L	10104763
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	LAFEBRE, NICOLE A	10117856
SCG	AZ01	LAFLAMME, DONNA D	10096668
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SCG	AZ01	LANG, LISA J	10071552
SCG	AZ01	LANGSTROM SR, IRVIN J	10012460
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SCG	AZ01	LANZAFAME, CHERI	18002573
SCG	AZ01	LAPIKAS, MARIANNE	10035018
SCG	AZ01	LARES, JOSEPHINE	10083206
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SCG	AZ01	LARRIVA, GILBERT J	1073357
SCG	AZ01	LARSEN, MICHELE	18002884
SCG	AZ01	LARSON, BEVERLY J	10073906
SCG	AZ01	LARUE, RICHARD F	18001523
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SCG	AZ01	LASONDER, WILLIAM J	10077596
SCG	AZ01	LATHROP, ROBERT B	10133095
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SCG	AZ01	LE GRANDE, ESTELLA	10074945
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SCG	AZ01	LE, MUE T	10088903
SCG	AZ01	LEACH, JUANITA	10080950
SCG	AZ01	LEAF, JEFFREY S	10037246
SCG	AZ01	LEANG, FANNY	10078098
SCG	AZ01	LEBERT, ROBERT J	10032467
SCG	AZ01	LEBLANC, BRIAN M	10116215
SCG	AZ01	LEE, DAL Y	10078092
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SCG	AZ01	LEE, JAEYONG	10118375
SCG	AZ01	LEE, JAMES R	10081631
SCG	AZ01	LEE, JOHN K	10069370
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SCG	AZ01	LEE, SCOTT	10090787
SCG	AZ01	LEE, YUHEY J	10106379
SCG	AZ01	LEEDOM, KEN	10085490
SCG	AZ01	LEEDS, DEBRA O	10068410
SCG	AZ01	LEISTER, DAVID E	10136742
SCG	AZ01	LENSERG, ROBERT A	10076633

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	LEVENS, MARTIN J	10002129
SCG	AZ01	LEWIS, BEVERLY J	10073995
SCG	AZ01	LEWIS, STEVEN	18000499
SCG	AZ01	LEYVA, ROSE MARIE H	10079553
SCG	AZ01	LI, QUAN B	10092026
SCG	AZ01	LIGHT, PEARL S	10070532
SCG	AZ01	LILJEGREN, MERCEDES CLARE	10120298
SCG	AZ01	LINARES, GUS	10114358
SCG	AZ01	LINDGREN, BERNARD A	10086682
SCG	AZ01	LINDOR, FELICIA J	18004994
SCG	AZ01	LINDSAY, ROBERT S	10117002
SCG	AZ01	LINVILLE, BRADLEY	18001451
SCG	AZ01	LIPPMANN, JAMES G	10022842
SCG	AZ01	LISH, KEVIN RAY	10091115
SCG	AZ01	LISIECKI, DONALD	10019220
SCG	AZ01	LO, ANNA	10071147
SCG	AZ01	LO, SHIK L	10071145
SCG	AZ01	LOCASCIO, PAUL	18001796
SCG	AZ01	LOCKHART, JULIE A	10136374
SCG	AZ01	LOCKWOOD, COLLEEN M	10079048
SCG	AZ01	LOCKWOOD, DONALD B	10070788
SCG	AZ01	LOEWY, ELLIOT B	10115494
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SCG	AZ01	LOKHANDWALA, MOHAMMED	18003969
SCG	AZ01	LOMBARDI, MICKAEL T	10003905
SCG	AZ01	LONG, DONAL L	10012005
SCG	AZ01	LONG, FRANKLIN	10063233
SCG	AZ01	LOOPER, DYANNE	10061824
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SCG	AZ01	LOOS, SHAYM M	10045749
SCG	AZ01	LOPEZ, AMY L	10074296
SCG	AZ01	LOPEZ, DAVID A	10078668
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SCG	AZ01	LOPEZ, SANTIAGO T	10074376
SCG	AZ01	LORASO, GENE D	10071903
SCG	AZ01	LORTS II, EDWARD E	10111734
SCG	AZ01	LOUCK, DAVID E	10078525
SCG	AZ01	LOWE, ARTHUR T	10068445
SCG	AZ01	LOWE, SANDRA I	10062701
SCG	AZ01	LOWNEY, AL J	10115773
SCG	AZ01	LOWRY, CYNTHIA	18002590
SCG	AZ01	LOWRY, JOHN	10021203

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	LUCERO, CAROLYN J	10080146
SCG	AZ01	LUCKERT, CHARLES	10007326
SCG	AZ01	LUCKEY, BESSIE M	10074608
SCG	AZ01	LUE, PING CHANG	10008014
SCG	AZ01	LUEDKE, OTTO	10071146
SCG	AZ01	LUGO, MARY H	10074307
SCG	AZ01	LUGO, MARY M	10077496
SCG	AZ01	LUKEY, YVETTE E	10101592
SCG	AZ01	LUNSFORD, VALINA D	10073539
SCG	AZ01	LYALL, MICHAEL E	10100635
SCG	AZ01	LYDON, ALBERTA	10080942
SCG	AZ01	LYLYK, ANNA M	10117725
SCG	AZ01	LYNCH, JOHN R	10091865
SCG	AZ01	LYNUM, LORNA	10017792
SCG	AZ01	MABY, GREGG W	10084515
SCG	AZ01	MABY, JACQUELINE S	10075051
SCG	AZ01	MACARI, DENISE N	10111201
SCG	AZ01	MACK, JAMES T	10020681
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SCG	AZ01	MALLON, JC JOHN	10070445
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SCG	AZ01	MALONEY, TIMOTHY W	18005806
SCG	AZ01	MANG, TIM B	10078273
SCG	AZ01	MANG, VIRGINIA A	10074430
SCG	AZ01	MANLEY, MANUEL	10119486
SCG	AZ01	MANN, DEBRA S	10071767
SCG	AZ01	MANNILA, DANIEL L	10111126
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SCG	AZ01	MARCHESI, FRED J	10011090
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SCG	AZ01	MARGARON, LISSA K	10046407
SCG	AZ01	MARIETTA, SANDRA L	10061059
SCG	AZ01	MARISCAL, MARY N	10076078

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	MARTIN, JAMES	10074227
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SCG	AZ01	MARTIN, RUSSELL	18001292
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SCG	AZ01	MARTIN, SHANE E	10121443
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SCG	AZ01	MARTINEZ, ESTER	10079974
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SCG	AZ01	MARTINEZ, MIGUEL	10063158
SCG	AZ01	MARTINEZ, TERESA A	10136358
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	MCLAUGHUN, ROBERT J	10011733
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SCG	AZ01	MCMURRAY, MARILYN S	10074596
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SCG	AZ01	MEDINA, CHRISTOPHER J	10107030
SCG	AZ01	MEDINA, ENRIQUE B	10072801
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SCG	AZ01	MEDINA, PAUL R	10101850
SCG	AZ01	MEDINA, STEVE	10088452
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SCG	AZ01	MENDEZ, AMELIAL	10073747
SCG	AZ01	MENZEL, CAROL J	10071278
SCG	AZ01	MERAZ, RACHEL G	10071898
SCG	AZ01	MERINO, ALFRED R	10014353
SCG	AZ01	MERKLE, STEVEN L	10076690
SCG	AZ01	MERRILL, WANDA J	10106187
SCG	AZ01	MERVILLE, DIANE K	10065443
SCG	AZ01	MESA, MARY L	10074184
SCG	AZ01	MESQUITA, MARY LOU	10078505
SCG	AZ01	MESSICK, LAURA J	10073096
SCG	AZ01	METSOPoulos, ANGIE M	10064124
SCG	AZ01	MEUZELAAR, RALPH	10090500
SCG	AZ01	MEYER, GINGER A	10071905
SCG	AZ01	MEZA, RICARDO	10077690
SCG	AZ01	MICHELL, TERRI	10020915
SCG	AZ01	MILBURN, JERRY W	10116422
SCG	AZ01	MILLER HANCOCK, MICHELE A	10071564
SCG	AZ01	MILLER, CHRISTINA L	10021389
SCG	AZ01	MILLER, CRAIG P	10074084
SCG	AZ01	MILLER, JOSEPH W	10068780
SCG	AZ01	MILLER, JUANITA D	10061235
SCG	AZ01	MILLER, KEVIN, D	10072463
SCG	AZ01	MILLER, MICHAEL F	18002117
SCG	AZ01	MILLER, MICHELLE	18000299

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	MILLER, STEPHEN	18001790
SCG	AZ01	MILLIGAN, HANS P	10067225
SCG	AZ01	MILLS, RANDY J	10122385
SCG	AZ01	MILMAN, LAWRENCE J	10061675
SCG	AZ01	MILTON, GLORIA G	10075353
SCG	AZ01	MIRANDA, OSWALDO J	10091332
SCG	AZ01	MITCHELL, BILL W	10059634
SCG	AZ01	MITCHELL, PERRY W	10020062
SCG	AZ01	MITCHELL, RHONDA L	10076997
SCG	AZ01	MIURA, C SCOTT M	10099546
SCG	AZ01	MOCK, TRACY J	10073697
SCG	AZ01	MOHAMMED, SAKINA	18002501
SCG	AZ01	MOHR, JAMES B	10009739
SCG	AZ01	MOLE, THELMA C	10069679
SCG	AZ01	MONACO, JUDY L	10076144
SCG	AZ01	MONCAYO KEHOE, CHRISTINA	10120268
SCG	AZ01	MONTANO, GLORIA	10074745
SCG	AZ01	MONTANO, STEVE	10072676
SCG	AZ01	MONTOYA, JANICE	18002082
SCG	AZ01	MONTOYA, LYDIA	10072644
SCG	AZ01	MONTOYA, MARK	18002342
SCG	AZ01	MOODY, CHONG SOOK	10075018
SCG	AZ01	MOORE, EDDIE J	10060129
SCG	AZ01	MOORE, JACQUELYNN J	10100129
SCG	AZ01	MOORE, ROBERT	18001919
SCG	AZ01	MOORE, VERLETTA L	10076019
SCG	AZ01	MOORE, YOLANDA G	10076305
SCG	AZ01	MORALES, CHRISTOPHER L	10136722
SCG	AZ01	MORALES, DARLA F	10076190
SCG	AZ01	MORALES, ESTEBAN	18004248
SCG	AZ01	MORALES, FRANK R	10121209
SCG	AZ01	MORALES, GERHARD	18002255
SCG	AZ01	MORALES, VINCENT E	10060535
SCG	AZ01	MORAN, JOHN D	10010318
SCG	AZ01	MORAN, LORI A	10063852
SCG	AZ01	MORELAND, JOANN L	10076734
SCG	AZ01	MORENO, CRUZ A	10073743
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SCG	AZ01	MORGAN, EDWIN S	10098772
SCG	AZ01	MORGAN, JAMES R	10099888
SCG	AZ01	MORRELL, RYAN C	10109295
SCG	AZ01	MORRIS, JEANIE	18001347

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	MORRIS, MARK L	10107450
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SCG	AZ01	MORRIS, NORMA P	10068860
SCG	AZ01	MORRISON, LYNDIA S	10022024
SCG	AZ01	MORTENSEN, RICHARD	18002957
SCG	AZ01	MOSHER, ROBERT H	10113215
SCG	AZ01	MOSLEY, GURTHIE M	10073900
SCG	AZ01	MOSLEY, JAYE	10116015
SCG	AZ01	MOTTOLA, KAREN S	10081764
SCG	AZ01	MOYERS, RICHARD	10077505
SCG	AZ01	MUCHOW, MARVIN J	10100004
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SCG	AZ01	MUNNELL, VIVIAN	10080027
SCG	AZ01	MUNOZ, DEBORA	10090432
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SCG	AZ01	MUNOZ, YOLANDA S	10071684
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SCG	AZ01	NADEAU, LAURETTE M	10001378
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SCG	AZ01	NAPPE, SR. JAMES A	10006486
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SCG	AZ01	NASH, AVA	10105662
SCG	AZ01	NAVARRO, DOLORES M	10060420
SCG	AZ01	NAVARRO, JESSIE R	10079268
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SCG	AZ01	NAY, JUDY D	10074901
SCG	AZ01	NEE, ,SUZANNE	10011801
SCG	AZ01	NEEL, R JOE	10014156
SCG	AZ01	NEILLY, CHRISTOPHER B	10136729
SCG	AZ01	NELSON, KATHRYN M	10063153
SCG	AZ01	NELSON, KENNETH D	10078872
SCG	AZ01	NETSON, TIMOTHY E	10078918

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	NICKEL, JOHN E	10024541
SCG	AZ01	NIELSON, LORRAYNE	10086621
SCG	AZ01	NIEMINSKI, STEPHEN J	10081072
SCG	AZ01	NIETO, CARLA D	10120470
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SCG	AZ01	NYMAN, RICHARD C	10106441
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SCG	AZ01	O'NEAL, EARL	10053660
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SCG	AZ01	OCTAVE, SHANNON	18002143
SCG	AZ01	ODELL, CHRISTOPHER	18000613
SCG	AZ01	OGDEN, MICHAEL S	10114802
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SCG	AZ01	OLIVER, JULIA L	10075340
SCG	AZ01	OLIVER, KATHLEEN T	10086642
SCG	AZ01	OMMEN, JOSEPH M	10041352
SCG	AZ01	ONEAL, ALICE L	10074601
SCG	AZ01	ONG, BING Y	10076945
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SCG	AZ01	OROSCO, ROCKY V	18001534
SCG	AZ01	ORTIZ III, FRANCISCO	10116019
SCG	AZ01	ORTIZ, PAUL J	10078306
SCG	AZ01	OSTRANDER, CRAIG	18001613
SCG	AZ01	OTTOSEN, PETER C	10061378
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SCG	AZ01	PAYNE, MARY S	10078732
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SCG	AZ01	PEREZ, JESSE A	10077802
SCG	AZ01	PERKINS, MARK	18004773
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	PETTY, STEVEN	18000027
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SCG	AZ01	PINA, MONA M	10075233
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SCG	AZ01	PITMAN, WILLIAM JR J	10073737
SCG	AZ01	PITTOCHI, LISA	10007980
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SCG	AZ01	PLOTKIN, EILEEN	10078994
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SCG	AZ01	POLONSKY, MITCHELL	10011935
SCG	AZ01	POMERENKE, RICK	10064300
SCG	AZ01	POPE, EDWARD E	10078016
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SCG	AZ01	POSTEL, VERONICA A	10059523
SCG	AZ01	POSTEMA, SALLY	18000284
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SCG	AZ01	PRESPENNT, DIANA N	10078970
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SCG	AZ01	PRICE, SUSAN M	10005368
SCG	AZ01	PRICHARD PAUL B	10079197
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SCG	AZ01	PRIEST, RHODA	18002210

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SCG	AZ01	PUCHI, RENE G	10078531
SCG	AZ01	PUGH, SANDRA	10128185
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SCG	AZ01	PURCHINE, MARIA A	10072893
SCG	AZ01	QUAH, GUAN K	10080212
SCG	AZ01	QUARLES, BARBARA A	18003210
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SCG	AZ01	QUEZADA, GLENDA M	10090790
SCG	AZ01	QUIHUIS, JOSEPH C	10136363
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SCG	AZ01	QUINTANA, OLIVIA	10079573
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SCG	AZ01	RAYER, PHILLIP O	10107918
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SCG	AZ01	REASONER, TIMOTHY E	10021348
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SCG	AZ01	REED, CHARLES L	10074144
SCG	AZ01	REED, STEVEN J	10111203
SCG	AZ01	REGMAN, PATRICIA	10109640
SCG	AZ01	REICHARDT, BRIAN D	10074741
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SCG	AZ01	REILLY, ROSALEEN	18003193
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SCG	AZ01	REYES, EDWARD	10086223
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	REYNOLDS, TIMOTHY E	10100564
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SCG	AZ01	RICH, BIVERLY H	10098303
SCG	AZ01	RICHARDS, GARY K	10076675
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SCG	AZ01	RICO, PHILIPPE	10090532
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SCG	AZ01	RIDING, BENJAMIN T	10077351
SCG	AZ01	RIEGEL, LAURA M	10000074
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SCG	AZ01	ROBINSON, MITCHELL L	10004760
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SCG	AZ01	ROBISON, ROSA M	10076494

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	RODRIGUEZ, ROSA	10079733
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SCG	AZ01	ROMERO, IRMA L	10073776
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SCG	AZ01	ROSS, STEPHANIE	10120128
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SCG	AZ01	SALIH, ALI	10013912

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	SANCHEZ, GERALD A	10079482
SCG	AZ01	SANCHEZ, LISA M	10071914
SCG	AZ01	SANCHEZ, PILAR J	10071250
SCG	AZ01	SANCHEZ, SANDRA	18002439
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SCG	AZ01	SANCHEZ, STELLA S	10078532
SCG	AZ01	SANCHEZ, VINCENT	10073031
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SCG	AZ01	SANDERS, TRAVIS B	10136739
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SCG	AZ01	SANDOVAL, RUTILO S	10077034
SCG	AZ01	SANTARLASCI, MARK C	10072097
SCG	AZ01	SANTERRE, PAUL H	10100070
SCG	AZ01	SAPPPIA, JOHN M	10003515
SCG	AZ01	SAPPINGTON, MELVIN	10072002
SCG	AZ01	SARGENT, RITA E	10002663
SCG	AZ01	SASSER, COURTNEY A	10113909
SCG	AZ01	SATO, NAHOKO	10015937
SCG	AZ01	SAUCEDA, ESTELLA	10076294
SCG	AZ01	SAVAGE, TIMOTHY S	10040806
SCG	AZ01	SAVASTANO, KELLY R	18002043
SCG	AZ01	SCALLON, NANCY C	10083372
SCG	AZ01	SCHADE, MARK R	10046820
SCG	AZ01	SCHAEFFER, RAY C	10049540
SCG	AZ01	SCHAFFER, Jo ANN	10005342
SCG	AZ01	SCHAGER, MICHAEL A	10009679
SCG	AZ01	SCHAMBS, JOHN D	10019556
SCG	AZ01	SCHAITLIN, KENNETH G	10075237
SCG	AZ01	SHELLENBERGER, DAVID	18002886
SCG	AZ01	SCHEPIS, FRANKS	10011782
SCG	AZ01	SCHEUCH, DONNA	10072349
SCG	AZ01	SCHILLING, JOHN R	10092182
SCG	AZ01	SCHLAISS, JOYCE M	10077499
SCG	AZ01	SCHLEHUBER, CHRISTOPHER	18002512
SCG	AZ01	SCHMIER, DARLA J	10077507
SCG	AZ01	SCHMITT, MOLLY	18001229
SCG	AZ01	SCHMITT, ROBERT A	10065319
SCG	AZ01	SCHMITZ, PETER H	10038183

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	SCHOENBERG, MARK A	10053351
SCG	AZ01	SCHOLZ, MARC H	10004026
SCG	AZ01	SCHOPPOL, MARK J	10009502
SCG	AZ01	SCHROMM, WILLIAM A	10000679
SCG	AZ01	SCHUH, PATRICK W	10080641
SCG	AZ01	SCHWINDT, ANNETTE M	18003145
SCG	AZ01	SCHWINDT, ETHAN	18001791
SCG	AZ01	SCOTT, MICHAEL P	10078892
SCG	AZ01	SCOTT, TAMMY	10082222
SCG	AZ01	SCOTT, VICKIE L	10111465
SCG	AZ01	SCRANTON, CHRISTOPHER J	10117741
SCG	AZ01	SCRIVNER, BRIAN L	10069782
SCG	AZ01	SCROGGINS, MICHAEL L	10075975
SCG	AZ01	SEATON, YOLANDA B	10080927
SCG	AZ01	SEIBERT, MARCIA A	10018961
SCG	AZ01	SELVARAJ, RAMASAMY	10091274
SCG	AZ01	SENER, TED L	10080834
SCG	AZ01	SERRANO III, HENRY P	10076127
SCG	AZ01	SERRANO, EDDIE Q	10091049
SCG	AZ01	SERRANO, ROBERT P	10077398
SCG	AZ01	SEVANIAN, SEBOUH	10014350
SCG	AZ01	SEVIER, JEFFREY	18000086
SCG	AZ01	SEXTON, SHARON F	10000970
SCG	AZ01	SHAFFER, WILLIAM	10078513
SCG	AZ01	SHAH, AJAY R	10052740
SCG	AZ01	SHAH, HARENDRA K	10080324
SCG	AZ01	SHAH, HINA	10110451
SCG	AZ01	SHAUGHNESSY, THOMAS P	10099473
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SCG	AZ01	SHEKERJIAN, BRIAN H	10076437
SCG	AZ01	SHELTON, DELORES	10053534
SCG	AZ01	SHELTON, KAREN S	10096516
SCG	AZ01	SHEN, ZHENG	10003380
SCG	AZ01	SHOCINSKI, JOAN J	10064098
SCG	AZ01	SHOUSE, HENRY E	10072959
SCG	AZ01	SHOUSE, MARY M	10009959
SCG	AZ01	SHUMATE, DAVID A	10023992
SCG	AZ01	SHUMATE, JINA	10029628
SCG	AZ01	SIAS, KENNETH C	10130864
SCG	AZ01	SIDWELL, SCOTT	18005853
SCG	AZ01	SIEFERT, ROXANNE	10081809
SCG	AZ01	SIEGEL, SANDRA L	10024471
SCG	AZ01	SIEKIERKE, ROBERT J	10078099
SCG	AZ01	SIELSKI, DONALD C	10063710
SCG	AZ01	SLIVOLA, JENNIFER K	18003676

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	SILVA, JR, JOE	10108680
SCG	AZ01	SIMANSON, KAREN S	10074378
SCG	AZ01	SIMEROTH, GEORGE A	10058966
SCG	AZ01	SIMMONS, NANCY A	10074911
SCG	AZ01	SIMPSON, WILLIAM C	10007863
SCG	AZ01	SKEHAN, PAT	10080800
SCG	AZ01	SKEHAN, THOMAS M	10074872
SCG	AZ01	SKELTON, LUCAS J	10110889
SCG	AZ01	SLAN, EULA M	10075462
SCG	AZ01	SLINEY, GARY	18002968
SCG	AZ01	SLINKER, MATT R	10072063
SCG	AZ01	SLINKER, SALLY	10077065
SCG	AZ01	SLIZUK, MELVIN M	10048466
SCG	AZ01	SLOTTEN, DEBRA A	10077691
SCG	AZ01	SMALL, RONALD L	10075100
SCG	AZ01	SMITH, ALLEN J	10080486
SCG	AZ01	SMITH, JAMES A	10076588
SCG	AZ01	SMITH, JOANNE M	10080740
SCG	AZ01	SMITH, KATHRYN E	10080042
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SCG	AZ01	SMITH, TERRY L	10080738
SCG	AZ01	SMITH, WILLIAM R	10047447
SCG	AZ01	SNEED, DARRYL	10072504
SCG	AZ01	SNELL, PATRICIA A	10074438
SCG	AZ01	SNELLING, RICHARD	10080111
SCG	AZ01	SNIDER, ROGER D	10078442
SCG	AZ01	SNYDER, LINDA	10010711
SCG	AZ01	SOARDS, NANCY E	10077815
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SCG	AZ01	SOLOMON, ALBERT W	10012187
SCG	AZ01	SORDIA, JUDY M	10077186
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SCG	AZ01	SOTO, GLORIA P	10069774
SCG	AZ01	SOWELL JR, WALTER T	10014392
SCG	AZ01	SPAID, JESSIE	10080620
SCG	AZ01	SPEIRS, ROBERT B	10047542
SCG	AZ01	SPENCER, KEVIN L	10121191
SCG	AZ01	SPINKS, SARAH M	10113914
SCG	AZ01	SPOONER, KIM E	10030569
SCG	AZ01	ST GEORGE, DIANA J	10037566
SCG	AZ01	STACY, HARRIET L	10007298

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	STANKE, ANDREW J	10107710
SCG	AZ01	STANTON, DENNIS N	10076752
SCG	AZ01	STAPLEY, KEITH L	10071553
SCG	AZ01	STATEN, ANNETT M	10078253
SCG	AZ01	STATEN, THELMA L	10126868
SCG	AZ01	STEINWALL, JAMES E	10108600
SCG	AZ01	STEPHENS, ARNEL	10080893
SCG	AZ01	STEPHENSON, MICHAEL C	10114389
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SCG	AZ01	STEWART, TIMOTHY C	10078624
SCG	AZ01	STICE, MARY E	10105603
SCG	AZ01	STIGSELL, MARLENE	10080197
SCG	AZ01	STOECKMANN, JAMES A	10068129
SCG	AZ01	STONER, KEVIN P	10074961
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SCG	AZ01	STRATTON, CAROL J	10073856
SCG	AZ01	STRAUB, SHAWNA	18002554
SCG	AZ01	STRAUSS, CURTIS D	10107623
SCG	AZ01	STRIEDEL, STEVEN L	10083876
SCG	AZ01	STRIPPELMAN, JOHN C	10115509
SCG	AZ01	STRONG, ROGER	10081770
SCG	AZ01	STUBBS, SHERRI A	10043991
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SCG	AZ01	SUAREZ, MARY	10071805
SCG	AZ01	SUELL, LINDA	10080921
SCG	AZ01	SULJIC, STANIJA A	10042310
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SCG	AZ01	SULLIVAN, EILEEN A	10113975
SCG	AZ01	SULLIVAN, PAUL L	10022557
SCG	AZ01	SUMMERS, BARBARA L	10049294
SCG	AZ01	SUNDARAM, LMG	10004489
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SCG	AZ01	SWARTZ, ROBERT J	10101507
SCG	AZ01	SWEENEY, SUSAN K	10075034
SCG	AZ01	SWIFT, RONALD C	10073862
SCG	AZ01	SWITLICK, DOUGLAS J	10105903
SCG	AZ01	SWITZER, STEVEN	10071402
SCG	AZ01	SYLVIA, ANDREW M	10086137
SCG	AZ01	SYLVIA, JANICE	10073782

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	SYLVIA, PAUL E	18001924
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SCG	AZ01	TACKABERRY, ROBERT B	18003805
SCG	AZ01	TAKAMATSU, IRIS S	10087598
SCG	AZ01	TANBERG, DENNIS A	10111384
SCG	AZ01	TANG, MANH	18004027
SCG	AZ01	TANG, NANCY P	10071184
SCG	AZ01	TANNER, FRANK W	10086202
SCG	AZ01	TANORI-POTE, FRANCINE L	10075382
SCG	AZ01	TANSEY, MICHAEL A	10129651
SCG	AZ01	TANTON SR, JOHN E	10096472
SCG	AZ01	TANTON, CRYSTAL L	10100233
SCG	AZ01	TAOMOTO, AILEEN A	10087648
SCG	AZ01	TARIN, DONNA K	10116626
SCG	AZ01	TATE, ROBERT R	10069951
SCG	AZ01	TATMAN, DARRYL G	10048228
SCG	AZ01	TATMAN, JENNIFER L	10071969
SCG	AZ01	TAYLOR, CYNTHIA K	10113377
SCG	AZ01	TAYLOR, JEROME M	10047233
SCG	AZ01	TAYLOR, LALONI	10074708
SCG	AZ01	TAYLOR, MARIE	10073445
SCG	AZ01	TEMPESTA, ANGELA C	10010959
SCG	AZ01	TEMPLE, RICHARD H	10008642
SCG	AZ01	TENNISON, SYLVIA	10075267
SCG	AZ01	TERRY, ROBERT O	10020901
SCG	AZ01	THALLIKAR, GURU	18004728
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SCG	AZ01	THOMPSON, DAVID	10063443
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SCG	AZ01	THOMPSON, JESSICA E	10096383
SCG	AZ01	THOMPSON, THOMAS	18000443
SCG	AZ01	THORNEWILL VON ESSEN, DAV	10091124
SCG	AZ01	THORNTON, MARY A	10074716
SCG	AZ01	THRAEN, VERONICA R	10106949
SCG	AZ01	THREET, PAUL O	18003740
SCG	AZ01	THUENEN, DANIEL M	10077096
SCG	AZ01	TIETZ, GINAMARIA	10098273
SCG	AZ01	TIMM, RALPH E	10068264
SCG	AZ01	TIMMONS, TROY	10080676
SCG	AZ01	TIMPSON, CARL D	10103023
SCG	AZ01	TINGLE, TERESA A	10080783
SCG	AZ01	TISCHER, TERRY D	10063758
SCG	AZ01	TOC, LETITIA E	10096408
SCG	AZ01	TODD, STEVEN	10023269

GROUP	LOCATION	NAME	COMMERCE ID
SCG	AZ01	TOLLIVER, CUPID S	10090730
SCG	AZ01	TOMASCO, ROBERT	10104908
SCG	AZ01	TONEY, MARY E	10133148
SCG	AZ01	TORRES, MARY K	10081417
SCG	AZ01	TORRES, RICHARD	10071356
SCG	AZ01	TRAASDAHL, CHRISTIAN	10091036
SCG	AZ01	TRAN, CHAU	18003819
SCG	AZ01	TRAN, HUY TRONG	10132421
SCG	AZ01	TRAN, TRUNG Q	10065278
SCG	AZ01	TREESE, ERIC M	10107153
SCG	AZ01	TREMPER, KAREN K	10128588
SCG	AZ01	TREVINO, CELIA	10057945
SCG	AZ01	TREZOS, CHARLOTTE	10019957
SCG	AZ01	TRICE, JOHN M	10088510
SCG	AZ01	TRIMBLE, PHILLIP	18000026
SCG	AZ01	TRIMMER, AARON	18004187
SCG	AZ01	TRUHITTE, DARRELL D	10071364
SCG	AZ01	TUCKER, RITA J	10074445
SCG	AZ01	TURNER, FELISA	18004034
SCG	AZ01	TURNER, WILLIAM	10061206
SCG	AZ01	TYLER JR, JOHN A	10076883
SCG	AZ01	TYLER, ANDREW L	10116227
SCG	AZ01	UDOFIA, UKO B	10081508
SCG	AZ01	ULLOA, JOSE J	10084047
SCG	AZ01	ULLOA, JOSEPHINE	10076290
SCG	AZ01	ULLOA, MARK J	10076953
SCG	AZ01	ULMER, DOUGLAS E	10126261
SCG	AZ01	UMPLEBY, JOSEPH C	10023271
SCG	AZ01	UNZICKER, JERRY L	10069058
SCG	AZ01	VALENCIA, EDWIN F	10132776
SCG	AZ01	VALLON, HANS	18003174
SCG	AZ01	VAN ZOEST, INGRID A	18001926
SCG	AZ01	VANCE, CAROL L	10068952
SCG	AZ01	VANDELOOP, ARLENE K	10079378
SCG	AZ01	VANDERKAMP, EUGENE	18002919
SCG	AZ01	VANDERLIN, ELIZABETH A	10011489
SCG	AZ01	VANNIMAN, DALE S	10047078
SCG	AZ01	VANWALLENE, MATTHEW J	10024064
SCG	AZ01	VARGAS, MARGARITA L	10080771
SCG	AZ01	VASQUEZ, ESTELLA	10074323
SCG	AZ01	VASQUEZ, KATY R	10071257
SCG	AZ01	VAUGHN, CHERYL A	10126477
SCG	AZ01	VAVRA, GARY	10010214
SCG	AZ01	VELARDE, JOSE L	10136743
SCG	AZ01	VELASQUEZ, DIANE M	10114796

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	VENKATRAMAN, PRASAD	10106120
SCG	AZ01	VERNIER, KAREN S	10081538
SCG	AZ01	VETO, JOHN C	10025083
SCG	AZ01	VICE, SHANNON M	10114953
SCG	AZ01	VICK, GARY R	10074915
SCG	AZ01	VILLA, MELVA A	10080186
SCG	AZ01	VILLA, SHARRYL K	10079622
SCG	AZ01	VILLALOBOS, ARTHUR J	10124107
SCG	AZ01	VINEYARD, PEGGY A	10079290
SCG	AZ01	VISLOCKY, LINDA A	10109903
SCG	AZ01	VOGEL, EMIL T	10129682
SCG	AZ01	VOIGTS, JOHN J	10136580
SCG	AZ01	VON BORSTEL, DIANNE	10067621
SCG	AZ01	VUONG, HOA VAN	10126772
SCG	AZ01	WADE, TYRA V	10069936
SCG	AZ01	WAGNER, MICHAEL C	10074689
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SCG	AZ01	WAHL, DAVID	10046797
SCG	AZ01	WAKEFIELD, SUSAN P	10080471
SCG	AZ01	WALDMILLER, JENNIFER A	10092780
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SCG	AZ01	WALKER, KELLY	18002211
SCG	AZ01	WALKER, LOVIE R	10071815
SCG	AZ01	WALKER, MARY	10073140
SCG	AZ01	WALKER, TIMOTHY M	10091163
SCG	AZ01	WALLACE, KIMBERLY A	10074513
SCG	AZ01	WALPORT, ELIZABETH J	10113653
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SCG	AZ01	WALTENBURG, GAIL L	10022558
SCG	AZ01	WALTERBACH, JILL B	10080038
SCG	AZ01	WALTHER II, WILLIAM D	10116025
SCG	AZ01	WALTON, JERRY L	10065321
SCG	AZ01	WAN, IRENE S	10077376
SCG	AZ01	WARD, ALETHIA A	10080225
SCG	AZ01	WARD, TREVOR	10021469
SCG	AZ01	WARDEN, MARK	10129681
SCG	AZ01	WARRING, DONALD L	10075183
SCG	AZ01	WASHBURN, CHARLES B	10109313
SCG	AZ01	WASILEWSKI, MARK W	10042902
SCG	AZ01	WATERS, JAMES T	10002377
SCG	AZ01	WATKINS, LEE R	10081376
SCG	AZ01	WATROUS, JILL L	10090513
SCG	AZ01	WATSON, JAMES	18000160
SCG	AZ01	WAUGH, PAMELA J	10050752

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	WEATHERBY, DEAN M	10107330
SCG	AZ01	WEAVER, KATHERINE E	10104986
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SCG	AZ01	WEAVER, TERRY F	18002089
SCG	AZ01	WEBB, JOSEPH	10053482
SCG	AZ01	WEBB, SHEENA	10084800
SCG	AZ01	WELCH, MARK W	18004881
SCG	AZ01	WELLER, PATRICIA A	10076840
SCG	AZ01	WELLS, ANDREA G	10077809
SCG	AZ01	WELLS, CLAUDIA L	10082714
SCG	AZ01	WELLS, DIANA E	10074223
SCG	AZ01	WELT, CYNTHIA A	10079347
SCG	AZ01	WESLEY, CORNELIUS R	10081197
SCG	AZ01	WEST, STEVEN K	10106302
SCG	AZ01	WESTFALL, JEFFRY R	10066101
SCG	AZ01	WESTLING, R DAVID	10071548
SCG	AZ01	WESTOVER, ERIC	18000966
SCG	AZ01	WETZEL, SONDR A	10074970
SCG	AZ01	WHEELER, TONY L	10115795
SCG	AZ01	WHITCOMB, JON P	10047331
SCG	AZ01	WHITE, ANTHONY L	10071283
SCG	AZ01	WHITE, DORIS L	10053115
SCG	AZ01	WHITE, GREGORY	18005298
SCG	AZ01	WHITE, JUDY	10078431
SCG	AZ01	WHITE, LARRY	10073173
SCG	AZ01	WHITE, TIMOTHY J	18005542
SCG	AZ01	WHITE, TYRONE C	18001452
SCG	AZ01	WHITFORD, SUSAN	10076884
SCG	AZ01	WHITT, SCOTT N	10132770
SCG	AZ01	WIDMAR, RICHARD W	10049647
SCG	AZ01	WIEDMAIER, CHARLES M	10076709
SCG	AZ01	WIEGAND, MICHAEL T	10073622
SCG	AZ01	WIEGAND, ROBERT J	10068234
SCG	AZ01	WILBURN, HAROLD D	10083862
SCG	AZ01	WILDERMUTH, WILLIAM	18000961
SCG	AZ01	WILDNER, MICHELE E	10113898
SCG	AZ01	WILEY, CHRISTOPHER A	10105874
SCG	AZ01	WILLIAMS, BOYD K	10081387
SCG	AZ01	WILLIAMS, HAZEL L	10076506
SCG	AZ01	WILLIAMS, MARY B	10075001
SCG	AZ01	WILLIAMS, SHERMAN	10051242
SCG	AZ01	WILLIAMS, SUN S	10075135
SCG	AZ01	WILLIAMS, TIM M	10087158
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SCG	AZ01	WILSON, CORY T	18002042

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	WING JR, SAMUEL G	10090872
SCG	AZ01	WINGFIELD, LOIS L	10052967
SCG	AZ01	WIPF, RAQUEL K	10132442
SCG	AZ01	WISNIEWSKI, MARY	10019857
SCG	AZ01	WISSMILLER, KYLE R	18003634
SCG	AZ01	WITHGOTT, JEREMY	18000965
SCG	AZ01	WOJTYNA, JASON W	10094330
SCG	AZ01	WOJTYNA, JOSHUA	18001917
SCG	AZ01	WOLF, PATRICIA	10007860
SCG	AZ01	WOLFE, KENNETH C	10113918
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SCG	AZ01	WOLVERTON, ROY	18002660
SCG	AZ01	WON, JOHNNY	10081211
SCG	AZ01	WONG, CHI L	10072680
SCG	AZ01	WONG, DUANE Y	10099387
SCG	AZ01	WONG, HOWARD	10081101
SCG	AZ01	WONG, JACK	18005089
SCG	AZ01	WONG, MARY	10079008
SCG	AZ01	WONG, PAK KWONG	10078187
SCG	AZ01	WONG, PAUL H	10107640
SCG	AZ01	WOOD, CYNTHIA E	10078544
SCG	AZ01	WOOD, TERESA M	10076671
SCG	AZ01	WOODS, KURT V	10083310
SCG	AZ01	WORKMAN, KELLY M	10129666
SCG	AZ01	WORKMAN, MICHELE L	10116690
SCG	AZ01	WRIGHT, KAREN E	10079778
SCG	AZ01	WRUCK, SCOTT A	18003640
SCG	AZ01	WU, YUJING	10108027
SCG	AZ01	WUEBBELS, DONALD A	10032290
SCG	AZ01	WYATT, ALLISON D	10079090
SCG	AZ01	WYATT, BEVERLY L	10066787
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SCG	AZ01	XU, JIN	18000944
SCG	AZ01	XU, YONG L	10127269
SCG	AZ01	YANEZ, BERTHA D	10079745
SCG	AZ01	YANEZ, ISABEL Q	10080624
SCG	AZ01	YANEZ, JESSICA M	10109014
SCG	AZ01	YANEZ, SUSAN M	10073064
SCG	AZ01	YANGA, THOR (PASTOR)	01329173
SCG	AZ01	YOUNG, JOELL D	10100128
SCG	AZ01	YOUNG, MICHAEL W	10072764
SCG	AZ01	YOUNG, ROBERT E	18002329

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ01	ZAHEDI, MOJIM	10122730
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SCG	AZ01	ZAREMBA, JR, DONALD L	10070652
SCG	AZ01	ZBIEGIEN, RONALD A	10036675
SCG	AZ01	ZEBROWSKI, RODNEY	18000300
SCG	AZ01	ZEID, DINA	10132188
SCG	AZ01	ZERTUCHE, JENNIFER A	10070661
SCG	AZ01	ZHANG, YONGXIA	18003903
SCG	AZ01	ZILL, MICHAEL K	10052544
SCG	AZ01	ZIMMER, HANS J	10081493
SCG	AZ01	ZIOLKOWSKI, STEPHEN R	10011696
SCG	AZ01	ZOLLARS, DANIEL C	10124118
SCG	AZ09	ALEXANDER, LANETTA R	10136768
SCG	AZ09	AMBADI, SATHEESH K	10126539
SCG	AZ09	ANDERS-CALDWELL, TERRY E	10083676
SCG	AZ09	ANGULO, MICHAEL A	10073527
SCG	AZ09	ANGULO, MICHAEL A	10114394
SCG	AZ09	AVERETT, GUY	10082726
SCG	AZ09	AZAM, MISBAHUL	10130528
SCG	AZ09	BACA, MELISSA	10131151
SCG	AZ09	BADILLA, ALICHA M	10115517
SCG	AZ09	BAKER, GREGG P	10021797
SCG	AZ09	BARTHOLOMEW, JIMMY J	10068399
SCG	AZ09	BARTON, DELORES J	10066676
SCG	AZ09	BARTON, MITCHELL J	10019034
SCG	AZ09	BATCHELOR, CAROL L	10120937
SCG	AZ09	BAUMAN, LERONA G	10076696
SCG	AZ09	BEARY, ANDREW	18002234
SCG	AZ09	BEATTY, SUSANNA C	10112908
SCG	AZ09	BENARD, BRIAN P	10110343
SCG	AZ09	BONATTO, MICHAEL P	10100261
SCG	AZ09	BOOE, MARIA C	10076082
SCG	AZ09	BOOTH, WILLIAM M	10125570
SCG	AZ09	BORN, SALLIE A	10074435
SCG	AZ09	BOWEN, RYAN M	10136784
SCG	AZ09	BRATTEN, GORDON L	10101852
SCG	AZ09	CARTWRIGHT, JACK R	10076457
SCG	AZ09	CATLIN, JEFFREY	18001518
SCG	AZ09	CERVI, BOBBIE J	10078162
SCG	AZ09	CHANEY III, WILLIAM A	10080088
SCG	AZ09	CHANG, GEORGE	10004436
SCG	AZ09	CHIMERICA, JENNIFER	10077349
SCG	AZ09	CHOY, COLIN D	10107913
SCG	AZ09	COLLINS, DAVID H	18001458

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ09	COOPER, JOANNE	18002526
SCG	AZ09	CROWLEY, MICHAEL D	18003450
SCG	AZ09	DANG, LANA D	10089180
SCG	AZ09	DANIEL, AARON R	18005844
SCG	AZ09	DAOUD, EHAB S	18005808
SCG	AZ09	DEAN, THOMAS B	10078785
SCG	AZ09	DELOSSANTOS, DENNIS	18000620
SCG	AZ09	EHLERT, ERIC P	10079596
SCG	AZ09	FAULKINBURY, BONNIE L	10043899
SCG	AZ09	FITZGERALD, CRAIG	10080061
SCG	AZ09	FORTNER, KELSO E	10078821
SCG	AZ09	FREEMAN, DAVID	18002664
SCG	AZ09	FULLER, LAURA	10122031
SCG	AZ09	FULTON, ANGELICA A	10090060
SCG	AZ09	FULTON, JOE M	10109025
SCG	AZ09	GARCIA, CARLOS N	10078514
SCG	AZ09	GOLDENETZ, TIMOTHY G	10080230
SCG	AZ09	GONZALEZ, JOHN D	10069424
SCG	AZ09	GRAHAM, TIM	10072093
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SCG	AZ09	GRIGGS, PAUL W	10108602
SCG	AZ09	GRIMALDI, MAUREEN F	10078433
SCG	AZ09	GRIZZARD, LOREN V	10070822
SCG	AZ09	GRUNERUD, GEORGE E	10115976
SCG	AZ09	GUY, JAMES C	18004456
SCG	AZ09	GUZMAN, SHIRLEY A	10107916
SCG	AZ09	HAKKAL, HARSHA S	18005803
SCG	AZ09	HALL, MAURICE S	10125593
SCG	AZ09	HAMILTON, LABIRDER	10073746
SCG	AZ09	HANNOUN, DANIEL G	10128097
SCG	AZ09	HARRIS, CYNTHIA A	10001952
SCG	AZ09	HOLBROOK, ANDERSON, JOYCE	10072275
SCG	AZ09	HONG, STELLA Q	10104903
SCG	AZ09	HOOVER, ALLEN T	10079202
SCG	AZ09	HOSSAIN, FAZLA RABBI	18002950
SCG	AZ09	HOWARD, KENNETH D	10114546
SCG	AZ09	HOWARDELL, AARON K	10136751
SCG	AZ09	HOWLEY, BRIE	18005802
SCG	AZ09	IMAM, SALMA A	10127287
SCG	AZ09	JACKSON, APRIL R	10078563
SCG	AZ09	JANAKIRAM, MANI	10125094
SCG	AZ09	JANES, JERRY C	10033400
SCG	AZ09	JARA, MARTIN	10065457
SCG	AZ09	JENKINS, RAYMOND D	10070096
SCG	AZ09	JOHNSON, NORMAN L	10087458

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ09	KAMEKONA, KEITH G	10109892
SCG	AZ09	KENLEY, ROGER	10024529
SCG	AZ09	KILGORE, STEPHEN H	10130866
SCG	AZ09	KIRWAN, WILLIAM H	10020977
SCG	AZ09	KLINGBEIL, DOUGLAS	10042616
SCG	AZ09	KNICKERBOCKER, NICHOLAS P	10090985
SCG	AZ09	KO, TSOTUNG	10095802
SCG	AZ09	KOCH, PETER A	10072136
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SCG	AZ09	KRAJEWSKI, STEPHEN	18000158
SCG	AZ09	LAI, CHUN K	10072120
SCG	AZ09	LAM, LONG N	10081276
SCG	AZ09	LARSEN, SCOTT M	10051029
SCG	AZ09	LEVATAU, SALOTE M	10080998
SCG	AZ09	LOUIS JR, VICTOR	10078794
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SCG	AZ09	LUNDEEN, DAVID G	10119175
SCG	AZ09	LYON, LAURA K	10098818
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SCG	AZ09	MOYA, PRISCILLA A	10116216
SCG	AZ09	NGO, TRANG	18000980
SCG	AZ09	NUGENT, STEPHEN J	10000130
SCG	AZ09	ORONA, JOSE	18003982
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SCG	AZ09	ORTIZ, FRANCES	10079497
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SCG	AZ09	PETERSON, RICHARD L	10048088
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SCG	AZ09	RANGE, RONALD E	10100837
SCG	AZ09	RINK, BRYAN	18000118
SCG	AZ09	RIVERS, LEIGH H	10096324
SCG	AZ09	ROBENS, JANICE	10053831
SCG	AZ09	ROBINSON, JUDI A	10076616
SCG	AZ09	RODE, JASON A	10098266
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ09	SANDERS, TOM L	10078528
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SCG	AZ09	SEXTON, ROBERT J	10074524
SCG	AZ09	SHARP, MICHAEL R	10083756
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SCG	AZ09	SHOEMAN, JOHN R	10065411
SCG	AZ09	SOTO, MARY J	10084436
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SCG	AZ09	URIAS, PRISCILLA	10076872
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SCG	AZ09	YANG, CHUL SU	10076252
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SCG	AZ10	EWERS, DAVID E	10048915
SCG	AZ10	FOSS, MICHAEL L	10064265
SCG	AZ10	GOOD, STEPHEN R	10079609
SCG	AZ10	HEIM, BARRY B	10066540

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ10	SCHATKE, ROBERT C	10079432
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SCG	AZ10	UHLIK, VLADIMIR	10045527
SCG	AZ10	VAN ZUTPHEN, VAL	10078200
SCG	AZ10	WOLF, DONALD E	10080630
SCG	AZ11	ALMONEEF, JUDITH	10070328
SCG	AZ11	ANDERSON, ROY A	10024962
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SCG	AZ11	COLEMAN, SHENEKA	10106710
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SCG	AZ11	COPELAND JR, ALBERT L	10010604
SCG	AZ11	COX, PAUL O	10085092
SCG	AZ11	DAVIS, BOBBETE F	10028912
SCG	AZ11	DEAKIN, JANINE	10062375
SCG	AZ11	DEES, CHRISTIE L	10071494
SCG	AZ11	DODD, KATHLEEN A	10083368
SCG	AZ11	DOHERTY, PAUL F	10001096
SCG	AZ11	EDISON, ZOE A	10049026
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SCG	AZ11	HOGUE, GREGORY A	10040804
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SCG	AZ11	HOLMES, DELORES R	10047439

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ11	KIRK, ROBERTS	10021817
SCG	AZ11	KIRKHAM, JUDY	10065347
SCG	AZ11	KNOBEL, CHARLES A	10079225
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SCG	AZ11	KURTTI, ANN M	10045515
SCG	AZ11	LAHANN, EUGENE H	10068758
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SCG	AZ11	MARTIN JR, JAMES L	10060032
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SCG	AZ11	MIRANDA, PETE R	10099994
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SCG	AZ11	MITCHELL, PAM S	10074074
SCG	AZ11	MONTELONGO, DONNA J	10067523
SCG	AZ11	MOORE, NANCY R	10075966
SCG	AZ11	ORLANDO, SUSAN L	10075072
SCG	AZ11	PATTEN, RAYMOND C	10048328
SCG	AZ11	PERCY, PAMELA L	10077541
SCG	AZ11	PIERI, R DEAN	10075763
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SCG	AZ11	POWERS, SUSAN J	10068432
SCG	AZ11	QUINN, NANCY L	10047797
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SCG	AZ11	REIDY, DAVID F	10046162
SJCG	AZ11	RICE, ANDREA L	10099061
SCG	AZ11	RICHARDS, JESSICA	10078666
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SCG	AZ11	SCOTT, MICHAEL A	10086975
SCG	AZ11	SHELTON, CAROLINE L	10019477
SCG	AZ11	SHERER, JOHN	10075485
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SCG	AZ11	SOLYMOSI, GEORGE T	10039679
SCG	AZ11	STARKWEATHER, SYLVIA D	10078972
SCG	AZ11	STEPHENS, ELIZABETH A	10078202
SCIS	AZ11	STIH, GERALDINE	10075230
SCG	AZ11	SURIANO, THOMAS R	10099545
SCG	AZ11	TERRICK, CHRISTINE M	10074240
SCG	AZ11	TINDELL, KATHLEEN J	10072127

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ11	WAGSTAFFE, ALAN	10074251
SCG	AZ11	WARD, CHARLES M	10079796
SCG	AZ11	WARNER, LEE A	10079926
SCG	AZ11	WEISE, RICHARD R	10043064
SCG	AZ11	WHITE, SONIA S	10086656
SCG	AZ11	WILLIAMS, LISA M	10095119
SCG	AZ11	WILLIAMSON, DANNY L	10081009
SCG	AZ11	WOLF, LYNDA M	10048613
SCG	AZ11	WOOD, MARGARET A	10010844
SCG	AZ11	WOODS, KIMBERLY A	10124121
SCG	AZ11	WYMAN, KRISTIN	10075428
SCG	AZ32	BOLLMAN JR, KEITH P	10076606
SCG	AZ32	BRIEHL, ROBERT	10072033
SCG	AZ32	SHEPARD, DEXTER L	10085466
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SCG	AZ34	ADAMS, MARY L	10074066
SCG	AZ34	ALBERKRACK, JADE H	10085764
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SCG	AZ34	CASCANTE, ARBENZ	10076611
SCG	AZ34	CERNA, SALVADOR	18005655
SCG	AZ34	CHAPMAN, KENNETH T	10071053
SCG	AZ34	CHAPMAN, LLOYD A	10118150
SCG	AZ34	CHARON, TINA M	10026029
SCG	AZ34	CLEMINGS, WILLIAM	10081076
SCG	AZ34	COLDIRON, MARK S	10066640
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SCG	AZ34	CORDELL, GARY B	10004539
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SCG	AZ34	CORLETO, HECTOR F	18004364
SCG	AZ34	COX, KAREN A	10080954
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ34	DAVIS, GREG A	10022951
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SCG	AZ34	DIVINE, TIMOTHY M	10063735
SCG	AZ34	DOMKE, DOUGLAS C	10065751
SCG	AZ34	DOTSON, ROBERT N	10061118
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SCG	AZ34	EISWERTH, AMIE	18004288
SCG	AZ34	ELLIS JR, ROY L	10074991
SCG	AZ34	ELMO, DAVID A	10010949
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SCG	AZ34	FRICK, KEVIN E	10121000
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SCG	AZ34	HOOGSTRA, MICHAEL R	10072880
SCG	AZ34	HUETTL, DANIEL R	10072296
SCG	AZ34	HUGGINS, JAMES C	10079110

GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ34	JENCK, LAURENT	18003127
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'	AZ34	JONES, ROGER P	10069768
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SCG	AZ34	OKADA, DAVID N	10067622
SCG	AZ34	PAGE, WILSON DAVID	10079672
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GROUP	LOCATION	NAME	COMMERCE ID
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SCG	AZ34	RAO, SHILPA	10014786
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SCG	AZ34	RETUTA, DARIO V	01342895
SCG	AZ34	RICE, A GREGORY	10080498
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SCG	AZ34	RIGGS, SHANNON M	10077597
SCG	AZ34	RODRIGUES, NILDA R	18002740
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SCIS	AZ34	ROWAN, KEVIN G	10045875
SCG	AZ34	ROWLING, SHANE	18005649
SCG	AZ34	SAKAMOTO, KURT K	10087577
SCG	AZ34	SALAZAR, KATHRYN M	10120008
SCG	AZ34	SALEH, MOUAYED M	10002751
SCG	AZ34	SCHAFFER, LESLIE L	10067269
SCG	AZ34	SHELLER, SHERRIE L	10076681
SCG	AZ34	SCHROEDER, MICHAEL F	10095927
SCG	AZ34	SCHULZ, ARMIN T	30003325
SCG	AZ34	SEDDON, STEPHANIE R	10090901
SCG	AZ34	SEDILLO, JAMES M	10090799
SCG	AZ34	SENEFF, TIMOTHY E	10021781
SCG	AZ34	SHAH, VIKRAM	10010582
SCG	AZ34	SHOCKMAN, PAUL G	10075379
SCG	AZ34	SHOOK, STEPHEN G	10055637
SCG	AZ34	SIGLER, JEFF	18000696
SCG	AZ34	SMITH, TIFFANY Y	10131132
SCG	AZ34	SOMERO, BRADLEY M	10063858
SCG	AZ34	SORIA, ESTHER	10075507
SCG	AZ34	STOWERS, AMELIA	10075870
SCG	AZ34	STANDAGE, LEONARD	10061396
SCG	AZ34	STEIN, FREDERICK H	10126287
SCG	AZ34	STEWART, LYLE P	10068227
SCG	AZ34	STOUT, ROGER P	10071231
SCG	AZ34	STROPKA, THADDEUS J	10011594
SCG	AZ34	STUBBLEFIELD, ROGER F	10053655
SCG	AZ34	STYS, CASEY	10028448
SCG	AZ34	SUMMERS, PENNY M	10080789
SCG	AZ34	SURA, RAMESH M	10010145
SCG	AZ34	SUTOR, JUDY L	10037696
SCG	AZ34	SYMONS, JOHN	10133370
SCG	AZ34	THOMSON, ROBERT G	10029786

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	AZ34	TOTMAN, JEFFREY L	10067177
SCG	AZ34	TRAYLOR, CHADWICK R	10111464
SCG	AZ34	TRUONG, HUAN	18005116
SCG	AZ34	TSOKRIS, NICKOLAS	10110641
SCG	AZ34	TUCKER, ETHEL L	10017470
SCG	AZ34	TURLEY, SUNG S	10012337
SCG	AZ34	UNGER, SAN L	10080862
SCG	AZ34	VALDEZ, KRISTIE A	18005818
SCG	AZ34	VAN MARCHE, RICHMOND	10001245
SCG	AZ34	VARGAS, JAIME R	10075919
SCG	AZ34	VICKERS, LAURA S	10077798
SCG	AZ34	VYNE, ROBERT L	10078997
SCG	AZ34	WARD, THOMAS G	10005637
SCG	AZ34	WEAVER, PETER A	10077146
SCG	AZ34	WEIR III, BERNARD E	10020160
SCG	AZ34	WHITE, KIMBERLY	18005538
SCG	AZ34	WILLERS, ROBERT S	10079339
SCG	AZ34	WILLIAMS, MICHAEL A	10022749
SCG	AZ34	WOLFE, DAVID C	10103673
SCG	AZ34	YANCIK, KENT J	10031524
SCG	AZ34	YEOW, EDWARD	18000418
SCG	AZ34	ZAHEDI, AL R	10077290
SCG	AZ34	ZAMORA, MATTHEW J	10004286
SCG	AZ34	ZLOTNICK, FREDRICK	10004152
SCG	AZ49	CHRUMA, JERRY L	10061397
SCG	AZ50	ANDERSON, HAROLD G	10053336
SCG	AZ50	BOSCH, COLIN	10067867
SCG	AZ50	BURGHOUT, WILLIAM F	10075368
SCG	AZ50	CELAYA, PHILLIP C	10075448
SCG	AZ50	CORONADO, RAYMOND	10091183
SCG	AZ50	DONLEY, JAMES S	10017868
SCG	AZ50	EVARD, PHILIP	10107770
SCG	AZ50	FAUTY, JOSEPH	10005712
SCG	AZ50	FOLEY, KEVIN J	10003538
SCG	AZ50	FOLEY, MARIA A	10073193
SCG	AZ50	JONES, FRANK T	10074293
SCG	AZ50	LETTERMAN JR, JAMES P	10010003
SCG	AZ50	MAJORS, EDWARD M	10054402
SCG	AZ50	MEKO, TIMOTHY E	10046469
SCG	AZ50	NELSON, KEITH E	10066400
SCG	AZ50	NGO, CANG	10107163
SCG	AZ50	NORTON, LAURA J	10107765
SCG	AZ50	ODONNAL, CLAUDIA M	10080143
SCG	AZ50	SEDDON, MICHAEL	10013132
SCG	AZ50	SELBY, MARVIN H	10013357

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	AZ50	ST GERMAIN, STEPHEN	10078774
SCG	AZ50	THIENPONT, DENISE M	10036702
SCG	AZ50	TSAI, SHI TAOU	10011328
SCG	AZ50	WEBB, BRIAN A	10079792
SCG	AZ50	WEN, YENTING	10090842
SCG	AZ50	WESTLAKE, MICHAEL A	10048127
SCG	AZ50	YODER, JAY A	10070242
SCG	CA04	BARHAM, CYNTHIA E	10063511
SCG	CA04	FRIEDMAN, NINA	10083241
SCG	CA04	HOLT, BRIAN	10091018
SCG	CA04	JOHNSON III, WILLIAM H	10074304
SCG	CA04	PICKEI, STEVEN M	10003480
SCG	CA04	ROYBAL, ANTHONY W	10108639
SCG	CA04	YUN, JAY H	10132447
SCG	CA09	PAGE, SUSAN R	10091167
SCG	CA09	TRAN, HUNG	18003795
SCG	CA10	BENEVENTO, JAN	10083425
SCG	CA10	BLOXSOM, DONALD P	10083494
SCG	CA10	CATTON, KURT	10085658
SCG	CA10	CHAME, AL	10085316
SCG	CA10	DE ROSIER, LINDA	10064014
SCG	CA10	FRAZIER, KEITH A	10034306
SCG	CA10	KEEFER, RONALD	10083023
SCG	CA10	KOVICH, MARK E	10083001
SCG	CA10	MACAPINLAC, TOMASA	10085074
SCG	CA10	MACRENARIS, JOSEPH	10000076
SCG	CA10	RAO, JUSTINE	10083985
SCG	CA10	STELLING, MARY H	10085874
SCG	CA10	TRINH, HOA M	10132448
SCG	CA10	WOJNOWSKI, MICHELE	10083149
SCG	CA14	CLOUGH, CHARLES M	10059405
SCG	CA14	COX, RETA M	10081766
SCG	CA14	FONSECA, JACKIE	10082702
SCG	CA14	MATANI, AJAY	10087235
SCG	CA14	NOLAND, FREDERICK L	10086744
SCG	CA14	PHILLIPS, MARK	10083492
SCG	CA14	SMITH, LINDA D	10084211
SCG	CA14	STICK, DENNIS D	10009912
SCG	C003	BRACKETT, EDWARD C	10080026
SCG	C003	COOKSEY, LYN	10061686
SCG	C003	HONNOLD, JOHN	18000983
SCG	C003	TOOHEY, BRETT	10088674
SCG	CT02	RAFFERTY, THOMAS	10109481
SCG	CT02	RAMPONE, MARY	10002140
SCG	CT02	REINHARDT, STEVEN V	10004881

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
SCG	FL05	ADAMS, DAVID W	10016767
SCG	FL05	DOUGLAS, NANCY	18002877
SCG	FL05	PHELPS JR, FREDERICK G	10010901
SCG	FL06	CARRINGTON, ANNETTE L	10083057
SCG	FL06	CHAMCHARAS, JAMARIE	10132445
SCG	FL06	KOPINS, GREGORY A	10098931
SCG	FL06	MC LAUGHLIN, JAMES A	10021528
SCG	FL06	MELSHEIMER, JAMES M	10084977
SCG	FL15	GARNSEY, MARIANNE	10013987
SCG	GA01	BLACK, JENNY	10052072
SCG	GA25	BARLOW, JAMES M	10016909
SCG	GA25	LYLES, JANINE A	10120112
SCG	GA25	PARKER, WILLIAM M	10057701
SCG	GA25	SCOLAMIERO, LINDA A	10001241
SCG	IL03	BORKOWSKI, ANTHONY B	10035072
SCG	IL03	BURIAN, THOMAS A	10047138
SCG	IL03	LEETCH, KENNETH C	10019053
SCG	IL03	OPASINSKI, KENNETH	10040745
SCG	IL03	SEGAL, GARY	18000535
SCG	IL03	SPANGLER, JAMES J	10022147
SCG	IN03	BAYNES, MARY	10022827
SCG	KS07	SLOCUM, KENNETH D	10061155
SCG	MA01	BYRD, MARCIE	10000158
SCG	MA01	BYRD, WILLIAM J	10051599
SCG	MA01	CARRACINO, PAMELA ELLEN	10000037
SCG	MA01	DAWSON, C WILLIAM	10001431
SCG	MA01	LYMAN, MAUREEN	10001379
SCG	MA01	MARCHICA, FRANK W	10004038
SCG	MA01	MCGARRY, NICHOLAS A	10013438
SCG	MA01	MELVILLE, RICHARD	10001388
SCG	MA01	MOORE, ADRIENE M	10018597
SCG	MA01	SHOAP, STEVE	10009955
SCG	MA01	WHEELER, NANCY M	10001031
SCG	MD01	BOYER II, ROBERT D	10011840
SCG	MD01	GLATFELTER, ERIC	10106701
SCG	MD01	KINNIRY, CHRISTINE F	10010159
SCG	MD01	WEISINGER, WILLIAM	10092119
SCG	MI01	BANNOURA, MUNIR N	10046260
SCG	MI01	HAGERTY, JOSEPH	18001555
SCG	MN02	ARNOLD, DARYL	10065118
SCG	MN02	DANDRON, DIANE E	10064388
SCG	MN02	DANDRON, JAY C	10046914
SCG	MN02	FARNAM, JAY J	10050173
SCG	MN02	FRANZMAN, BRADLEY C	10064384
SCG	MN02	RISSER, TERRY E	10063455

GROUP	LOCATION	NAME	COMMERCE ID
SCG	MN02	WIDELL, RONALD R	10063813
SCG	M003	MATHEW, DOUGLAS H	10042905
SCG	M003	MITCHELL, KONNIE D	10065874
SCG	NC02	BAEHR, LINDA M	10100346
SCG	NC02	CROTEAU, SALLY J	10014125
SCG	NC02	HALE, CHRISTOPHER	10080353
SCG	NC02	HUNTER, PATRICK J	10014030
SCG	NC02	MORRISON, WILLIAM L	10035982
SCG	NC02	PFEUFFER, PAUL L	10015718
SCG	NJ04	MAGUIRE, EDWARD	10131913
SCG	NJ06	ALOTTA, JOHN	10003173
SCG	NJ06	PONSIEK, MICHAEL E	10003665
SCG	NJ06	TRAMONTE, PETER A	10005403
SCG	NY09	ACKERMAN, RICHARD W	10007873
SCG	NY09	CAMPBELL, PHILLIP E	10107532
SCG	NY09	MURRAY, JOSEPH J	10006485
SCG	NY09	REBER, JAMES	10005918
SCG	OH03	BROSNAHAN, JAMES	10018815
SCG	OH03	HANTAK, LESLIE J	10020774
SCG	OH03	SCALISE, ALEKSANDRA	18000097
SCG	OH05	MILLER, KURTH	10105599
SCG	OH05	WILLHIDE, RONALD L	10051164
SCG	OK03	CROOKSTON, RICHARD J	10081495
SCG	OR01	BARBER, LYNNE	10082540
SCG	OR01	CARLSON, JAMES L	10084967
SCG	OR01	FOWLER, VALERIE	18002743
SCG	OR01	STIPPICH, DAVID	10082577
SCG	PA01	EDEL, KENTWORTH M	10071261
SCG	PA01	KNOWLES, KIMBERLY	10010672
SCG	TX07	PLUTINO, JAMES A	10054723
SCG	TX11	KOONCE, JEFFREY S	10000502
SCG	TX12	CORTEZ, MARIA A	10125173
SCG	TX12	MOORE, APRIL D	10118310
SCG	TX12	PRICE, NAHLA T	10067432
SCG	TX21	ALLGYER, PAUL J	10020350
SCG	TX21	GEREN, THOMAS F	10063449
SCG	TX21	KINDLA, WILLIAM J	10059210
SCG	TX21	PARMENTER, KEVIN M	10022982
SCG	TX21	WIGHTMAN, MICHAEL J	10055642
SCG	TX63	NIX, LARRY G	10061374
SCG	TX63	SNITES, ROBERT P	10129480
SCG	WA02	BOOKOUT, STEPHEN R	10062538
SCG	WA02	SHANAHAN, DENIS F	10073117
SCG	WI03	HERD-BARBER, JACQUELINE D	10050193
SCG	WI03	NOLDER, GREGORY W	10036730

GROUP	LOCATION	NAME	COMMERCE ID
SCG	WI03	SCHAUL, TERRY L	10116744
SCG	AZ	SHI, ZHENG	

MOTOROLA INC.

TRANSFERRED SCG EMPLOYEES - UNITED KINGDOM

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	----	-----
SCG	UNITED KINGDOM	ALISTAIR BANHAM	21312418
SCG	UNITED KINGDOM	COLUM O'NEILL	21312449
SCG	UNITED KINGDOM	DALONY ELAINE HICKS	21312472
SCG	UNITED KINGDOM	DEBORAH DOE	21322510
SCG	UNITED KINGDOM	HAROLD REDHEAD	21312155
SCG	UNITED KINGDOM	JOHN WILLIAM CUSHING	21312485
SCG	UNITED KINGDOM	MILDRED BAKER	21312466
SCG	UNITED KINGDOM	TERESA FOSTER	21312425
SCG	UNITED KINGDOM	TRACY SMITH	21312290

EMPLOYEE MATTERS AGREEMENT

SCHEDULE 1.3(d)

TRANSFERRED SHARED SERVICES EMPLOYEES

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEE - AUSTRALIA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
MBG	Aus	HARRIS STEVE	280014

MOTOROLA, INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - CANADA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
IT	CANADA	BENJAMIN GALANG	36902900
QUALITY	CANADA	LEE A SORENSON	10053529

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - CHINA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	CHINA	SHENG-LI WANG	93000886
SALES	CHINA	ZHI-JUN QIAN	00640551

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEE - CZECH REPUBLIC

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
HR	CZECH REP.	PETR DRAXLER	29731000

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - FINLAND

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	FINLAND	KLAUS JARVINEN	25320900
SALES	FINLAND	TAPANI JOKINEN	25320901

MOTOROLA INC.

TRANSFERRED SHARED SERVICE EMPLOYEE - FRANCE

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
FINANCE	FRANCE	JEAN CAPRAIS	22308523
FINANCE	FRANCE	JEAN PIERRE BETILLE	22316170
FINANCE	FRANCE	PASCALE AUBAGNAC:	22012976
FINANCE	FRANCE	VALERIE BAERENZUNG	22011362
IT	FRANCE	MAXIME LOSCO	22307569
QUALITY	FRANCE	ERICK PEREDO-PEREZ	22010728
SALES	FRANCE	JEAN PIERRE MESSA	22316141
SALES	FRANCE	GERARD MANIEZ	22316138
HR	FRANCE	PATRICK ROUX	22011598
	FRANCE	ALAIN RIMAU	22304169
LOGISTICS	FRANCE	LILIANE CHINCHOLLE	22305740
LOGISTICS	FRANCE	PHILLIP CAMPBELL	22010619

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - GERMANY

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
QUALITY	GERMANY	GEORG BREUCKER	23312651
SALES	GERMANY	JUTTA REUTTER	23312660
LOGISTICS	GERMANY	RORY DONOGHUE	23312319

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - HONG KONG

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
LOGISTICS	HK	KATHLEEN LAU	79084727
FINANCE	HK	LAI WAH CHUNG	79082066
FINANCE	HK	YUEN CHING ONDY WONG	79074225
SALES	HK	CHING NGOK WONG	79200425
HR	HK	JOHN V TENCE	10090756

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - INDIA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
NONSCG	India	CHANDAK ASHOK	00400087
NONSCG	India	JAIN ARUN	00469906
NONSCG	India	VIVEK TYAGI	01700123

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEE - ISRAEL

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
FINANCE	ISRAEL	RAANAN RAITER	28307533

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - ITALY

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	ITALY	FAUSTO SPITONI	26310124
SALES	ITALY	LUIGI VIGANO	26310058
SALES	ITALY	MAURIZIO MALUTA	26310375

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - JAPAN

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
Supply Mgt.	JAPAN	TAKAHIRO KOBAYASHI	58410238
Supply Mgt	JAPAN	YUICHI SATO	50883313
Supply Mgt.	JAPAN	YUMIKO TSUTSUI	58220801
Supply Mgt.	JAPAN	TETSUYA SAITO	50906008
Logistics	JAPAN	Megumi Tadano	50884089
Logistics	JAPAN	Kyomi Kogo	50902566
TECH PUB	JAPAN	MORISAN	
TECH PUB	JAPAN	FUJIWARA	
FINANCE	JAPAN	SHUICHI SATO	58410525
FINANCE	JAPAN	SATOSHI OTAKE	50861544
FINANCE	JAPAN	SHO YOSHIDA	50980781
QUALITY	JAPAN	TAKESHI OYAMA	50920240
SALES	JAPAN	HITOSHI SHIMAMURA	50929352
SALES	JAPAN	TOSHIYA HORI	50902680
SALES	JAPAN	HARUKI AZUMA	50770037
SALES	JAPAN	HIROAKI MIYANAGA	50850825
SALES	JAPAN	HIROYUKI NAGUMO	50870990
SALES	JAPAN	HISAYUKI UEDA	50893024
SALES	JAPAN	KENICHI MIURA	50871082
SALES	JAPAN	MASAYUKI IKEDA	50910088
SALES	JAPAN	NOBUKO KIMURA	50914119
SALES	JAPAN	NORHIRO SONO	50884603
SALES	JAPAN	TETSUYA TOSA	50850652
SALES	JAPAN	TOSHIHIRO SEKINE	50871795
SALES	JAPAN	TOSHIHIRO NAKAYAMA	50881595

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - KOREA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	KOREA	JIN-MAN KIM N	01425800
SALES	KOREA	SANG-MI KIL N	01422662
SALES	KOREA	KYEONG-RAN SONG MS	01470183
SALES	KOREA	JIN YOUNG CHUNG MS	01470160
SALES	KOREA	JIN WOO CHANG MS	01470511
SALES	KOREA	JUNG-SHIL CHEON MS	01470227

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - MALAYSIA

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
FINANCE	MALAYSIA	TING LAI TIANG	83000038
FINANCE	MALAYSIA	MINTOM BT MD SHAH	83000075
FINANCE	MALAYSIA	FLORENCE JOYCE A/P ASL MICHEAL	83002730
FINANCE	MALAYSIA	LAU THIEN CHEONG	83011768
FINANCE	MALAYSIA	ELIZABETH EASAW A/P N.JOHN EASAW	83015782

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - MEXICO

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
FINANCE	MEXICO	CAROL LYNN PRIETO FRIEDERICH	44013625
FINANCE	MEXICO	CECILIA ARAMBULA VELEZ	44013689
FINANCE	MEXICO	CLAUDIA GEORGINA MARTINEZ CHAVEZ	44012449
FINANCE	MEXICO	MA DEL ROCIO MURILLO MUQOZ	44010706
FINANCE	MEXICO	MA DEL ROCIO FLORES CONTRERAS	44007200
FINANCE	MEXICO	MARIO ROSALES VELARDE	44012432
FINANCE	MEXICO	ROSA MARIA GUTIERREZ SALAS	44011371

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - PHILIPPINES

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
FINANCE	PHILIPPINES	ANGELINA M MINIANO	01355830
FINANCE	PHILIPPINES	AURORA B ESTRELLA	01343059
FINANCE	PHILIPPINES	BERNARD B VILLAR III	01350849
FINANCE	PHILIPPINES	BRIGIDA C ISIP	01323515
FINANCE	PHILIPPINES	JOCELYN E BATAC	01359384
FINANCE	PHILIPPINES	LEONCIO E ATIENZA	01356713
FINANCE	PHILIPPINES	MA. LINDA A ARCILLA	01359121
FINANCE	PHILIPPINES	MA. LOURDES C DULIG	01357455
IT	PHILIPPINES	EILEEN P MADRID	01358584
IT	PHILIPPINES	JEANIMAR T JURICA	01300037
IT	PHILIPPINES	JENNIFER ANN A UY	01354888
IT	PHILIPPINES	JOHN JILL J NAVARRO	01359511
IT	PHILIPPINES	JOSE G DUNGO	01358180
IT	PHILIPPINES	LEMUEL Z ELESTERIO	01359170
Supply Mgt.	PHILIPPINES	ROXANNE B BORROMEO	01329603
Supply Mgt.	PHILIPPINES	EDGARDO O LAZO	01348389
Supply Mgt.	PHILIPPINES	GEORGE MACAWILE	01354460
Supply Mgt.	PHILIPPINES	LEVITA D COMIA	01312724

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEE - PUERTO RICO

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SPS	PUERTO RICO	FIGUEROA, NYDIA	30003883

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - SINGAPORE

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
FINANCE	S'pore	TAY BEE HONG	01700046
SALES	S'pore	CHING NENG HAU	01700054
SALES	S'pore	WEE CHEE KIONG BOBBY MAMSFIELD	01700360
LOGISTICS	S'pore	CHAN WAI FUN	01700102
LOGISTICS	S'pore	PEK SIEW ENG	01700086

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - SPAIN

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	SPAIN	MARIA TURRION OLAVARRIET	26330007
SALES	SPAIN	GERMAN CUELLO SEGURA	26330026

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - SWITZERLAND

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	SWITZERLAND	PIERRE DETRAZ	26300010

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - TAIWAN

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	TAIWAN	JOYCE CHAO MS	01010254
SALES	TAIWAN	TONY CHIANG MR	01010179

Transferred Shared Services Employees - U.S.

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEES - UNITED STATES

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
FINANCE	USA	MULLEN, MARY F	10001441
FINANCE	USA	GURECKI, ALETHEA T	10006504
FINANCE	USA	BAEZA, JUDY A	10031366
FINANCE	USA	BRACKINS, ELNORA	10053479
FINANCE	USA	CANEZ, ELOISA B	10071811
FINANCE	USA	FORD, OLGA L	10074286
FINANCE	USA	ULM, JOANN	10079238
FINANCE	USA	FORD, JESUSITA L	10080428
FINANCE	USA	TRONE, ALVIN D	10081752
FINANCE	USA	CAMARENA, CHRISTINA	10091241
FINANCE	USA	KELLEY, SKYLER	10133663
FINANCE	USA	BARTEL, CHAD E	10136786
FINANCE	USA	JARVIS, RONALD D	18005974
IT	USA	COCKRILL, ROBERT S	18006090
IT	USA	PERLING, NANCY E	18006039
IT	USA	THORNHILL, DANIEL	10013176
IT	USA	AICHE, MARWAN	10091074
IT	USA	ALLISON, JAMES D	10129801
IT	USA	ASHCRAFT, RANDALL N	10013516
IT	USA	BABCOCK, DEAN T	10076011
IT	USA	BEJARANO JR, HECTOR H	10078675
IT	USA	BELLIOTTI, RICK J	10120059
IT	USA	BLAIR, DANNIE J	10066539
IT	USA	BRIGNONI, LIZMARI	10088302
IT	USA	CERNY, DOUGLAS R	10080036
IT	USA	CZIAIA, JOANN M	10103999
IT	USA	DWYER, DARYL	18005545
IT	USA	ESPARZA, GLORIA	10074356
IT	USA	EWING, ROBERT W	10127873
IT	USA	GALLIVAN, DANIEL T	10098224
IT	USA	GARRETT, TIM M	10009043
IT	USA	GLOVER, RONALD R	10125255
IT	USA	GRIEVE, DAVID	18000352
IT	USA	HATTY, MICHAEL	10046505
IT	USA	HESTER, MARK M	10071993
IT	USA	JENSEN, CAROL E	10065905
IT	USA	JOHNSON, RONALD	10096341
IT	USA	KRUEGER, SPENCER V	10107923
IT	USA	LACY, ROBERT	18006091
IT	USA	LISTER JR, JIMMIE R	10004117
IT	USA	MacAFEE, SHELLIE H	18006065
IT	USA	MAGATA, BRUCE G	10117760
IT	USA	MICHIELUTTI, R JANELL	10071556
IT	USA	MURPHY, TERRENCE E	10127857
IT	USA	PARKER, HAROLD E	10133662
IT	USA	RIGGS, THOMAS	18000476
IT	USA	RUFFNER, DONALD C	10087292
IT	USA	SCOTT, DEBI A	10080967

Transferred Shared Services Employees - U.S.

GROUP	LOCATION	NAME	COMMERCE ID
-----	-----	-----	-----
IT	USA	SHOEMAKER, JOHN M	10099966
IT	USA	STEPHENS, RICHARD	18000023
IT	USA	STORER, MARK A	10047172
IT	USA	SWITZER, KARIN	10076693
IT	USA	THOMPSON, CHRISTOPHER C	10106951
IT	USA	VU, LAN	10125578
IT	USA	WHITE, MARIE	18001637
IT	USA	WIERSCH, ANTHONY H	10004693
IT	USA	YANG, HONG	18003112
IT	USA	ZDILLA, ANGELA M	10112327
IT	USA	GLENN, REBECCA G	10077735
IT	USA	MARHOEFER, CARL M	10034506
QUALITY	USA	CASEY, MARTIN J	10010599
QUALITY	USA	AFSHAR, DARYOUSH D	10011806
SALES	USA	HOLLOP, WALTER J	10003292
SALES	USA	WHEATLEY, WILLIAM R	10007706
SALES	USA	CIAMPAGLIA, MICHAEL	10009324
SALES	USA	STONE, RICHARD D	10065110
SALES	USA	LONG, JAMES F	10128094
SALES	USA	JOHNSTON, JOHN	10049052
SALES	USA	SHORB, JOHN	10044477
SALES	USA	ROBERTSON, JOHN T	10047808
SALES	USA	ELZEY, MARK E	10080426
SALES	USA	ETTINGER, FRED	10045405
SALES	USA	MICHAEL L REYNOLDS	10075783
	USA	MILANO, GREGORY S	10008936
	USA	VAN LEEUWEN, ERIC	10039165
	USA	WITCHGER, THOMAS R	10023350
	USA	WOLOSYN, RONALD	10002980
	USA	JULIE CONWAY	10077344
Logistics	USA	AMIE EISWERTH	18004288
Logistics	USA	BRUCE A KELSEY	18004206
Logistics	USA	CHERYL L MONK	10132443
Logistics	USA	DAVID POUNDER	23311946
Logistics	USA	FRANK A LACAGNINA	10107762
Logistics	USA	GARY B CORDELL	10004539
Logistics	USA	JOHN SYMONS	10133370
Logistics	USA	KATHLEEN W HAND	10086318
Logistics	USA	KEVIN G ROWAN	10045875
Logistics	USA	MARK S COLDIRON	10066640
Logistics	USA	MARLA JANE KRIZ-ROLE	10069597
Logistics	USA	PAUL S PIERCE	10053591
Logistics	USA	SARAH CORELLA	18003904
Logistics	USA	SHERRY L RENTER	10076724
Logistics	USA	SUSAN L GUDYKUNST	10075832
Logistics	USA	TINA M CHARON	10026029
Logistics	USA	WILLIAM JR J PITMAN	10073737
CSO	USA	NOBEL, CHARLES A	10079225
CSO	USA	PIERCE, PAUL S	10053591
CSO	USA	BROGNA, SHARON R	10000934
CSO	USA	FINCK, LYNN	10001818
CSO	USA	WOOD, MARGARET A	10010844
CSO	USA	SHELTON, CAROLINE L	10019477
CSO	USA	TOMLINSON, MARY A	10022807
CSO	USA	DAVIS, BOBBETTE F	10028912

Transferred Shared Services Employees - U.S.

GROUP	LOCATION	NAME	COMMERCE ID
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CSO	USA	SOLYMOSI, GEORGE T	10039679
CSO	USA	WEISE, RICHARD R	10043084
CSO	USA	KURTTI, ANN M	10045515
CSO	USA	CALDERONE, SHERRY	10047477
CSO	USA	QUINN, NANCY L	10047797
CSO	USA	WOLF, LYNDA M	10048613
CSO	USA	EDISON, ZOE A	10049026
CSO	USA	HOLBROOK, CAROL L	10050871
CSO	USA	KIRKHAM, JUDY	10065347
CSO	USA	FULLER, JACQUELINE L	10068412
CSO	USA	POWERS, SUSAN J	10068432
CSO	USA	KRITZLER, MARLENE J	10068767
CSO	USA	DEES, CHRISTIE L	10071494
CSO	USA	TINDELL, KATHLEEN J	10072127
CSO	USA	HUDSON, JANETTE	10072173
CSO	USA	SHOEMAKE, JULIANNE Y	10072592
CSO	USA	ATKINSON, M LYNN	10074290
CSO	USA	VALENZUELA, FELICIA J	10074665
CSO	USA	ORLANDO, SUSAN L	10075072
CSO	USA	STIH, GERALDINE	10075230
CSO	USA	WYMAN, KRISTIN	10075428
CSO	USA	PIERI, R DEAN	10075763
CSO	USA	CALDERON, PETER M	10076065
CSO	USA	RICHARDS, JESSICA	10078666
CSO	USA	GORMAN, LINDA A	10079255
CSO	USA	REID, JOHN W	10079708
CSO	USA	MASON, JOYCE M	10080139
CSO	USA	HERNANDEZ, NELLIE M	10080365
CSO	USA	WILLIAMSON, DANNY L	10081009
CSO	USA	DEAKIN, JANINE	10082375
CSO	USA	MITCHELL, MARILYN M	10082962
CSO	USA	DODD, KATHLEEN A	10083368
CSO	USA	CONGER, ROBIN L	10085862
CSO	USA	WHITE, SONIA S	10086656
CSO	USA	GRANNIS, SHARON E	10086870
CSO	USA	WILLIAMS, LISA M	10095119
CSO	USA	RICE, ANDREA L	10099081
CSO	USA	MIRANDA, PETE R	10099994
CSO	USA	LOEWY, LISA T	10121727
CSO	USA	SCOLAMIERO, LINDA A	10001241

MOTOROLA INC.

TRANSFERRED SHARED SERVICES EMPLOYEE - UNITED KINGDOM

GROUP -----	LOCATION -----	NAME -----	COMMERCE ID -----
SALES	UNITED KINGDOM	PETER RUSSEL	21312036

EMPLOYEE MATTERS AGREEMENT

SCHEDULE 2.4(a)

SCG DOCUMENTS
CONTAINING
TERMS AND CONDITIONS
OF EMPLOYMENT -
BY COUNTRY -
(MAY 9, 1999)

TERMS AND CONDITIONS IN AUSTRALIA

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Standard Operating Procedures
 - A. Rostered days off
 - B. Overtime
 - C. Performance and Development Review
 - D. Performance Improvement Program
 - E. Separation of Employment
 - F. Rules of Conduct
 - G. Holidays
 - H. Annual Leave
 - I. Personal Leave
 - J. Parental Leave
 - K. Special Leave of Absence
 - L. Compassionate Leave
 - M. Long Service Leave
 - N. Educational Assistance
 - O. Domestic Relocation
 - P. Equal Employment and Non-Discrimination
 - Q. Harassment
 - R. Disciplinary Action
 - S. Affirmative Action
 - T. Respect for Senior Service
 - U. Resolving Complaints and Grievances

TERMS AND CONDITIONS IN BRAZIL

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Pension Plan - Motorola do Brasil (including Basic Retirement and Supplementary Retirement)

TERMS AND CONDITIONS IN CANADA

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Guidebook: Planning Today for Your Tomorrow with the Motorola Retirement Program in Canada
2. Life Steps Flexible Benefit Program (2 versions)
 - A. How your Life Steps Flexible Program works
 - B. Life Steps Extended Health Care Plan
 - C. Rate Summary
 - D. Other Important Information
3. Human Resources Policies and Procedures
 - A. Association/organization membership fees
 - B. Educational Assistance
 - C. Disability Plan
4. AT&T Capital "Benefit Leasing" Vehicle Program
5. Aetna Employee Assistance Program
6. Canada Life Group Home and Auto Insurance
7. Website printouts re Motorola Canada Limited Retirement Program
8. Employee Benefits Plan administered by Aetna Benefits Management Inc. or Motorola Canada Limited, Contract No. 7156
9. January 29, 1999 correspondence re Revised Amendment No. 1 to UNUM policies #83529-001 and 83529-002, with policies attached
10. Motorola Canada Ltd. Pension Plan (effective January 1, 1992)
11. Deferred Profit Sharing Plan for Employees of Motorola Canada Ltd.
12. 1999 Business Planning Calendar reflecting holidays
13. Enhanced Vacation Policy (December 1997)
14. Non-Contributory Defined Contribution Pension
15. Group Registered Retirement Savings Program

TERMS AND CONDITIONS IN CHINA

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of Employment Contract for an Employee for Motorola (China) Electronics Limited (Chinese version and English translation)
2. Motorola Incentive Plan of 1998

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Leshan-Phoenix Semiconductor Co., Ltd. Human Resources Policy (English translation)
 - A. Work Practice/Benefits Summary
 - B. Employment
 - C. Transfer of Employee Residential Account
 - D. Working Hours
 - E. Compensation Administration
 - F. Performance Management System
 - G. Change of Status
 - H. Overtime
 - I. Shift Premium
 - J. Meal Premium
 - K. Annual Bonus Payment
 - L. Housing
 - M. Employees' Medical
 - N. Educational Assistance
 - O. Employment Contract Signing
 - P. Attendance
 - Q. Personal Leave and Sick Leave
 - R. Annual Leave
 - S. Compensable Absences
 - T. Holidays
 - U. Prolonged Illness Leave
 - V. Women's Employee Protection
 - W. Transportation for Employees
 - X. Termination of Employment
 - Y. Resignation Procedure
 - Z. Disciplinary Procedure
 - AA. Grievance Procedure
 - BB. Employee Service Committee
 - CC. Internal Opportunity System
 - DD. Employee Housing Program
 - EE. Training Bond Policy
2. Orientation materials, Beijing 1996
3. Employer's Liability Insurance Health Benefit (4/16/99)

TERMS AND CONDITIONS IN CZECH REPUBLIC

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Contract of Employment between Motorola s.r.o. as "Employer" and XY as "Employee", dated Feb. 5, 1999 (Czech version and English translation)
2. Form Contract of Employment between Motorola s.r.o. and employee and Appendix thereto, dated March 15, 1999
3. Employment Offer Letter
4. Letter of Understanding, long-term expatriate assignment
5. June 25, 1997 letter concerning secondment from Motorola
6. Letter of Understanding, long-term expatriate assignment dated Sept. 8, 1997

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. HR Policies
 - A. Training and Development
 - B. Manpower Control Procedure
 - C. Hiring of Temporary Staff
 - D. Management Responsibilities for Leavers from their departments
 - E. Payroll Procedure
 - F. Vacation
 - G. Relocation
 - H. Overtime
2. Life and Permanent Disability

TERMS AND CONDITIONS IN FINLAND

[To be provided]

TERMS AND CONDITIONS IN FRANCE

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of Contract of Employment (French version)
2. Letter of Understanding (long-term expatriate assignment)
3. Letter of Understanding (repatriation)
4. Letter of Understanding (7-12 months married)
5. Letter of Understanding outlining the terms and conditions of transfer to Motorola
6. Firm Offer Letter for Exempts
7. HR Manual in French
8. Jurisprudence Sociale Commentee
9. La Modification du Contrat de Travail
10. Capricel Prevoyance Notification re Motorola Semiconductors

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Benefits provided for Motorola Semiconducteurs, Toulouse by Capricel Prevoyance
2. Insurance Contract with Capriceo Prevoyance
3. Sample Voluntary Contract Re Short-Term Illness
4. Supplemental Life
5. Supplemental Death and Disability
6. Supplemental Medical
7. Accident/Illness Insurance

TERMS AND CONDITIONS IN GERMANY

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Employment Contracts
 - A. Standard Employment Contract between Motorola GmbH, Semiconductor Division, and [employee]
 - B. Supplementary Agreement between Motorola GmbH and [employee] re private use of company cars
 - C. Standard Employment Agreement between Motorola GmbH and [employee]
 - D. Standard Employment Agreement between Motorola GmbH Semiconductor Division, and [employee]
 - E. Standard Employment Agreement between Motorola GmbH, Semiconductor Division, and [trainee]
 - F. Standard Employment Agreement between Motorola GmbH Semiconductor Division/SCG, and [trainee]
 - G. Relocation Allowance Policy
 - H. General Business Conditions of Personnel Munchen GmbH
 - I. General Contract for the Motorola Electronic GMB - Flensburg

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Group Insurance Contract
 - A. Group Insurance Contract between Motorola Funkgerate GmbH and Allgemeine Assekuranz (Asslourazioni Generali) of August 20, 1970.
 - B. Amendment of January 19, 1972 between Motorola Funkgerate GmbH and Allegemeine Assekuranz (Assklourazioni Generali) to contract listed under 1.1
 - C. Amendment of December 11, 1975/February 25, 1976 to Group Insurance Contract between Motorola Halbleiter GmbH and Allgemeine Assekuranz to Group Insurance Contract
 - D. Amendment of December 11, 1975/February 24, 1976 between Motorola GmbH, Radio Products Division, and Allgemeine Assekuranz to Group Insurance Contract
 - E. Amendment of May 12, 1984 between Motorola GmbH and Generali Lebensversicherung AG to Group Insurance Contract
 - F. Amendment of April 24, 1986 between Motorola GmbH and Generali Lebensversicherung AG to Group Insurance Contract
 - G. Group Insurance Contract between Storno Electronic GmbH and Generali Lebensversicherung AG of November 18/28, 1990
 - H. Amendment between Motorola Electronic GmbH and General Lebensversicherung AG of March 19, 1992 to Group Insurance Contract listed under 1.7 above
 - I. Group Insurance Contract No. 2 between Motorola Electronic GmbH and Generali Munchener Lebensversicherung AG of October 18/November 11, 1994 with attached General Conditions for Group Life Insurance, July 1994 and Conditions for Occupational Disability Supplementary Insurance

- J. Amendment of August 25/December 23, 1998 between Motorola GmbH and Generali Munchener Lebensversicherung AG to Group Insurance Contract listed under 1.9 above
- 2. Pension Plan for Employees of all divisions of Motorola GmbH, status October 1997 (as amended through January 1995) (with attached Annexes I - excerpt from Social Code -and 2 - calculation of pensions for part-timers)
- 3. Shop Agreements
 - A. General Conditions of Work of Motorola GmbH, Semiconductor Division (effective as of April 1, 1994)
 - B. Motorola Promotion Program (effective as of June 1, 1982) plus Amendment (dated May 27, 1982)
 - C. Shop Agreement No. 8/84 re "International Medical Insurance Coverage on Business Travel" (effective as of May 15, 1984)
 - D. Shop Agreement No. 8/84 re "Group Accident Insurance" (effective as of May 1, 1984)
 - E. Shop Agreement No. 10/84 re "Use of Private Cars for Business Travel" (effective as of January 1, 1985)
 - F. Shop Agreement No. 6/88 re "Employee Pocket Searches" (effective as of June 1, 1988)
 - G. Shop Agreement No. 8/88 re "Term of Probation Period" (effective as of September 1, 1988)
 - H. Shop Agreement No. 5/89 re "Anniversary Payments" (effective as of January 1, 1989)
 - I. Shop Agreement No. 6/89 re "Marriage and Birth Benefits" (effective as of March 28, 1989)
 - J. Shop Agreement No. 7/89 re "Social Fund" (effective as of January 1, 1989) providing for extraordinary benefits in case of economic emergency due to no fault.
 - K. Social Plan for employees "Logic and Logic Support" departments dismissed on or before September 30, 1990 (with attached Annexes I - social selection - and II - severance policy) dated January 15, 1990 [shop Agreement No. 1/90]
 - L. Shop Agreement No. 2/90 re "Flexible Working Hours and Reduction of Working Time" (effective as of February 1, 1990)
 - M. Shop Agreement No. 3/90 re "Distribution of Annual Salary over 13.3 Monthly Salaries" dated May 17/21, 1990
 - N. Shop Agreement No. 1/92 re "Introduction of a New Employee Development System" (effective January 1, 1992)
 - O. Shop Agreement No. 5/92 re "Computation Basis of Motorola Pension Plan" (effective as of January 1, 1993)
 - P. Shop Agreement No. 1/94 re "Payment of Meal Allowance for Employees in Marketing Field Offices" (effective as of April 1, 1994)
 - Q. Shop Agreement No. 2/94 re "Vacation Carryforward Policy" (effective as of July 1, 1994)
 - R. Shop Agreement No. 3/94 re "Work on Saturdays, Sundays and Public Holidays" (effective as of January 1, 1995)
 - S. Shop Agreement No. 1/95 re "Amendment to Pension Plan for New Hirees as from 1995" (effective as of January 1, 1995)

- T. Shop Agreement No. 2/95 re "Equal Treatment of Male and Female Employees for Pension Plan Purposes" (effective as of May 1, 1995)
 - U. Shop Agreement No. 3/95 re "Amendment to Shop Agreement No. 2/90" dealing with the recording of working hours (effective as of January 1, 1996) (with attached implementation procedures)
 - V. Shop Agreement No. 2/96 re "Allowances for Business Travel" (effective as of March 1, 1996)
 - W. Shop Agreement No. 2/98 re "Refer a Friend Program" (effective as of November 1, 1997)
 - X. Shop Agreement No. 1/99 re "Amendment to Shop Agreement No. 3/94" dealing with the compensation of extra work on Saturdays, Sundays and public holidays for job grades E 09 and above dated February 19, 1999
-
- 4. Statistics on German pension plan
 - 5. Summary of Benefits
 - 6. Pension Plan (für die Mitarbeiter der Motorola GmbH)
 - 7. Disability Insurance Plan (including Supplemental Disability)
 - 8. Life Insurance Plan (including Supplemental Life)
 - 9. Service Recognition Payments Policy
 - 10. Shop Agreement No. 8/84 re "International Medical Insurance Coverage on Business Travel"
 - 11. Shop Agreement No. 8/84 re "Group Accident Insurance"
 - 12. Savings Plan
 - 13. Rental Guarantee Policy
 - 14. Relocation Plan

TERMS AND CONDITIONS IN HONG KONG

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Service Agreement between Motorola Semi-Conductors Hong Kong Ltd. and MSAS Cargo International (Far East, Ltd.)
2. Form Employment Contracts
 - A. Grade E-10 or above
 - B. Grade E-04 to E-09
 - C. Contract for Sales Personnel
 - D. Individual Contract for Overseas Hiring
3. Summary of Separation Programs for Hong Kong Region offered between May 1998 and October 1998.

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Staff Handbook
 - A. Human Resources Policies and Procedures
 1. Employment
 - a. Employment
 - b. Personal Details
 - c. Hours of Work
 - d. Punctuality and Attendance
 - e. Probationary Period
 - f. Performance Management
 - g. Internal Opportunity System
 - h. Referral Bonus
 - i. Termination of Employment
 2. Compensation
 - a. Compensation Philosophy and Administration
 - b. Payment of Salaries
 - c. Cash/Housing Allowance
 - d. Year-end Bonus
 - e. Performance Bonus
 - f. Shift Premium
 - g. Overtime Payment
 3. Benefits
 - a. Holidays
 - b. Leaves
 - c. Provident Fund Scheme
 - d. Group Life Insurance
 - e. Group Medical Insurance
 - f. Employees' Compensation Insurance
 - g. Business Travel Accident Insurance
 - h. Holiday Allowance
 - i. Subsidized Medical Check-up
 4. Training and Development
 - a. Key Objectives
 - b. 5-Day Training Policy
 - c. Training Opportunities
 - d. Individual Performance and Training Planner

- B. Communication
 - 1. Direct Dealing Policy
 - 2. Communication Programs
 - a. Mass Communication Meetings
 - b. General Manager Dialogue
 - c. Human Resources Director/ Manager Dialogue
 - d. Other Communication Programs
 - 3. Speak-out Program
 - 4. Motorola East
 - 5. Notice Boards
 - 6. Grievance Procedures ("Open Door" Policy)
- C. Employee Services and Facilities
 - 1. Cafeteria
 - 2. Recreational Activities
 - 3. Vacation House
 - 4. Health Services
- D. Award and Recognition Programs
 - 1. Service Awards
 - 2. Small Wins Recognition Program
 - 3. Shark's Fin Soup
 - 4. Patent Awards
- E. Rules and Regulations
 - 1. Code of Conduct
 - 2. Disciplinary Procedures
- F. Confidential Information
- G. Security and Safety
 - 1. Employee Badge
 - 2. Access Card
 - 3. Material Pass
 - 4. Company and Non-company Property Pass
 - 5. Bag Check
 - 6. Photo-taking
 - 7. Sign-in Visitor
 - 8. Reporting
 - 9. Parking Facility
 - 10. Security Corners/Notice Boards
 - 11. Safety Programs
 - 12. Typhoon/Black Rainstorm Warning Signal Arrangement
- 2. Employee staff handbook specifying working conditions
 - A. Application of the Employment Ordinance
 - B. Contract of Employment
 - C. Termination of Contracts of Employment
 - D. Employment Protection
 - E. Wages
 - F. Rest days
 - G. Holidays with Pay
 - H. Paid Annual Leave
 - I. Sickness Allowance
 - J. Maternity Protection

- K. End of Year Payment
- L. Severance Payment
- M. Long Service Payment
- N. Wages and Employment Records
- 3. Human Resources Policy
 - A. Recruitment
 - B. Employee Referral Program
 - C. Internal Opportunity System
 - D. New Employee Orientation
 - E. Transfer
 - F. Employee Badge
 - G. Personnel Record
 - H. Probation Employment Period
 - I. Attendance Record (time sheet)
 - J. Typhoon and Black Rain Storm Warning
 - K. Year-End Bonus
 - L. Overtime
 - M. Shift Premium
 - N. Medical Insurance
 - O. Provident Fund Scheme
 - P. Group Life Insurance
 - Q. Business Travel Accident Insurance
 - R. Health Subsidy
 - S. Retirement
 - T. Tax Effective Plan
 - U. Company Holidays
 - V. Annual Leave
 - W. Sick Leave
 - X. Marriage Leave
 - Y. Maternity Leave
 - Z. Compassionate/Jury Leave
 - AA. Paternity Leave
 - BB. Training and Development Sponsorship Policy
 - CC. Company Sponsored Professional Examination
 - DD. Company Sponsored Professional Bodies
 - EE. Membership
 - FF. Internal Instructor Allowance
 - GG. Employee Recreation
 - HH. Vacation House Rental Subsidy
 - II. Food Committee
 - JJ. Company Publications
 - KK. General Manager/Site Manager/Human Resources
Manager Dialogue
 - LL. Mass Communication Meeting
 - MM. Shift Committees
 - NN. "Speak Out"
 - OO. Daily Briefing Sessions
 - PP. Floral/Gift Offering
 - QQ. Equal Employment Opportunity
 - RR. Small Wins

- SS. Departmental Celebration Fund
- TT. Direct Labor Lockers
- UU. ESD Protecting Uniform/Shoes
- VV. Photo/Video taking
- WW. SHC Car Parking
- XX. Rules of Conduct
- YY. Disciplinary Procedures
- ZZ. Tardiness
- AAA. Termination of Employment
- BBB. Performance Improvement Plan (PIP)
- 4. American Assurance Company Limited Policy issued to Motorola Semiconductors Hong Kong, Ltd. and Motorola Asia Pacific Ltd. with endorsements
- 5. Summary of Benefits
- 6. Summary of HR policies, benefits, and compensation programs and plans
- 7. Motorola Hong Kong Provident Fund Scheme-Sample Balanced Investment Fund, Asian Fund, and Deposit Fund
- 8. American International Assurance Company Limited Group Life Policy, with endorsements.
- 9. American International Assurance Company Limited Group Hospital and Surgical Policy, with endorsements
- 10. Benefit Insurance Policy letter to Edmund Chan, Nov. 24, 1995
- 11. American International Assurance Co., Evacuation and Repatriation Benefit (5/18/98)
- 12. Travel Insurance Policy
- 13. Company Automobile Policy (2/1/99)
- 14. On-the-Spot Recognition Program 1999 (3/15/99)

TERMS AND CONDITIONS IN INDIA

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Terms of Voluntary Severance Plan in India (1998 Plan)
2. Appointment Letter pro forma

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. HR Policies and Procedures.
 - A. Hiring, Promotion, Transfer and Termination Policy and Procedures
 - B. Pre-Employment Medical Examination
 - C. Medical Assistance Scheme
 - D. Relocation Policy
 - E. Leave Rules
 - F. Exit Policy
 - G. Payroll Procedure Policy
 - H. Payroll Audit
 - I. Compensatory Allowance
 - J. House Rent Assistance
 - K. Hard Furnishing Assistance
 - L. Local Conveyance Expenses Reimbursement Policy
 - M. Leave Travel Assistance
 - N. Joining Bonus
 - O. House Lease Policy
 - P. Pest Control at Residence
 - Q. Security at Residence
 - R. Alternate Power Supply Equipment
 - S. Telephone at Residence
 - T. Company Vehicle Plan
 - U. Special Allowance Payment
2. Summary of Benefits
3. RULES: Definitions, Eligibility and Requirements for Membership
4. Master Proposal for Group Gratuity Insurance Scheme
5. Employees' Superannuation Scheme
6. Employees' Provident Fund

TERMS AND CONDITIONS IN IRELAND

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Motorola Retirement and Death Benefit Plan
2. Motorola Medical Aid Scheme
3. Irish Life Disability and Life Insurance
4. Holiday Bonus

TERMS AND CONDITIONS IN ISRAEL

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. A sample of a contract for an MIL Employee (Hebrew)
2. A sample of a job offer, global and overtime (Hebrew)

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. A booklet containing Motorola Israel's "Working Constitution" (Hebrew)
2. Benefits Eligibility for Each of the Company's E-Grade (Hebrew)
3. Summary of Benefits
4. 1998 Compensation Package and Benefits Package
5. Sample Pension Contract (Hebrew)
6. Provident Fund
7. Medical Plan
8. Disability Plan
9. Life Insurance Plan

TERMS AND CONDITIONS IN ITALY

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. National Contracts (Italian)
2. Offer Letter

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Company Car Policy (Italian)
2. Compensation and Benefit Policy (Italian)
3. Compensation and benefits budget proposal for plan year 1999
4. Training Policy (Italian)
5. Labour (CCNL Commercio) (Italian)
6. Medical, Accidental Death and Disability Insurance

TERMS AND CONDITIONS IN JAPAN

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of Employment Contract for Motorola, Japan Ltd. with Motorola Work Rules attached, in English
2. Japanese language contract (one-page) without Work Rules
3. Form employment contract for expatriates
4. Motorola Code of Conduct
5. Notification to local labor government authority re agreement between MJL and representative of MJL
6. Motorolan Committee Japan concerning overtime work
7. Bank account direct deposit application
8. Application for health insurance for additional person
9. Application for changes and additions to additional person health insurance
10. Guidelines for Appropriate Use of Motorola Computer Facilities
11. Form of new employee retirement account
12. Benefit plan confirmation form
13. Memorandum agreement dated 4/1/95 between Shinko Electric K.K. and MJL regarding basic treatment of MJL employees subcontracted to Shinko Electric K.K.
14. Memorandum agreement dated October 1, 1998 between Fenitec Semiconductor K.K. and MJL regarding the fixed salary of the subcontracted employees (Mr. Hiroo Igarashi (Section Chief Manager) and Mr. Yoshiga Hidetoshi (Group Leader))

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Motorola HIS (Health Insurance Society) version and Japanese translation)
2. Retirement Pension Plan/Rules on Resignation Pension: Rates for Payments of Lump Sum Benefit, Deferral Rates Corresponding to Ages at the Time of Retirement, Rates Corresponding to Ages at the Time of Death or Option, Rates for Lump Sum Benefit Opted for
3. Health Insurance
4. Company Asset Building Payroll Savings Account Program
5. Social Insurance
6. Group Auto Insurance
7. Retirement Pension Plan
8. Company Loan Program
9. Baby Sitter Support Program
10. Gifts for Congratulation, Condolences and Sympathy for Disasters
11. Support for Recreational Activities (Sports Club, Tokyo Disneyland, Ticket Reservations, Villas)
12. Pamphlet explaining contents of social, health and labor insurance
13. Pamphlet explaining outline of the Gifts for Congratulations, Condolences and Sympathy for Disasters
14. Rules for the Gifts for Congratulations, Condolences and Sympathy for Disasters
15. Pamphlet explaining outline of Company Asset Building

16. Pamphlet explaining outline of company loan
17. Pamphlets explaining group insurance program
18. Retirement Package Program for Aizu Works
19. Summary of Selective Severance Program
20. Rules on Resignation Pension
21. Rules on Handling of Workmen's Property Accumulation Savings
22. Life Insurance: Dai-ichi Mutual Life Insurance Company, 1998.

NON-COMPETE, CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENTS

1. Confidentiality and Intellectual Property Assignment Agreement
2. Retirement Confidentiality Agreement

OTHER

1. Booklet re Social Insurance Systems

TERMS AND CONDITIONS IN KOREA

EMPLOYMENT, BONUS, INCENTIVE TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of Letter of Employment for Motorola Electronics Pte. Ltd. with Employment Agreement attached
2. Form Letter of Job Offer
3. Probational Employment Contract (in English and Korean)

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. HR Policies/Regulation of Employment
 - A. General Provisions
 - B. Personnel Administration
 1. Employment
 2. Leave of Absence
 3. Reinstatement
 4. Termination and Dismissal
 - C. Service at the Company
 1. General Provisions
 2. Working and Break Hours
 3. Attendance and Departure
 4. Holidays
 - D. Wage
 1. Compensation Management
 2. Allowance
 3. Bonus
 - E. Welfare
 - F. Safety and Health
 - G. Training
 - H. Reward and Disciplinary
 1. Rewards
 2. Disciplinary
 - I. Labor - Management Council
 - J. Addendum

TERMS AND CONDITIONS IN MALAYSIA

EMPLOYMENT, BONUS, INCENTIVE. TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of Letter of Appointment (Employment Contract) for Motorola Semiconductor Sdn Bhd Semiconductor Products Sector
2. Car Benefit for Staff Managers and Policy Handbook
3. Form of Employment Offer Letter and Initial Employment Contract (MSSB)
4. Form of Confidentiality Agreement executed by all new employees (MSSB)
5. Form of End-User Personal Computing Policy executed by all new employees (MSSB)
6. Form of Software Licensing, Information Protection and Non-Disclosure Agreement executed by all employees (MSSB)
7. Sample offer of employment letter, dated September 18, 1997, to Dr. S. Arulkumaran (MSSB)
8. Sample offer of employment letter, dated September 18, 1997, to Mr. Palanisamy Chinnathambi Selvaraj (MSSB)
9. Sample offer of employment letter, dated November 28, 1997, to Mr. Saikat Khisa (MSSB)
10. Sample contract regarding reimbursement of education expenses for children of MSSB employees and related documentation, dated December 1, 1994, to Santhiragasen SP
11. Sample contract (in Malaysian version) per Tawaran Pekerjaan, dated June 6, 1997 (MSSB)
12. Sample offer of employment letter, 12/31/97, to Batumnal aia/p Kuppa Samy
13. Sulit: Borang Permohonan Program Pemberhentian Pekerja Secara Sukarela (VSP), Name: Siti Habshah Abd Talib, [September 3, 1998] (Malaysian version)
14. MSSB Voluntary Severance Program Agreement, signed November 7, 1998 by Siti Habshah Bt Abp Talib (English version, 1st page is missing)
15. Questions and Answers on VSP and Sample of Separation Agreement to be signed by VSP Participants dated January 30, 1998 between Motorola Semi-Conductor SDN BHD between that party and Yyy Scong
16. Voluntary Severance Program
17. VSP Participants and Payout Amounts

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. List of Benefits for Motorola Malaysia: Benefits including Quantifiable (used as calculation for Cost of Labor reports), non-quantifiable and list of compensation
2. List of Benefits for Motorola SMP: Benefits including Quantifiable (used as calculation for Cost of Labor reports), non-quantifiable and list of compensation
3. Health Care and Life Insurance Programs for Motorola Employees in Malaysia, including Medical Coverage, Group Life and Total and

- Permanent Disability Insurance, Accidental Death and Dismemberment Insurance, Major Medical and Catastrophic Coverage (Malaysian version and English translation)
4. Special Premium effective January 1, 1998 and new salary structure for Direct Labor dated November 14, 1997
 5. Senior Executive Plan for Group Hospitalization and Surgical Program (August 12, 1997)
 6. Yearly Renewable Group Term Life Assurance Scheme with Supplementary Permanent Total Disability Benefit (Aetna, dated February 1, 1996)
 7. Pamphlet (Malaysian version) titled Motorola Dan Anda
 8. Memo re Special Premium to All Motorolans working on night shifts, Saturday and Sunday, dated November 14, 1997, effective January 1, 1998
 9. Shift Premium, Policy No. MSSB 213, effective November 11, 1990, Revised November 1, 1993 re additional compensation
 10. Plater Premium, Policy No. MSSB 214, effective September 2, 1984 and revised November 1, 1993 re procedure for employment of platers in the metal finishing department and outline platers premium payable to all platers
 11. Overtime Premium Payments, Policy No. MSSB 215, effective October 1, 1980 and revised November 1, 1993 re rate of premium payments for work performed beyond 8 hours per day and 48 hours per week
 12. Motorola Motor Vehicle Purchase Interest Subsidy, Policy No. MSSB 217, effective July 1, 1982 and revised November 1, 1993 re procedures and conditions under which all employees in 20 grade structure may be granted an interest subsidy for a motor vehicle purchase
 13. Temporary Special Relief Allowance, Policy No. 245, effective August 1, 1981 and revised June 1, 1993 re temporary special relief allowance to alleviate some of the hardship endured due to increased cost of living
 14. Annual Employee Bonus, Policy No. MSSB 255, effective September 1, 1979 and revised November 1, 1993 re conditions under which full-time MSSB and MESB employees may be granted a bonus
 15. Transportation, Policy No. MSSB 275, effective September 1, 1979 and revised July 26, 1995 re conditions under which MSSB employees may be eligible to utilize company-organized transportation
 16. Flexible Benefits Program, Policy No. MSSB 280, effective February 1, 1992 re employees who report to General Manger and grade E 10 and above, applicable to employees of equivalent position in MII with minimum one-year service with Motorola
 17. Holidays, Policy No. MSSB 305, effective September 1, 1983 and revised July 26, 1995 re holidays observed by the company and eligibility for holiday payments
 18. Annual Leave (Vacation), Policy No. MSSB 315, effective September 1, 1984 and revised November 1, 1993 re annual leave with pay for eligible employees

19. Payment for Absent Time (Medical/Hospitalization), Policy No. MSSB 325, effective October 1, 1980 and revised November 1, 1993 re procedures and conditions under which employees may be granted time off with pay for personal illness or non-job related injuries
20. Compassionate Leave, Policy No. MSSB 345, effective September 1, 1984 and revised November 1, 1993 re limited pay continuance during periods of absence from work for reasons deemed compassionate such as birth, marriage or death in the immediate family
21. Maternity Leave, Policy No. MSSB 350, effective March 1, 1985 and revised November 1, 1993 re procedures to be applied when a female employee must be absent from work due to pregnancy
22. Overtime Meal Allowance, Policy No. MSSB 419, effective May 1, 1982 and revised November 1, 1993 re meal subsidy to MSSB and MESB employees who work overtime/work on rest day or public holiday
23. Prolonged Illness Leave, Policy No. MSSB 456, effective June 4, 1989 and revised November 1, 1993 re to enable an employee who is suffering from a prolonged illness to be away from work with pay for a longer period
24. Employee Training and Development Policy, Policy No. MSSB 505, effective May 14, 1981 and revised July 26, 1995 re continuous building of skills and knowledge to develop the employee in order to achieve the goals of the company
25. Educational Assistance, Policy No. MSSB 515, effective date March 13, 1981 and revised July 26, 1995 re assistance in paying for participation in a planned program of study in subjects related to employees current or potential work assignment
26. Service Award, Policy No. MSSB 720, effective March 1, 1982 and revised July 26, 1995 re recognition of long service employees and their dedication to Motorola
27. Mobile Phone, SOP No. 105, effective February 2, 1994, revised December 1, 1997 re guideline for allocation of mobile phones in Motorola Seremban and outline the procedure on mobile phone benefits
28. Motivation Expense Reimbursements, SOP No. 219, effective December 9, 1997 re to establish a procedure for motivation expense reimbursements
29. Education Excellence Award for Employee's Children, SOP No. 223, revised June 1, 1997 re to establish a standard procedure for giving award to employee's children who achieve excellent academic results in primary and secondary school
30. Motorolan of the Month Award, SOP No. 330, effective June 4, 1997 re to establish Motorolan of the Month recognition award for all direct labor employees and to establish a procedure for selecting an employee for Motorolan of the Month
31. Mileage Claim, SOP No. 332, effective October 16, 1995, re reimbursement to Motorola Employees who uses his/her own vehicle for company business
32. Technical Excellence Award, SOP No. 334, effective June 15, 1996 re recognition to technical contributors who have accomplished things in a professional manner be it through innovation or adaptation of others' findings
33. Patent Disclosure Award, SOP No. 348, effective January 2, 1997 re providing monetary recognition to technical contributors who have submitted a patent proposal

34. Six Sigma Black Belt, SOP No. 350 re policy on compensation that will promote development of a cadre of broadly experienced individuals who will champion the use of statistics based quality improvement tools
35. Direct Labour Scholarship Program (Full Time Program), SOP No, 407, effective April 5, 1996 (extension of Policy No. 515 for Direct Labour Scholarship) re to assure all employees classified under Direct Labour and General Worker are able to participate in Motorola Scholarship Program
36. Premium - Transformer Attach and Precap Operators, SOP No. 411, effective August 1, 1994 re procedure to employment of direct labor who perform the transformer attach and precap operations in CATV type modules and outline the premium payable to them in recognition of the nature of the job functions
37. Hiring of Contract Manufacturing Specialists (Motorola Rakan Industri Program), SOP No. 415, effective September 4, 1995 re hiring of new manufacturing specialists temporarily for six months
38. Bereavement Donations, SOP No. 420, effective September 1, 1996 re to financially help employee's family during period of bereavement and to express Motorola's concern and condolence to bereaved family
39. External Training, SOP No. 422, effective July 10, 1997 re requirements and procedures for attending external training
40. Placement of Manufacturing Specialist after Successfully Passing Their C&G II or MLVK II, no SOP no., effective March 25, 1998 re process of placement and upgrading of Manufacturing Specialists depending upon successfully passing their C&G II or MLVK II
41. Car Benefit for Staff Managers, Policy No. MSSB 218, effective January 1, 1989 and revised July 26, 1995 re to provide company cars to local staff managers who report directly to the general manager of Motorola Semiconductor Sdn Bhd Seremban
42. Retirement Benefit Fund, Policy No. MSSB 415, effective January 1, 1981 and revised November 1, 1993 re lump sum retirement benefits for all eligible employees
43. Travel Accident Insurance, Policy No. MSSB 420, effective May 1, 1982 and revised November 1, 1993 re benefits paid when injuries result from company business travel
44. Medical Coverage, Policy No. MSSB 451, effective March 16, 1981 and revised November 1, 1993 re medical coverage benefits to employees and their dependents
45. Major Medical and Catastrophic Insurance, Policy No. MSSB 451A, effective April 1, 1990 re major medical and catastrophic insurance plan for employees at grade E10 and above and their dependents beyond the Senior Executive Plan for Group Hospitalization and Surgical Program (Policy no. 451) for all employees

46. Group Life and Total and Permanent Disability Insurance, Policy No. MSSB 453, effective November 1, 1984 and revised November 1, 1993 re group life and total and permanent disability non-contributory, 24 hour insurance coverage
47. Accidental Death and Dismemberment Insurance, Policy No. MSSB 454, effective November 1, 1984 and revised November 1, 1993 re provide all employees with accidental death and dismemberment non-contributory, 24 hour insurance coverage
48. Dental Benefit, Policy No. MSSB 455, effective April 6, 1989 and revised November 1, 1993 re monetary subsidy for dental care and treatment received from a registered dental surgeon
49. Major Medical and Catastrophic Coverage, SOP No. 426, effective January 1, 1998 re major medical and catastrophic coverage for permanent employees at Grade 10 and below, maximum coverage is RM25,000 per annum
50. American International Assurance Company Limited Group Life Policy (GL-34065) re Motorola Semiconductor SDN BHD
51. Motorola Semiconductor Sdn Bhd Supplemental Group Life Policy (GL 34065) written by American International Assurance Company Limited, effective April 1, 1984
52. Motorola Semiconductor Sdn Bhd Group Accidental Death and Dismemberment Continental Scale, written by American International Assurance Company Limited, effective October 1, 1998
53. Motorola Semiconductor Sdn Bhd Group Total and Permanent Disability Income Benefit, written by American International Assurance Company Limited, effective April 1, 1984
54. American International Assurance Company Ltd. Group Life Policy GL 33996, issued to Motorola Malaysia SDNVHD
55. Supplementary Contract attaching to Policy GL-33996, effective April 1, 1984 56. Supplementary Benefit Attaching to Group Policy No. GL-33996, effective October 1, 1998

NON-COMPETE, CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENTS

1. Confidential Information Agreements (includes End-User, Personal Computing Policy, Software Licensing, Information Protection and Non-Disclosure Agreement and Employment Confidentiality) of Siti Habshah Bt Abd Talib
2. Confidential agreements with Ho Jenn Thair, dated July 6, 1992
3. Motorola Semiconductor Products Sector SOP 8-13, Protection of Proprietary Information (POPI), SPS Worldwide Policies, March 16, 1998, printed July 22, 1998 at 4:07PM
4. Protection of Proprietary Information, Motorola Semiconductor Components Group - Manufacturing Asia - Seremban, PowerPoint Slide Presentation, marked "Motorola Internal Use Only"

TERMS AND CONDITIONS IN MEXICO

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of individual Direct Labor contract (employees involved in production) (English and Spanish)
2. Form of individual Indirect Labor contract (administrative employees) (English and Spanish)
3. Documents relating to interns and internships 4. Documents relating to voluntary resignation and settlement

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Plan de Reembolso de Gasto Medicos Mayores que Motorola de Mexico, S.A. (Life Insurance and Medical Plan Policies for Mexico - Spanish version only) (Aon Risk Services; Seguros Comercial America)
2. Mexico Information (SCH) re dollar amounts for the Concept, Medical Plan and Retirement Plan for 1997 and 1998
3. Major Medical Plan Changes 1999 Motorola de Mexico S.A., dated January 14, 1999 and effective February 1, 1999
4. Golf club deeds for Motorola de Mexico, S.A. with membership forms for Motorola employees Gregory Marshall, Randy Walker, Angel Cifuentes
5. Acta de la Junta del Comite Tecnico del Plan de Pensiones para el Personal al Servicio de Motorola de Mexico, S.A.
6. Document regarding Sistema de Credito Fonacot (credit for employees)
7. Documents regarding vehicles for Motorola managers
8. Instituto Mexicano Del Seguro Social (Social Security)
9. Infonavit (mandatory payroll deduction)
10. Alta 2% Edo. (state taxes)
11. Education policy
12. Efectivale, S.A. de C.V. (food coupons)
13. Bonus policy
14. FOPESEMOM (Credit Union)
15. Payroll Consolidation Project
16. Various documents relating to plant health and safety
17. Group Life and Disability Insurance
18. Description of benefit plans letter 4/14/99 and "1998 Global Sales Incentive Plan" (attached)
19. Retirement Plan
20. Savings Fund
21. Major Medical Expense Reimbursement Plan

NON-COMPETE, CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENTS

1. Code of conduct/confidentiality agreement for employees

TERMS AND CONDITIONS IN PHILIPPINES

EMPLOYMENT, BONUS, INCENTIVE. TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of Employment Agreement for Motorola Philippines, Inc.
2. Probationary Employment Agreement (Indirect Labor)
3. Signing Bonus Agreement
4. Temporary Appointment (Direct Labor)
5. Cadet Engineer Training Agreement
6. Cadet Technician Training Agreement
7. OJT/Intern Training Agreement
8. Project Contract (Project Engineer/Project Technician)
9. Memo to All Motorolans re Special Premium for night shift and weekend shifts effective January 1, 1998
10. List of Benefit Programs for Motorola Philippines, updated October 26, 1998
11. Notice of Redundancy; Voluntary Resignation Program Proposal
12. Change of Status Form
13. Employment Clearance Form
14. Release and Quit Claim Form
15. General Manager letters of 4/16/98, 7/14/98 re consolidation and departures

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Motorola Philippines, Inc. Personnel Policy Manual as of October 1, 1998
 - A. Personnel policy (8/1/98)
 - B. Staffing procedure (4/15/98)
 - C. Probationary employment period (6/1/98)
 - D. Rehire of former employees (10/1/98)
 - E. The MPI cadetship program (6/1/98)
 - F. Internal opportunity system (10/1/98)
 - G. Salary administration (1/1/98)
 - H. Performance and Merit Review (10/1/98)
 - I. Hours of work (9/1/98)
 - J. Overtime Pay Policy (1/1/98)
 - K. Night Shift Premium (9/1/98)
 - L. Mid-year Bonus (4/1/98)
 - M. Compensatory Time Off (1/1/98)
 - N. Report Time Pay (Canceled 12/12/94)
 - O. Christmas Bonus/13th Month Pay (9/1/98)
 - P. Performance Bonus Plan (Canceled 9/1/98)
 - Q. Attendance Bonus (1/1/98)
 - R. Temporary Allowance-Direct Labor (9/1/98)
 - S. Temporary Allowance-Indirect Labor (9/1/98)
 - T. I Recommend (AHA! Award) Policy (1/1/91)
 - U. Employee Transfer (Canceled 9/1/98)
 - V. Performance Improvement Program (9/1/97)
 - W. Maintenance and Repair of Staff Manager's Car (9/1/91)
 - X. Local Per Diem Allowance (5/1/97)

- Y. Gasoline Allowance (8/1/92)
 - Z. Direct Labor Performance Review System (7/1/98)
 - AA. Holiday Pay (9/1/98)
 - BB. Annual Leave Policy (10/1/98)
 - CC. Sick Leave Policy (11/12/90)
 - DD. Bereavement Leave (9/1/98)
 - EE. Maternity Benefit (5/24/97)
 - FF. Paternity Leave (9/1/98)
 - GG. Contingency Pay Policy (9/1/98)
 - HH. Prolonged Sick Leave Benefit (6/1/98)
 - H. Free Meal Policy (6/1/98)
 - JJ. Free Shuttle Bus (10/6/91)
 - KK. Health Maintenance Plan (1/1/98)
 - LL. Group Life and AD&D Insurance (9/1/98)
 - MM. Comprehensive Medical Check-Up (6/1/98)
 - NN. Free Medicines (6/1/98)
 - OO. Financial Assistance (4/1/97)
 - PP. Vehicle Loan Policy (1/1/98)
 - QQ. Company Car (1/1/98)
 - RR. Car Program for Field Personnel (1/1/93)
 - SS. Meal Subsidy (6/1/98)
 - TT. Car Loan Interest Subsidy (1/1/98)
 - UU. Rice Subsidy (2/1/98)
 - VV. Tuition Fee Subsidy (4/94)
 - WW. Reimbursable Expense (1/1/98)
 - XX. Employee Training and Development (9/1/97)
 - YY. Revised Educational Assistance Program (10/2/94)
 - ZZ. Employee Special Training (8/1/97)
 - AAA. Individual Development Plan (4/15/98)
 - BBB. Speak-Out (6/1/98)
 - CCC. Notice Boards (6/1/98)
 - DDD. Employee Relations (6/1/98)
 - EEE. Length of Service (6/1/98)
 - FFF. Recreation Program (6/1/98)
 - GGG. Grievance Plan (6/1/98)
 - HHH. Motorolan of the Month (6/1/98)
 - III. Rules of Conduct and Corrective Discipline (3/93)
 - JJJ. Change in Personnel Information (9/1/98)
 - KKK. 201 File (4/1/98)
 - LLL. Attendance Policy (7/92)
 - MMM. Separation from Employment (9/1/98)
 - NNN. Special Attrition Plan (3/1/90)
 - OOO. Length of Service (6/1/98)
 - PPP. General Manager's Award of Excellence
2. Motorola Philippines, Inc. Benefit Programs
 3. Motorola Motor Vehicle Purchase Interest Subsidy, effective January 7, 1982 and revised January 11, 1993
 4. Retirement Benefit Plan, effective June 1, 1998
 5. Life insurance with Philarn Life

6. Health Maintenance Plan/Maxicare HealthCare Plan
7. Details on Pension Plan with Retirement Accrual Table
8. Philam Life Group Policy No. 0-1926-0000 issued to Motorola Philippines, effective January 1, 1998
9. Service Agreement Between Motorola and Philippine Health-Care Providers, Inc.

TERMS AND CONDITIONS IN PUERTO RICO

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Puerto Rico Motorola Employees' Savings Plan
2. Motorola Puerto Rico Employee Medical Benefits Plan
3. Motorola Puerto Rico Employee Dental Benefits Plan
4. Motorola Puerto Rico Long Term Disability
5. Motorola Puerto Rico Group Life

TERMS AND CONDITIONS IN SINGAPORE

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form contract of employment
2. Form of employment agreement
3. Individual Employment Agreement for Normal Staff
4. Individual Employment Agreement for Sales Staff

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Singapore Human Resource Policy
 - A. Working hours
 - B. Annual Wage Supplement
 - C. Car Allowance
 - D. Shift Allowance Premium
 - E. Overtime payment
 - F. Award Recognition Program
 - G. Meal Allowance for Overtime Work
 - H. Holidays
 - I. Annual Leave
 - J. Medical Leave
 - K. Maternity Leave
 - L. Other paid leave
 - M. No-pay Leave
 - N. Outpatient Medical Coverage
 - Ø. List of Company/Zonal Doctors
 - P. In-patient Medical Coverage
 - Q. Dental Benefits
 - R. Life and Accident Insurance Coverage
 - S. Flex Benefit
 - T. Wellness Incentive Scheme
 - U. Winter Clothing Plan
 - V. Company Car
 - W. Transport Plan
 - X. Car Loan Interest Subsidy
 - Y. Service Benefit Plan
 - Z. Professional Membership Subscription
 - AA. Pagers/Cellular Phones/Other Tools of Trade
 - BB. Termination of Employment
2. Healthcare and Life Insurance Programs for Motorola Employees in Singapore, including Medical Coverage, Dental Coverage, Group Life, Accidental Death and Dismemberment, Total Permanent Disability Insurance, Major Medical and Catastrophic Coverage
3. American International Assurance Company Limited Group Life and TPD Policy No. GL-68222

TERMS AND CONDITIONS IN SLOVAKIA

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form of Employment Contract of Motorola s.r.o. (Slovak version and English translation) with attached Appendix and internal Rules

TERMS AND CONDITIONS IN SPAIN

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER
AGREEMENTS

1. 1999 Company Car Policy for Spain
2. Memorandum re: Kilometraje (Kin allowance)
3. E-mail re: Lunch Bonus and Asistencia Sanitaria
4. General Employment Contract
5. Medical Allowance Policies
6. Motorola Espana S.D., Winterthur Pension Plan
7. Medical Allowance

TERMS AND CONDITIONS IN SWEDEN

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form Individual Employment Contracts Between an Employee and Motorola of Sweden
2. Sample Employment Agreement between Motorola and individual employees whose names have been redacted

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Europe 1999 Incentive Plan - Draft
2. Amendment to Car Policy of Sweden
3. Retirement Plan

TERMS AND CONDITIONS W SWITZERLAND

EMPLOYMENT, BONUS, INCENTIVE, TRANSPORTATION, SEVERANCE OR OTHER AGREEMENTS

1. Form Employment Contract for Manager
2. November 7, 1991 table setting forth formula for voluntary termination

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Motorola (Suisse) S.A. Personnel Policy Manual (effective January 1, 1982)
 - A. Employment
 1. Employment
 2. Employment Agencies and Consultants
 3. Employment Advertising
 4. University, Technical College and School Recruitment
 5. Temporary Student Employment
 6. Employment of Former Employees
 7. Reinstatement of Employees
 8. Full Employment Program
 9. Relocation Policy for transferred Employees (Domestic location)
 10. Relocation Policy for transferred Employees (International Relocation)
 11. Relocation Policy for New Hires
 12. Housing Allowance
 13. Work Permit/Residence Permit
 14. Probationary Employment Period
 15. Promotion from within
 16. Hours of Work
 17. Change In Personal Information
 18. Publication of company employment date
 19. Authorized Absence
 20. Termination of Employment
 - B. Compensation
 1. 13th Month
 2. Compensation Administration
 3. Overtime
 4. Night/Sunday Shift
 5. Performance Appraisal Program
 6. Salary Review
 7. Compensation during Leave of Absence (sickness or accident)
 8. Compensation during Leave of Absence (other than sickness or accident)
 9. Car Policy
 10. Payroll Advances

- 11. Unclaimed Wages
- C. Holidays - Vacation
 - 1. Holidays
 - 2. Vacation
 - 3. Vacation reduction
- D. Health, Welfare and Benefits
 - 1. Social Insurances
 - 2. Health Insurance
 - 3. Accident Insurance
 - 4. Travel Accident Insurance
 - 5. Pension Plan
 - 6. Medical Examination (pre-employment)
 - 7. Medical Check-up (yearly)
 - 8. Bank Guarantee
- E. Education and Training
 - 1. Educational Assistance (foreign language courses)
 - 2. Educational Assistance (other job related courses)
 - 3. Subscriptions to Professional Institutes
- F. Safety and Security
 - 1. Safety program
 - 2. Employee Badges
 - 3. Group Travel Limitation
- G. Employee Relations
 - 1. Open Door Policy
 - 2. Service Club
 - 3. Service Club Member Gifts
 - 4. Employee Recreation
 - 5. Employee Counseling
 - 6. Newsboards
 - 7. Funeral Offering
- H. General Company Rules
 - 1. Damaged Personal Property
 - 2. Patents and Inventions
 - 3. Parking Facilities
 - 4. Disciplinary Action
 - 5. Applicant Interview
 - 6. Expenses Reimbursement
 - 7. Supplier Gifts
 - 8. Patent/Recognition
- I. Travel and Entertainment Expense Procedure
- 2. Compensation and Benefits publication
 - A. In-House Training
 - B. Swiss Work Permit Regulations
 - C. Salary
 - D. Social Security and Pension Fund
 - E. Insurance

- F. Operating Rules for Flexible Working Hours System
- G. Holidays
- 2. Life Insurance (Winterthur Company Group Insurance)
- 3. Winterthur Foundation Affiliation Contract no. 1/14566/IP re administration of benefits
- 4. Summary of Benefits
- 5. Summary Descriptions of Benefits (French)
 - A. Pension Plan
 - B. Sickness Plan
 - C. Accident Plan
- 6. Dental Care

TERMS AND CONDITIONS IN TAIWAN

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Human Resources Policy Manual
 - A. Foreword
 - B. Award Recognition Program
 - C. Service Benefit Program
 - D. Birthday Celebration Expense Guideline
 - E. Recruitment/Employment
 1. Employment
 2. Employment Agencies, Search Firms, All Other Categories of Third Party Staffing Consultants and Employment Services
 3. Applicant Advertising
 4. College Relations
 5. Internal Opportunity System
 6. Employee Relocation Expense Policy For New Hires
 7. Employee Rehiring Policy
 - F. Compensation
 1. Compensation Administration
 2. Pay Practice
 3. 12-hour Shift Pay Practices
 4. Performance Review Policy
 5. Change of Status
 6. Hours of Work
 7. Overtime Administration
 8. Leave Without Pay (LWOP)
 9. Allowance for Company Schedule Off Day
 10. Injury Leave (with pay)
 11. Car Policy
 12. Business Transportation
 13. Labor Insurance
 14. Retired Insurance Program
 15. METL Employees' Retirement Pension Plan
 16. Annual Employee Bonus Payment
 17. Transportation Allowance
 18. Expatriate Toll Fee
 19. Festival Subsidy
 20. Housing Interest Subsidy
 21. Authorization of Documentation
 22. Physical Examination Guidelines
 - G. Vacation, Holidays and Paid Time Off
 1. Holidays
 2. Annual Leave with Pay (Vacation)
 3. Sick Leave Policy
 4. Personal Leave
 5. Attendance Policy
 6. Compensable Absence
 7. Paternity Leave

- H. Training and Development
 - 1. Employee Training and Development Policy
 - 2. Training and Development Sponsorship Policy
 - I. Employee Communication
 - 1. Employee Communication
 - 2. Bulletin Board Posting
 - J. Employee Relations
 - 1. Name Card
 - 2. Service Club
 - 3. Wedding/Floral Scroll Offering
 - 4. METL, Contribution, Donation Policy
 - 5. Open Door Policy
 - 6. Club Membership Eligibility
 - K. Safe and Security
 - 1. Health, Fire and Safety Program
 - 2. Protection of Proprietary Information
 - 3. Personnel Identification and Movement Control
 - 4. Security Control Guidelines
 - 5. Bomb Threat Response Guideline
 - L. Company Rules and Regulations
 - 1. Written Warning Policy
 - 2. Disciplinary Policy
 - 3. Motorola Code of Conduct
 - 4. Release of Employment Data
 - M. Separations
 - 1. Procedures for the Equitable Treatment of Service Club Members During Business Downturns and Phase Outs
 - 2. Termination of Employment
2. Human Resources Policy (11/1/98)
- A. Referral Bonus
 - B. Big Sister/Brother Program
 - C. Attendance Management
 - D. Job-Related Injury Leave
 - E. LWOP (Leave Without Pay)
 - F. Holidays
 - G. Typhoon Leave
 - H. Shift Premium
 - I. Transportation Allowance
 - J. Domestic Per Diem
 - K. Reimbursement for Private Vehicles for Approved Business
 - L. Festival Subsidy
 - M. Annual Bonus
 - N. Pay for Company Scheduled Off Day
 - O. Supporting Subsidy/Transfer Incentive
 - P. Wedding/Funeral Subsidy
 - Q. Birthday Celebration Allowance
 - R. Overtime Administration
 - S. Pay Practice for A/B/C/R/T/ Shift
 - T. Pay Practice for 12-Hour Shift
 - U. Termination of Employment

- V. Retirement Plan
- W. Warrior Award
- X. Technician Incentive Award
- Y. Service Club
- Z. Training/Education Subsidy
- AA. Wedding Gift
- BB. Award for the SPS Family
- 3. Employee Insurance Benefit Plan (Chinese/English)
- 4. Group Term Life Insurance Policy and Group Hospital and Surgical Benefits Insurance

TERMS AND CONDITIONS IN THAILAND

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. Summary of Benefits
2. Motorola Thailand Ltd. Life and Medical Insurance
3. Employee Provident Fund

TERMS AND CONDITIONS IN UNITED KINGDOM

EMPLOYMENT, BONUS, INCENTIVE. TRANSPORTATION SEVERANCE OR OTHER AGREEMENTS

1. Form of Statement of Terms and Conditions of Employment - UK, revised 4/17/98
2. Addendum to Contract of Service between Barbara Barnes appointments and Kathryn Warner working at Motorola

BENEFITS PROVIDED TO BUSINESS EMPLOYEES

1. UK Benefit Plan, for membership from April 6, 1997
2. UK Money Purchase Plan, for membership from April 6, 1997
3. Motorola Healthcare Plan
4. American Life Insurance Company (AIG Life), Group Policy No. 300A0130, dated August 16, 1996
5. Group Life Terms and Conditions (AIG Life), effective April 1, 1996
6. Delaware American Life Insurance Company, for Motorola UK, Group Policy No. 3217, effective date May 1, 1997
7. Motorola Limited Group Long Term Disability Insurance Policy, GS/277309, issued by UNUM Limited on November 25, 1998, effective January 1, 1998
8. Statement of Terms and Conditions of Employment (Hours of work and shift premium, salary payment, overtime, holidays, termination of employment, absence, medical examination, corrective action procedure, grievance procedure, business travel, standards of business conduct, M.I.S. Guidelines, patent and right to search)
9. Human Resources Policy
 - A. Pregnancy Policy
 - B. Payment of Professional Fees
 - C. Service Recognition
 - D. Employment of Related Employees
 - E. Smoking Policy
 - F. Internal Recruitment
 - G. Shift Pattern
 - H. Training Policy
 - I. Payment of Overtime
 - J. Grievance Policy
 - K. Annual Holiday Review
 - L. Maternity Policy
 - M. Employee Introduction Bonus
 - N. Employee Termination
 - O. Salary Reviews
 - P. Absence Management
 - Q. Recognition Policy
 - R. Educational Assistance
 - S. Stage Down of Shift Premium
 - T. Disciplinary Rules and Procedures
 - U. Performance Appraisal
 - V. Employee Privacy/File Security
 - W. Temporary Shift Work

- X. International Relocation
- Y. Salary Planning Process
- Z. Compensation for Travel Out With Normal Working Hours
- AA. Annual Merit Review
- BB. Equal Opportunity Employment
- CC. Status Change Procedure
- DD. Leave of Absence Policy
- EE. Performance Improvement Policy
- FF. Employment Agencies and Consultants
- 10. UNUM Group Long Term Disability Insurance Policy No. GS/277309 dated November 25, 1998
- 11. Delaware American Life Insurance Co. Group Policy No. 3217, effective May 1, 1997
- 12. AIG Life Group Terms and Conditions with Amendments to Policy No. 300A0130
- 13. American Life Insurance Company (AIG Life) Group Policy No. 300A0130 Group Life Insurance
- 14. Motorola Benefits Plans ("Your Motorola Pension Choices"), Sept. 1997
- 15. UK Benefit Plan for membership from April 6, 1997
- 16. Additional Voluntary Contributions (AVCs) Plan
- 17. Motorola UK Benefit Plan Enrolment Form
- 18. Healthcare Plan
- 19. Motorola UK Dental Plan
- 20. Money Purchase Plan
- 21. UK Additional Voluntary Contribution Plan
- 22. Holiday Bonus

EMPLOYEE MATTERS AGREEMENT

EXHIBIT 4.1(a)

U.S. RETIREMENT PLAN TRANSFER AGREEMENT

MOTOROLA-SCI LLC
RETIREMENT PLAN TRANSFER AGREEMENT
FOR THE MOTOROLA, INC. PENSION PLAN

This Agreement is made as of May 10, 1999, between Semiconductor Components Industries, LLC, a Delaware limited liability company ("SCI LLC") and Motorola, Inc., a Delaware corporation ("Motorola").

Whereas, a number of Motorola employees will be transferred to the employment of SCI LLC or one or more entities under the control of SCI LLC; and

Whereas, Motorola maintains a defined benefit pension plan intended to meet the requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), named the Motorola, Inc. Pension Plan (the "Motorola Plan"); and

Whereas, Motorola and SCI LLC are parties to a certain Employee Matters Agreement - dated May 10, 1999 (the "Employee Matters Agreement"), to which this Agreement is an Exhibit; and

Whereas, SCI LLC shall adopt a defined benefit pension plan that is substantially similar to the Motorola Plan (the "SCI LLC Plan") which shall contain provisions for accepting assets and liabilities transferred from other pension plans that are qualified under Section 401(a) of the Code; and

Whereas, all capitalized terms used herein and not defined herein shall have the meanings set forth in the Employee Matters Agreement; and

Whereas, SCI LLC and Motorola contemplate that the liabilities under the Motorola Plan with respect to the Transferred Participants (as defined below) as of the Closing Date will be transferred to and assumed by the SCI LLC Plan, contingent upon the transfer of assets from the Motorola Plan attributable to such liabilities in accordance with the terms and conditions herein.

Now, therefore, in consideration of the mutual promises, agreements and undertakings herein contained and other valuable consideration, the parties hereto mutually agree as follows:

1. SCI LLC PLAN. SCI LLC represents and warrants that (i) it shall adopt the SCI LLC Plan and a related trust to hold assets under the SCI LLC Plan and to receive assets from the Motorola Plan; (ii) the SCI LLC Plan shall, as of the date of any transfer of assets under Section 2 below, comply in form and operation with the provisions of Section 401(a) of the Code, and the trust, associated with the SCI LLC Plan shall, as of such date, be exempt from taxation under Section 501(a) of the Code; and (iii) the SCI LLC Plan shall contain a provision for accepting assets and liabilities transferred from other pension plans that are qualified under Section 401(a) of the Code. Contingent upon the transfer of assets from the Motorola Plan to the SCI LLC Plan in accordance with this Agreement, each active participant in the Motorola Plan who is listed on Schedule 1, attached hereto and made a part hereof, and who is transferred from employment with Motorola or one of its Affiliates to employment with SCI LLC or one of its Affiliates (the "Transferred Participants") on or within sixty (60) days after the Closing Date shall be entitled to receive a past service benefit under the SCI LLC Plan in an amount equal to the Transferred Participant's accrued benefit under the Motorola Plan (as in effect on the Closing Date), determined using the Transferred

Participant's credited service recognized under the Motorola Plan as of the Closing Date and the Transferred Participant's final average earnings (as defined in the Motorola Plan as in effect on the Closing Date) as of the Closing Date ("Past Service Benefit") Transferred Participants shall be fully vested in their Past Service Benefit under the SCI LLC Plan. The SCI LLC Plan will, as of the Closing Date, and for a period of at least twelve (12) months thereafter, contain terms, including provision for benefit accrual after the Closing Date, that are substantially identical to the terms of the Motorola Plan. Each Transferred Participant shall be entitled to credit under the SCI LLC Plan for all service and Compensation with Motorola (or any Affiliate) credited as of the Closing Date under the Motorola Plan for purposes of eligibility, vesting and, subject to the transfer of assets in accordance with Section 2 hereof, benefit accrual.

2. TRANSFER OF MOTOROLA PLAN ASSETS.

(i) An enrolled actuary selected by Motorola shall calculate the present value of each Transferred Participant's accrued benefit in the Motorola Plan as of the Closing Date in accordance with the actuarial methods and assumptions set forth in Section 2(ii) below, subject to review and verification by an enrolled actuary selected by SCI LLC. Motorola shall, or shall cause its actuary to, make available to SCI LLC and to SCI LLC's actuary all information and data reasonably required by SCI LLC or SCI LLC's actuary to review and verify the calculation and determination of each such accrued benefit amount.

(ii) As soon as practicable following the Closing Date but no later than sixty (60) days following the Closing Date, Motorola shall cause the Motorola Plan's actuary to calculate the sum of the present values of the accrued benefits of each Transferred Participant on a termination basis as of the Closing Date, as described in Treasury Regulation ss.1.414(1)- 1(b)(5), using Pension Benefit Guaranty Corporation ("PBGC") plan termination assumptions except that the interest rate assumption shall be equal to PBGC plan termination rates as of the Closing Date plus fifty five basis points (applied to both PBGC plan termination interest rates); provided, however, that in no event shall the amount transferred to the SCI LLC Plan be less than the minimum amount required to be transferred under Section 414(1) of the Code. The sum of the present values of each Transferred Participant's accrued benefit as of the Closing Date shall hereinafter be referred to as the "Pension Transfer Amount."

(iii) Subject to the conditions set forth in subsections (iv) and (v) below, within sixty (60) days following the completion of the calculations set forth in subsection (ii) above and the filing of any required documents with governmental agencies and compliance with any required waiting periods, Motorola shall cause the trustee of the Motorola Plan to transfer to the SCI LLC Plan cash equal to the Pension Transfer Amount plus interest accrued on such amount from the Closing Date to the date the Pension Transfer Amount is transferred from the Motorola Plan to the SCI LLC Plan, based on the interest assumptions described in paragraph (ii) above. Following the transfer of such Pension Transfer Amount and such interest thereon, Transferred Participants shall have no further interest in the Motorola Plan in respect of their benefits accrued as of the Closing Date under such Plan.

(iv) Prior to and as a condition precedent to the transfer from the Motorola Plan of cash equal to the Pension Transfer Amount, SCI LLC shall furnish evidence satisfactory to Motorola that: (A) either (1) the SCI LLC Plan either has been determined by the Internal Revenue Service ("IRS") to be qualified under Section 401(a) of the Code and the regulations thereunder, or (2) SCI LLC has provided to Motorola an opinion of counsel reasonably satisfactory in form and substance to Motorola to the effect that the SCI LLC Plan contains the material terms required for qualification under Section 401(a) of the Code and a legally binding written commitment of SCI LLC reasonably

satisfactory in form and substance to Motorola that (x) SCI LLC will file an application with the IRS for a determination as to the initial qualification of the SCI LLC Plan under Section 401(a) of the Code, (y) SCI LLC will take whatever actions are necessary and will make any amendments or alterations to the SCI LLC Plan required to obtain an initial determination from the IRS that the SCI LLC Plan is qualified under Section 401(a) of the Code, and (z) in the event that the IRS determines that the SCI LLC Plan is not so qualified, no assets transferred hereunder (or earnings thereon) shall be transferred to or for the benefit of SCI LLC, but shall be used for the exclusive benefit of the Transferred Participants and their beneficiaries; (B) the SCI LLC Plan provides for the receipt of such Pension Transfer Amount on a basis whereby the vested interest of each Transferred Participant will be retained for him or her under the SCI LLC Plan on a fully vested basis; (C) the SCI LLC Plan provides for the continuation of "Section 411(d)(6) protected benefits," as such term is defined for purposes of Treasury Regulation Section 1.411(d)-4, such that the transfer of assets will not result in the reduction or elimination of Section 411(d)(6) protected benefits for any Transferred Participant; and (D) the SCI LLC Plan provides that upon the transfer from the Motorola Plan to the SCI LLC Plan of cash equal to the Pension Transfer Amount, each Transferred Participant, at retirement from SCI LLC (or earlier termination as provided under such plan), shall receive a benefit that is equal to the sum of (1) such Transferred Participant's Past Service Benefit plus (2) the amount the Transferred Participant accrues in the SCI LLC Plan with respect to service after the Closing Date.

(v) Prior to and as a condition precedent to such transfer from the Motorola Plan of cash equal to the Pension Transfer Amount, Motorola shall furnish to SCI LLC evidence that (A) the Motorola Plan, as of the date of the transfer of assets and liabilities from the Motorola Plan to the SCI LLC Plan, has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Code, as amended, and the regulations thereunder, and (B) the Motorola Plan provides for the transfer of such Pension Transfer Amount.

(vi) If the employment by SCI LLC of a Transferred Participant terminates for any reason before the transfer of the Motorola Plan assets and liabilities as set forth above with respect to such Transferred Participant, no transfer shall be made for such Transferred Participant, and Motorola shall retain all assets and liabilities attributable to such Transferred Participant's accrued benefit.

3. COOPERATION; FILINGS. Motorola and SCI LLC agree to cooperate and use reasonable efforts to accomplish the transactions set forth herein and to comply with all requirements of ERISA, the Code, the IRS and the Department of Labor which may be applicable to the transfer contemplated hereby. Motorola and SCI LLC each agree to file IRS Form 5310A with the Internal Revenue Service with respect to the transfer and receipt of the Motorola Plan assets, if such filing is required.

4. NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (i) when hand delivered (including delivery by messenger or courier service) to the address set forth below, or if such delivery is refused, when such delivery is refused, (ii) when received or refused as evidenced by the postal receipt if sent by United States mail as Certified Mail, Return Receipt Requested, with proper postage prepaid, addressed as set forth below or (iii) when received as evidenced by the transmission report of the telefax machine of the transmitting party acknowledging a good transmission if sent by telefax to the number set forth below:

If to SCI LLC:

If to Motorola:

SCI LLC

Motorola, Inc.

1303 East Algonquin Road
Schaumburg, Illinois 60196

Attn: The address set forth
in the Recapitalization
Agreement

Attn: Vice President & Director of Benefits
Telefax: (847) 576-4467

5. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same document.

6. HEADINGS. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof

7. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, except to the extent the Code and/or ERISA applies, governs and controls.

8. ASSIGNMENT. Neither party hereto shall assign this Agreement or any interest herein or any rights hereunder without the written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties and successors and assigns permitted by this Section 8 any right, remedy or claim by reason of this Agreement.

9. MODIFICATIONS. No revision or modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each of the parties.

10. WAIVER. Failure or delay on the part of either party to exercise any right, remedy, power, privilege or option hereunder which is not subject to an express time limitation with respect to exercise shall not operate or be construed to operate as a waiver thereof. A waiver, to be effective, must be in writing and be signed by the party making the waiver. No written waiver of any term or condition of this Agreement shall operate or be construed to operate as a waiver of any other term or condition, nor shall any written waiver of any breach or default operate or be construed to operate as a waiver of any other breach or default or of the same type of breach or default on a subsequent occasion or operate or be construed to operate as a continuing waiver.

11. SEVERABILITY. If any provision of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby, unless the deletion of any such provision materially affects any right, benefit, privilege or option of either party, in which case, the parties agree to renegotiate in good faith such provision and replace it with a substitute valid and enforceable provision that achieves the intent and purpose of the deleted provision.

12. ENTIRE AGREEMENT. This Agreement and the Employee Matters Agreement constitute the final expression of the agreement of the parties with respect to the subject matter hereof, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all

prior and concurrent promises, proposals, representations, negotiations, communications, letters, discussions and agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

Semiconductor Components Industries, LLC

MOTOROLA, INC.

By: _____
Title: _____

By: _____
Title: _____

EMPLOYEE MATTERS AGREEMENT

EXHIBIT 4.1(b)

RETIREMENT PLAN TRANSFER AGREEMENT (PSIP)

MOTOROLA-SCI LLC
RETIREMENT PLAN TRANSFER AGREEMENT
FOR THE MOTOROLA, INC.
PROFIT SHARING AND INVESTMENT PLAN

This Agreement is made as of May 10, 1999, between Semiconductor Components Industries, LLC, a Delaware limited liability company ("SCI LLC") and Motorola, Inc., a Delaware corporation ("Motorola").

Whereas, a number of Motorola employees will be transferred to the employment of SCI LLC or one or more entities under the control of SCI LLC; and

Whereas, Motorola maintains a defined contribution plan intended to meet the requirements of Sections 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), named the Motorola, Inc. Profit Sharing and Investment Plan (the "Motorola Plan"); and

Whereas, Motorola and SCI LLC are parties to a certain Employee Matters Agreement dated May 10, 1999 (the "Employee Matters Agreement"), to which this Agreement is an Exhibit; and

Whereas, SCI LLC shall adopt a defined contribution plan that is substantially similar to the Motorola Plan (the "SCI LLC Plan") which shall contain provisions for accepting assets and liabilities transferred from other defined contribution plans that are qualified under Sections 401(a) and 401(k) of the Code; and

Whereas, all capitalized terms used herein and not defined herein shall have the meanings set forth in the Employee Matters Agreement; and

Whereas, SCI LLC and Motorola contemplate that the liabilities under the Motorola Plan with respect to the Transferred Participants (as defined below) as of the Closing Date will be transferred to and assumed by the SCI LLC Plan, contingent upon the transfer of assets from the Motorola Plan attributable to such liabilities in accordance with the terms and conditions herein.

Now, therefore, in consideration of the mutual promises, agreements and undertakings herein contained and other valuable consideration, the parties hereto mutually agree as follows:

1. SCI LLC PLAN. SCI LLC represents and warrants that (i) it shall adopt the SCI LLC Plan and a related trust to hold assets under the SCI LLC Plan and to receive assets from the Motorola Plan; (ii) the SCI LLC Plan shall, as of the date of any transfer of assets under Section 2 below, comply in form and operation with the provisions of Sections 401 (a) and 401(k) of the Code, and the trust associated with the SCI LLC Plan shall, as of such date, be exempt from taxation under Section 501(a) of the Code; and (iii) the SCI LLC Plan shall contain a provision for accepting assets and liabilities transferred from other defined contribution plans that are qualified under Sections 401(a) and 401(k) of the Code. Contingent upon the transfer of assets from the Motorola Plan to the SCI LLC Plan in accordance with this Agreement, each active participant in the Motorola Plan who is listed on Schedule 1, attached hereto and made a part hereof, and who is transferred from employment with Motorola or one of its Affiliates to employment with SCI LLC or one of its Affiliates (the "Transferred Participants") on or within sixty (60) days after the Closing Date shall be entitled to an account balance under the SCI LLC Plan in an amount equal to the Transferred Participant's account balance under the Motorola Plan (as in effect on the Closing Date)

The SCI LLC Plan shall credit for eligibility and vesting purposes, and for the purpose of determining the entitlement of a Transferred Participant to any allocation of employer contributions for the current year, any employment of a Transferred Participant which is creditable for such purposes under the terms of the Motorola Plan. SCI LLC shall cause the pro rata share of the Motorola Plan trust fund transferred on behalf of each Transferred Participant to the SCI LLC Plan in accordance with Section 2 hereof to be maintained in one or more appropriate participant and employer contribution accounts under the SCI LLC Plan for the benefit of each such Transferred Participant as reported to SCI LLC by Motorola. Each Transferred Participant shall be one hundred percent (100%) vested in such transferred account balances under the SCI LLC Plan. The SCI LLC Plan will, as of the Closing Date, and for a period of at least twelve (12) months thereafter, contain terms, including provision for benefit accrual after the Closing Date, that are substantially identical to the terms of the Motorola Plan.

2. TRANSFER OF MOTOROLA PLAN ASSETS.

(i) Subject to the conditions specified in (iv) and (v) below, Motorola shall cause to be transferred to the SCI LLC Plan each Transferred Participant's pro rata share of the Motorola Plan trust fund ("Transfer Amount"), as determined by the Profit Sharing Committee of the Motorola Plan (the "Profit Sharing Committee") in accordance with the terms and conditions of the Motorola Plan.

(ii) As soon as practicable following the Closing Date, but not later than sixty (60) days following the Closing Date (the "First Transfer Date"), Motorola shall cause to be transferred to the SCI LLC Plan such assets of the Motorola Plan trust fund (in cash and promissory notes or other evidence of indebtedness with respect to outstanding loans made to Transferred Participants) in an aggregate amount equal to 90% of the pro rata share of the Transferred Participants in the Motorola Plan trust fund as determined by the Profit Sharing Committee based on the valuation of said trust fund as of a valuation date (determined in accordance with Section 4.4 of Motorola Plan) which occurs no more than 60 days prior to the First Transfer Date, which funds shall be invested in the SCI LLC Plan based on the respective investment election directions of each Transferred Participant as of the First Transfer Date, or in a balanced fund in the absence of such an investment election, in accordance with the terms of the SCI LLC Plan. The remaining balance of the amount to be transferred will be transferred to the SCI LLC Plan within a reasonable time (the "Final Transfer Date") following the First Transfer Date, but in no event more than 30 days after the First Transfer Date. Such remaining balance shall be increased or decreased by an amount equal to any increase or decrease in the pro rata interest of the Transferred Participants in the Motorola Plan which has occurred during the period between the applicable valuation date and the First Transfer Date. Such remaining balance, as adjusted for any increase or decrease as aforesaid, will be paid with interest at the rate of 4% per annum calculated on a daily basis of 1/365th for the number of days between the First Transfer Date and the Final Transfer Date. The amount to be transferred pursuant to paragraph (i) of this Section 2 of the Agreement shall be subject to review and verification by a benefits consultant selected by SCI LLC. Motorola shall, or shall cause its consultants to, make available to SCI LLC and to SCI LLC's consultant all such information and data reasonably required by SCI LLC or SCI LLC's consultant to review and verify the calculation and determination of the amount to be transferred.

(iii) Motorola will provide SCI LLC, at or prior to each Transfer Date, a written or electronic statement reflecting the share of each Transferred Participant in any amounts transferred to the SCI LLC Plan, accounting for amounts properly allocable to pre-tax elective deferrals, post-tax contributions of Transferred Participants, participant loan repayments, withdrawals, distributions, qualified domestic relations orders, company matching contributions, and company profit sharing contributions. Motorola will also provide SCI LLC with such other information reasonably requested

by SCI LLC to assist SCI LLC to properly account for the Transfer Amounts. With respect to any promissory notes evidencing participant loans transferred to the SCI LLC Plan, Motorola will supply all relevant historical data for such loans. From the date of this Agreement until the Final Transfer Date, SCI LLC will cause its operating subsidiaries to make continuous payroll deductions each pay period from the pay of each Transferred Participant who has a loan(s) outstanding from the Motorola Plan of amounts sufficient to pay the installment payments of principal and interest on each such loan as required by the promissory note(s) or other evidence(s) of indebtedness relating to such loan(s). Such deducted amounts shall be paid by SCI LLC to the Motorola Plan for a credit against such loan(s) or, if requested by the Profit Sharing Committee, held by SCI LLC until the assets are transferred.

(iv) Prior to and as a condition precedent to the transfer from the Motorola Plan of cash equal to the Transfer Amount, SCI LLC shall furnish evidence satisfactory to Motorola that: (A) either (1) the SCI LLC Plan either has been determined by the Internal Revenue Service ("IRS") to be qualified under Section 401(a) of the Code and the regulations thereunder, or (2) SCI LLC has provided to Motorola an opinion of counsel reasonably satisfactory in form and substance to Motorola to the effect that the SCI LLC Plan contains the material terms required for qualification under Section 401(a) of the Code and a legally binding written commitment of SCI LLC reasonably satisfactory in form and substance to Motorola that (x) SCI LLC will file an application with the IRS for a determination as to the initial qualification of the SCI LLC Plan under Section 401(a) of the Code, (y) SCI LLC will take whatever actions are necessary and will make any amendments or alterations to the SCI LLC Plan required to obtain an initial determination from the IRS that the SCI LLC Plan is qualified under Section 401(a) of the Code, and (z) in the event that the IRS determines that the SCI LLC Plan is not so qualified, no assets transferred hereunder (or earnings thereon) shall be transferred to or for the benefit of SCI LLC, but shall be used for the exclusive benefit of the Transferred Participants and their beneficiaries; (B) the SCI LLC Plan provides for the receipt of such Transfer Amount on a basis whereby the vested interest of each Transferred Participant will be retained for him or her under the SCI LLC Plan on a fully vested basis; (C) the SCI LLC Plan provides for the continuation of "Section 411(d)(6) protected benefits," as such term is defined for purposes of Treasury Regulation Section 1.411(d)-4, such that the transfer of assets will not result in the reduction or elimination of Section 411(d)(6) protected benefits for any Transferred Participant and shall further preserve any restrictions on distributions and withdrawals required by, and applicable to that portion of the Transferred Amounts attributable to contributions under, Section 401(k) of the Code and regulations thereunder, (D) the SCI LLC Plan provides that upon the transfer from the Motorola Plan to the SCI LLC Plan of cash equal to the Transfer Amount, each Participant shall have an account balance under the SCI LLC Plan that is equal to the sum of (1) such Transferred Participant's account balance included in the Transfer Amount, as adjusted for investment earnings or losses subsequent to the transfer, plus (2) any amounts attributable to the contributions to the SCI LLC Plan on behalf of the Transferred Participant with respect to service after the Closing Date.

(v) Prior to and as a condition precedent to such transfer from the Motorola Plan of cash equal to the Transfer Amount, Motorola shall furnish to SCI LLC evidence that (A) the Motorola Plan, as of the date of the transfer of assets and liabilities from the Motorola Plan to the SCI LLC Plan, has been determined by the IRS to be qualified under Section 401(a) of the Code, as amended, and the regulations thereunder, and (B) the Motorola Plan provides for the transfer of such Transfer Amount.

(vi) If the employment by SCI LLC of a Transferred Participant terminates for any reason before the transfer of the Motorola Plan assets and liabilities as set forth above with respect to such Transferred Participant, no transfer shall be made for such Transferred Participant, and

Motorola shall retain all assets and liabilities attributable to such Transferred Participant's accrued benefit.

3. COOPERATION, FILING . Motorola and SCI LLC agree to cooperate and use reasonable efforts to accomplish the transactions set forth herein and to comply with all requirements of ERISA, the Code, the IRS and the Department of Labor which may be applicable to the transfer contemplated hereby. Motorola and SCI LLC each agree to file IRS Form 5310A with the IRS with respect to the transfer and receipt of the Motorola Plan assets, if such filing is required.

4. NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (i) when hand delivered (including delivery by messenger or courier service) to the address set forth below, or if such delivery is refused, when such delivery is refused, (ii) when received or refused as evidenced by the postal receipt if sent by United States mail as Certified Mail, Return Receipt Requested, with proper postage prepaid, addressed as set forth below or (iii) when received as evidenced by the transmission report of the telefax machine of the transmitting party acknowledging a good transmission if sent by telefax to the number set forth below:

If to SCI LLC:	If to Motorola:
SCI LLC	Motorola, Inc. 1303 East Algonquin Road Schaumburg, Illinois 60196
Attn: The address set forth in the Recapitalization Agreement	Attn: Vice President & Director of Benefits Telefax: (847) 576-4467 Telefax: (847) 576-4467

5. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same document.

6. HEADINGS. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

7. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, except to the extent the Code and/or ERISA applies, governs and controls.

8. ASSIGNMENT. Neither party hereto shall assign this Agreement or any interest herein or any rights hereunder without the written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties and successors and assigns permitted by this Section 8 any right, remedy or claim by reason of this Agreement.

9. MODIFICATIONS. No revision or modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each of the parties.

10. WAIVER. Failure or delay on the part of either party to exercise any right, remedy, power, privilege or option hereunder which is not subject to an express time limitation with respect to exercise shall not operate or be construed to operate as a waiver thereof. A waiver, to be effective, must be in writing and be signed by the party making the waiver. No written waiver of any term or condition of this Agreement shall operate or be construed to operate as a waiver of any other term or condition, nor shall any written waiver of any breach or default operate or be construed to operate as a waiver of any other breach or default or of the same type of breach or default on a subsequent occasion or operate or be construed to operate as a continuing waiver.

11. SEVERABILITY. If any provision of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby, unless the deletion of any such provision materially affects any right, benefit, privilege or option of either party, in which case, the parties agree to renegotiate in good faith such provision and replace it with a substitute valid and enforceable provision that achieves the intent and purpose of the deleted provision.

12. ENTIRE AGREEMENT. This Agreement and the Employee Matters Agreement constitute the final expression of the agreement of the parties with respect to the subject matter hereof, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all prior and concurrent promises, proposals, representations, negotiations, communications, letters, discussions and agreements that may have been made in connection with the subject matter hereof

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

Semiconductor Components Industries, LLC
INC.

MOTOROLA,

By: _____
Title: _____

By: _____
Title: _____

SCHEDULE 4.2(B)

	GERMANY	MEXICO	JAPAN	PHILIPPINES
MOTOROLA ASSUMPTIONS				
Discount Rate	6.0%	4.0%	3.0%	4.0%
Retirement Rate	65	55 60 65 70	.07 .07 .30 .99	50 60 51-54 55 56-59 60
Turnover Rate	Standard	Mexican Experience/AON	Actual Co. Rates	Watson Wyatt Experience
Mortality Rate	Heubeck 1998	Pre-retirement C.S.O. 58 Post-Retirement GA 51	85% of the figure in the 15th National Life Mortality Table	1983 Group Annuity Mortality tables, separate male and female
				* Net of inflation of 8% (total rate = 12%)

EMPLOYEE MATTERS AGREEMENT

SCHEDULE 5.1

LABOR AND EMPLOYMENT DISCLOSURES

DATE: MAY 10, 1999

LABOR MATTERS

5.1(i) Charges complaints or controversies pending or, to Motorola's Knowledge, threatened between the Business and any of its respective employees:

None

5.1(ii) Material collective bargaining agreements applicable to Transferred Employees or attempts to organize such employees:

None

5.1(iii) Strikes, slowdowns, work stoppages, lockouts, or threats thereof with respect to any of the Business employees:

None

SCHEDULE 5.2A:

MATERIAL EMPLOYEE BENEFITS PLANS
MAINTAINED BY MOTOROLA

MATERIAL EMPLOYEE BENEFIT PLANS IN AUSTRALIA

1. Motorola Super Annuation Fund
2. The Motorola Disability Insurance Plan
3. The Motorola Health Care Plan

MATERIAL EMPLOYEE BENEFIT PLANS IN BRAZIL

1. Retirement/Pension Plan - Motorola do Brasil (including Basic Retirement and Supplementary Retirement)
2. Group Life Insurance
3. Medical & Dental Insurance

MATERIAL EMPLOYEE BENEFIT PLANS IN CANADA

1. Non- Contributory Defined Contribution Plan
2. Group Registered Retirement Savings Program
3. Deferred Profit Sharing Plan for Employees of Motorola Canada Ltd.
4. LifeSteps Flexible Benefit Plan
 - - Basic Medical Plan
 - - Medical Electives Plan
 - - Basic Dental Plan
 - - Basic Group Life Insurance
 - - Optional Life Insurance
 - - Optional Spousal Life Insurance
 - - Optional Dependent Child Life Insurance
 - - Accidental Death & Disability Insurance
 - - Long Term Disability Insurance
5. Short-Term Disability Plan
6. Business Travel and Accident Insurance Program
7. Employee Benefit Plans Administered by Aetna Benefits Management, Inc. for Motorola Canada Ltd.
8. Employee Assistance Program

MATERIAL EMPLOYEE BENEFIT PLANS IN CHINA

MATERIAL EMPLOYEE BENEFIT PLANS IN CZECH REPUBLIC

1. Life and Permanent Disability coverage

MATERIAL EMPLOYEE BENEFIT PLANS IN FINLAND

MATERIAL EMPLOYEE BENEFIT PLANS IN FRANCE

1. Supplemental Life
2. Supplemental Death and Disability
3. Supplemental Medical
4. Accident/Illness Insurance
5. Plan d'Epargne d'Enterprise (non-retirement savings plan)

MATERIAL EMPLOYEE BENEFIT PLANS IN GERMANY

1. Pension Plan (für die Mitarbeiter der Motorola GmbH)
2. Disability Insurance Plan (including Supplemental Disability)
3. Life Insurance Plan (including Supplemental Life)
4. Relocation Allowance Policy
5. Shop Agreement No. 8/84 re "International Medical Insurance Coverage on Business Travel"
6. Shop Agreement No. 8/84 re: "Group Accident Insurance"
7. Shop Agreement No. 6/89 re: "Marriage and Birth Benefits"
8. Savings Plan
9. Service Recognition Payments Policy
10. Rental Guarantee Policy

MATERIAL EMPLOYEE BENEFIT PLANS IN HONG KONG

1. Motorola Hong Kong Provident Fund Scheme
2. Group Hospital & Surgical Policy No. GHS-25724
3. Group Life Insurance
4. Health Subsidy
5. Business Travel Accident Insurance
6. Employees' Compensation Insurance
7. Tax Effective Plan

MATERIAL EMPLOYEE BENEFIT PLANS IN INDIA

1. Employees' Superannuation Scheme
2. Medical Assistance Scheme
3. Accident Insurance

MATERIAL EMPLOYEE BENEFIT PLANS IN IRELAND

1. Motorola Retirement & Death Benefit Plan
2. Motorola Medical Aid Scheme
3. Irish Life Disability and Life Insurance

MATERIAL EMPLOYEE BENEFIT PLANS IN ISRAEL

1. Retirement Provident Fund
2. Medical Plan/Dental Plan
3. Disability Plan
4. Life Insurance Plan
5. Pension Plan/Severance Plan
6. Education Plan

MATERIAL EMPLOYEE BENEFIT PLANS IN ITALY

1. Medical, Accidental Death and Disability Insurance.

MATERIAL EMPLOYEE BENEFIT PLANS IN JAPAN

1. Retirement Pension Plan / Rules on Resignation Pension
2. Motorola HIS (Health Insurance Society)
3. Company Asset Building Payroll Savings Account Program
4. Life Insurance
5. Group Life and Accident Insurance Program

MATERIAL EMPLOYEE BENEFIT PLANS IN KOREA

MATERIAL EMPLOYEE BENEFIT PLANS IN MALAYSIA

1. Retirement Benefit Fund
2. Health Care & Life Insurance Programs for Motorola Employees in Malaysia, including Health Plan, Group Life and Total & Permanent Disability Insurance, Accidental Death & Dismemberment Insurance, Major Medical and Catastrophic Insurance
3. Senior Executive Plan for Group Hospitalization and Surgical Program
4. Medical Coverage
5. Major Medical and Catastrophic Coverage
6. Dental Benefit
7. Flexible Benefits Program
8. Travel Accident Insurance

MATERIAL EMPLOYEE BENEFIT PLANS IN MEXICO

1. Retirement Plan
2. Savings Fund (non-retirement savings program)
3. Life Insurance Policy

MATERIAL EMPLOYEE BENEFIT PLANS IN PHILIPPINES

1. Retirement Benefit Plan
2. Health Maintenance Plan/Maxicare HealthCare Plan
3. Group Life and AD&D Insurance
4. Comprehensive Medical Check-Up
5. Medical & Dental Services and Benefits

MATERIAL EMPLOYEE BENEFIT PLANS IN PUERTO RICO

1. Puerto Rico Motorola Employees' Savings Plan
2. Motorola Puerto Rico Employee Medical Benefits Plan
3. Motorola Puerto Rico Employee Dental Benefits Plan
4. Motorola Puerto Rico Short Term Disability
5. Motorola Puerto Rico Group Long Term Disability Insurance Program
6. Motorola Puerto Rico Group Life, including Supplemental and Dependent Life
7. Motorola Puerto Rico Accidental Death & Dismemberment

MATERIAL EMPLOYEE BENEFIT PLANS IN SINGAPORE

1. Service Benefit Plan
2. Healthcare & Life Insurance Programs for Motorola Employees in Singapore, including Medical Coverage, Dental Coverage, Group Life Insurance, Accidental Death & Dismemberment Insurance, Total & Permanent Disability Insurance, Major Medical and Catastrophic Coverage, Flex Benefit and Wellness Incentive Scheme.

MATERIAL EMPLOYEE BENEFIT PLANS IN SLOVAKIA

[To Come]

MATERIAL EMPLOYEE BENEFIT PLANS IN SPAIN

1. Motorola Espana S.D., Winterthur Pension Plan
2. Medical Allowance

MATERIAL EMPLOYEE BENEFIT PLANS IN SWEDEN

1. Retirement Benefits
2. Contractual Retirement Benefits
3. Medical, Life, Accident, Disability and Travel Insurance Benefits

MATERIAL EMPLOYEE BENEFIT PLANS IN SWITZERLAND

1. Reglement De La Fondation De Prevoyance En Faveur du Personnel du Group Motorola (Pension Plan)
2. Health Insurance
3. Medical Check-up
4. Accident Plan
5. Travel Accident Insurance
6. Dental Care
7. Life Insurance
8. Short Term Insurance in case of sickness and accident

MATERIAL EMPLOYEE BENEFIT PLANS IN TAIWAN

1. METL Employees' Retirement Pension Plan
2. Group Term Life Insurance and Group Hospital & Surgical Benefits Insurance
3. Dental Benefit
4. Maternity Benefit

MATERIAL EMPLOYEE BENEFIT PLANS IN THAILAND

1. Employee Provident Fund
2. Motorola Thailand Ltd. Life & Medical Insurance

MATERIAL EMPLOYEE BENEFIT PLANS IN UNITED KINGDOM

1. UK Pension/Benefit Plan
2. UK Money Purchase Plan
3. UK Additional Voluntary Contribution Plan
4. Motorola Healthcare Plan
5. Group Life/Total Disability
6. Group Long-Term Disability Insurance
7. Motorola UK Dental Plan

MATERIAL EMPLOYEE BENEFIT PLANS IN UNITED STATES

1. Motorola, Inc. Pension Plan
2. Motorola, . Profit Sharing & Investment Plan (PSIP)
3. Motorola, Inc. Elected Officers Supplementary Retirement Plan
4. Motorola, Inc. Employee Medical Benefits Plan
5. Motorola, Inc. Employee Dental Benefits Plan
6. Motorola, Inc. Group Life and Travel Accident Insurance Benefit Plan
7. Motorola, Inc Pre-Tax Contributions and Health Reimbursement Account Benefits Plan
8. Motorola, Inc. Retiree Health Benefits Plan
9. Motorola, Inc. Milestones Plan
10. Motorola, Inc. Disability Income Plan
11. Executive Health Plan
12. Elected Officers Supplementary Retirement Plan
13. Elected Officers Life Insurance Plan
14. Global Business Travel Medical Plan
15. Visitors Global Medical Program
16. Motorola Supplemental Pension Plan

FOR ALL COUNTRIES

1. Government Mandated Plans as required by applicable local law.
2. Employee Benefits provided by individual employment agreements reflected on Schedule 2.4a.
3. SOS Emergency Program

SCHEDULE 5.2c:

NONCOMPLIANCE WITH PLAN TERMS, ERISA,
THE INTERNAL REVENUE CODE, OR OTHER
APPLICABLE LAW

SCHEDULE 5.2d:

FAVORABLE INTERNAL REVENUE SERVICE
DETERMINATION LETTER

SCHEDULE 5.2e:

GOVERNMENTAL AUDITS OR
INVESTIGATIONS

SCHEDULE 5.2f.

GROUP HEALTH PLAN CONTINUATION
COVERAGE

SCHEDULE 5.2g:

CONTRIBUTIONS, PREMIUMS, EXPENSES AND
OTHER PAYMENTS

Certain contributions and premiums payable in the ordinary course of business which have not become due prior to the Closing Date, including contributions payable for the pay period ending with or immediately prior to the Closing Date, will not have been paid prior to the Closing Date. Such amounts will be paid by Motorola at the time they become due in the ordinary course of business.

EMPLOYMENT AGREEMENT

AGREEMENT, dated as of November 8, 1999 (the "AGREEMENT"), between Semiconductor Components Industries, LLC (the "COMPANY"), with offices at 5005 East McDowell Road, Phoenix, Arizona 85008, and James Thorburn (the "EXECUTIVE").

1. EMPLOYMENT, DUTIES AND AGREEMENTS.

(a) The Company hereby agrees to employ the Executive as its Senior Vice President and Chief Operating Officer and the Executive hereby accepts such position and agrees to serve the Company in such capacity during the employment period fixed by Section 3 hereof (the "EMPLOYMENT PERIOD"). The Executive shall report to the President of the Company or, in the absence of a President, to the executive officer of the Company acting in a similar capacity, and shall have such duties and responsibilities as the President or such executive officer may reasonably determine from time to time as are consistent with Executive's position as Senior Vice President and Chief Operating Officer. During the Employment Period, the Executive shall be subject to, and shall act in accordance with, the instructions and directions of the President (or such other executive officer) and all applicable policies and rules of the Company, in each case, as are consistent with the Executive's position as Senior vice President and Chief Operating Officer.

(b) During the Employment Period, excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive shall devote his full working time, energy and attention to the performance of his duties and responsibilities hereunder and shall faithfully and diligently endeavor to promote the business and best interests of the Company.

(c) During the Employment Period, the Executive may not, without the prior written consent of the Company, directly or indirectly, operate, participate in the the management, operations or control of, or act as an executive, officer, consultant, agent or representative of, any type of business or service (other than as an executive of the Company), provided that it shall not be a violation of the foregoing for the Executive to manage his personal, financial and legal affairs so long as such activities do not interfere with the performance of his duties and responsibilities to the Company as provided hereunder.

2. COMPENSATION.

(a) As compensation for the agreements made by the Executive herein and the performance by the Executive of his obligations hereunder, during the Employment Period, the Company shall pay the Executive, pursuant to the Company's normal and customary payroll procedures, a base salary at the rate of \$300,000 per annum, (the "BASE SALARY"). The Board of Directors of the Company (the "BOARD") shall review the Executive's Base Salary from time to time.

(b) In addition to the Base Salary, during the Employment Period, the Executive shall be eligible to participate in the executive bonus program established and approved by the Board (the "PROGRAM") and, pursuant to the Program, the Executive may earn an annual bonus (the "ANNUAL BONUS") up to a maximum of 100% of Base Salary based on the achievement of annual performance objectives as set forth in the Program, provided that with respect to fiscal year 1999, the Executive shall be entitled to

receive a pro-rata portion of the Annual Bonus based on the portion of such year that this Agreement is in effect and determined in accordance with the Program, including the achievement of the applicable performance objectives for such year.

(c) The Company has paid the Executive a one-time payment of \$270,000 (the "CONSULTATION FEE").

(d) On the date hereof, the Company shall cause SCG Holding Corporation (the "PARENT") to grant the Executive an option (the "OPTION") to purchase 750,000 shares of common stock of the Parent at an exercise price of \$1.00 per share. The Option shall be subject to and governed by the SCG Holding Corporation 1999 Founders Stock Option Plan (the "OPTION PLAN") and shall be evidenced by a stock option grant agreement as provided under the Option Plan. 8.4 percent of the Option shall become exercisable on the Grant Date (as defined in the applicable Stock Option Grant Agreement); an additional 8.3 percent of the Option shall become exercisable six months following the Grant Date; an additional 8.3 percent of the Option shall become exercisable on the first anniversary of the Grant Date; and on each six-month anniversary following the first one-year anniversary of the Grant Date, an additional 12.5 percent of the Option shall become exercisable until 100% of the Option is fully vested and exercisable: PROVIDED THAT the Executive is still employed by the Company on each such date that a portion of the Option is to become exercisable. Notwithstanding the foregoing, in the event of a Change in Control (as defined in the Option Plan) during the Employment Period, the Option shall become fully vested and immediately exercisable as provided under the Option Plan. The Option or any portion thereof that has not become exercisable shall automatically expire on the Date of Termination (as defined in Section 4 below), and the Option or any portion thereof that has become exercisable as of the Date of Termination shall expire on the earlier of (i) ninety (90) days after the date the Executive's Employment is terminated for any reason other than Cause, death or Disability; (ii) one year after the date the Executive's employment is terminated by reason of death or Disability; (iii) thirty (30) days after the date the Executive's employment is terminated for Cause; or (iv) the tenth anniversary of the Grant Date.

(e) During the Employment Period:

(i) except as specifically provided herein, the Executive shall be entitled to participate in all savings and retirement plans, practices, policies and programs of the Company which are made available generally to other executive officers of the Company; to the extent permitted by applicable law, the Company will, on or as soon as practicable after the date hereof, take into account the Executive's service with Zilog, Inc. as if it were service with the Company for purposes of eligibility and vesting under the Company's 401(k) plan administered by Vanguard (the "401(k) PLAN"), provided that taking such service into account does not affect the tax-qualified status of the 401(k) Plan; and

(ii) except as specifically provided herein, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in, and shall receive all benefits under, all welfare benefit plans, practices, policies and programs provided by the Company which are made available generally to other executive officers of the Company (for the avoidance of doubt, such plans, practices, policies or programs shall not include any plan, practice, policy or program which provides benefits in the nature of severance or continuation pay). Notwithstanding the foregoing, to the extent reasonably practicable, the Company will provide medical and dental benefits at least comparable to the benefits the Executive received from Zilog, Inc., including without limitation by providing such benefits through reimbursing the Executive for the cost of continuing his medical coverage under Zilog's medical plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

(f) The Company shall provide the Executive with a car allowance not to exceed \$1,200 per month.

(g) The Company shall provide the Executive with (i) relocation benefits in accordance with the Company's relocation policy; (ii) a housing allowance ("HOUSING ALLOWANCE") not to exceed \$4,000 per month until the earlier of the date the Executive acquires a permanent residence in the Phoenix, Arizona area and relocates his family thereto or twenty-four (24) months, plus an additional amount per month to compensate for any federal, state and local income and payroll taxes that the Executive shall be required to pay in respect of the housing allowance payments such that the Executive's net after-tax payment equals his Housing Allowance; and (iii) reasonable travel expenses between California and Phoenix, Arizona for the Executive and the Executive's spouse and children for the 24-month-period immediately following the Effective Date, provided such expenses shall not exceed \$1,440 per month net of all income taxes to the extent applicable.

(h) The Executive shall be entitled to receive four weeks paid vacation per calendar year, prorated for any partial year and otherwise accrued in accordance with the Company's vacation practices applicable generally to the senior executive officers of the Company.

(i) The Company shall reimburse the Executive for all reasonable business expenses upon the presentation of statements of such expenses in accordance with the Company's policies and procedures now in force or as such policies and procedures may be modified with respect to the senior executive officers of the Company.

3. EMPLOYMENT PERIOD.

The Employment Period commenced on August 2, 1999 (the "EFFECTIVE DATE") and shall terminate on the third anniversary of the Effective Date (the "SCHEDULED TERMINATION DATE"). Notwithstanding the foregoing, the Executive's employment hereunder may be terminated during the Employment Period prior to the Scheduled Termination Date upon the earliest to occur of the following events (at which time the Employment Period shall be terminated):

(a) Death. The Executive's employment hereunder shall terminate upon his death.

(b) Disability. The Company shall be entitled to terminate the Executive's employment hereunder for "DISABILITY" if, as a result of the Executive's incapacity due to physical or mental illness or injury, the Executive shall have been unable to perform his duties hereunder for a period of ninety (90) consecutive days, and within thirty (30) days after Notice of Termination (as defined in Section 4 below) for Disability is given following such 90-day period the Executive shall not have returned to the performance of his duties on a full-time basis.

(c) Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, the term "CAUSE" shall mean: (i) a material breach by the Executive of this Agreement; (ii) the failure by the Executive to reasonably and substantially perform his duties hereunder (other than as a result of physical or mental illness or injury); (iii) the Executive's willful misconduct or gross negligence which is materially injurious to the Company; or (iv) the conviction of or plea of nolo contendere (or similar plea) by the Executive for a felony or other serious crime involving moral turpitude. In the case of clauses (i) and (ii) above, the Company shall provide written notice to the Executive indicating in reasonable detail the events or circumstances that it believes constitute Cause

hereunder and, if such breach or failure is reasonably susceptible to cure, provide the Executive with thirty (30) days to cure such breach or failure prior to any termination for Cause.

(d) Without Cause. The Company may terminate the Executive's employment hereunder during the Employment Period without Cause.

(e) Voluntarily. The Executive may voluntarily terminate his employment hereunder (other than for Good Reason), provided that the Executive provides the Company with notice of his intent to terminate his employment at least three months in advance of the Date of Termination (as defined in Section 4 below).

(f) For Good Reason. The Executive may terminate his employment hereunder for Good Reasons. For purposes of this Agreement, "GOOD REASON" shall mean (i) a material diminution of the Executive's duties and responsibilities hereunder, or (ii) the Executive elects to terminate his employment within one year after a Change in Control (as defined below); PROVIDED THAT in (i) above, the Executive shall notify the Company with thirty (30) days after the event or events which the Executive believes constitute Good Reasons hereunder and shall describe in such notice in reasonable detail such event or events and provide the Company a reasonable time to cure such diminution (not to exceed thirty (30) days).

4. TERMINATION PROCEDURE.

(a) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive during the Employment Period (other than a termination on account of the death of Executive) shall be communicated by written "NOTICE OF TERMINATION" to the other party hereto in accordance with Section 12(a).

(b) Date of Termination. "DATE OF TERMINATION" shall mean (i) if the Executive's employment is terminated by his death, the date of his death, (ii) if the Executive's employment is terminated pursuant to Section 3(b), thirty (30) days after Notice of Termination, (iii) if the Executive voluntarily terminates his employment, the date specified in the notice given pursuant to Section 3(c) herein which shall not be less than thirty (30) days after the Notice of Termination, (iv) if the Executive terminates his employment hereunder for Good Reason pursuant to Section 3(f) herein, thirty (30) days after Notice of Termination and (v) if the Executive's employment is terminated for any other reason, the date on which a Notice of Termination is given or any later date (within thirty (30) days, or any alternative time period agreed upon by the parties, after the giving of such notice) set forth in such Notice of Termination.

5. TERMINATION PAYMENTS.

(a) Without Cause or for Good Reason. In the event of the termination of the Executive's employment during the Employment Period by the Company without Cause or by the Executive for Good Reason, in addition to the Executive's accrued but unused vacation and Base Salary through the Date of Termination (to the extent not theretofore paid) the Executive shall be entitled to a lump-sum payment, payable within thirty (30) days after the Date of Termination equal to the product of (A) either (i) three, if the Date of Termination is on or before September 1, 2001, or (ii) two, if the Date of Termination is after September 1, 2001 and prior to the Scheduled Termination Date; and (B) the sum of (i) the highest rate of Executive's annualized Base Salary in effect at any time up to and including the

Date of Termination and (ii) the Annual Bonus earned by the Executive in the year immediately preceding the Date of Termination; PROVIDED that the payments provided herein are subject to and conditioned upon the Executive executing a valid general release and waiver (in the form reasonably acceptable to the Company), waiving all claims the Executive may have against the Company, its successors, assigns, affiliates, executives, officers and directors, and such payments are subject to and conditioned upon the Executive's compliance with the Restrictive Covenants provided in Sections 8 and 9 hereof. Except as provided in this Section 5(a), the Company shall have no additional obligations under this Agreement.

(b) Cause, Disability, Death or Voluntarily. If the Executive's employment is terminated during the Employment Period (i) by the Company for Cause, (ii) voluntarily by the Executive (other than for Good Reason), or (iii) as a result of the Executive's death or Disability, the Company shall pay the Executive or the Executive's estate, as the case may be, within thirty (30) days following the Date of Termination the Executive's accrued but unused vacation and his Base Salary through the Date of Termination (to the extent not theretofore paid). Except as provided in this Section 5(b), the Company shall have no additional obligations under this Agreement.

6. EMPLOYMENT TERMINATION IN CONNECTION WITH A CHANGE IN CONTROL.

(a) In the event the Company terminates the Executive's employment without Cause within two years following a Change in Control (as defined below), then, in addition to all other benefits provided to the Executive under the provisions of this Agreement, the Company shall provide the Executive with continuation of medical benefits for the greater of (A) two years after the Date of Termination or (B) the remainder of the Employment Period. These benefits shall be provided to the Executive at the same cost, and at the same coverage level, as in effect as of the Executive's Date of Termination. However, in the event the cost and/or level of coverage shall change for all employees of the Company, the cost and/or coverage level, likewise, shall change for the Executive in a corresponding manner; and

(b) For purposes of this Agreement, a Change in Control shall have the meaning set forth in the Option Plan.

7. LEGAL FEES.

(a) In the event of any contest or dispute between the Company and the Executive with respect to this Agreement or the Executive's employment hereunder, each of the parties shall be responsible for their respective legal fees and expenses.

(b) The Company shall pay up to \$10,000 of legal fees incurred by the Executive in review of and counseling regarding this Agreement after receipt of an invoice reasonably satisfactory to the Company.

8. NON-SOLICITATION.

During the Employment Period and for one (1) year thereafter, the Executive hereby agrees not to, directly or indirectly, solicit or assist any other person or entity in soliciting any employee of the Company or any of their subsidiaries to perform services for any entity (other than the Company or

their subsidiaries), or attempt to induce any such employee to leave the employ of the Company or their subsidiaries.

9. CONFIDENTIALITY; NON-DISCLOSURE; NON-DISPARAGEMENT.

(a) The Executive hereby agrees that, during the Employment Period and thereafter, he will hold in strict confidence any proprietary or Confidential Information related to the Company and its affiliates. For purposes of this Agreement, the term "CONFIDENTIAL INFORMATION" shall mean all information of the Company or any of its affiliates (in whatever form) which is not generally known to the public, including without limitation any inventions, processes, methods of distribution, customer lists or customers' or trade secrets; provided, however, that the term Confidential Information shall not include any information which has become publicly available (other than by an impermissible disclosure of such information) or any information that is developed independently or obtained independently without breach of any confidentiality provision by the Executive without the use of any other Confidential Information.

(b) The Executive hereby agrees that, upon the termination of the Employment Period, he shall not take, without the prior written consent of the Company, any drawing, blueprint, specification or other document (in whatever form) of the Company or its affiliates which is Confidential Information, including without limitation information relating to its or their methods of distribution, or any description of any formulas or secret processes, and will return any such information (in whatever form) then in his possession.

(c) In the event the Executive's employment hereunder is terminated pursuant to Section 3(d) or 3(c) hereof, the Executive and the Company shall mutually agree on the time, method and content of any public announcement regarding the Executive's termination of employment hereunder and neither the Executive nor the Company shall make any public statements which are inconsistent with the information mutually agreed upon by the Company and the Executive and the parties hereto shall cooperate with each other in refuting any public statements made by other persons, which are inconsistent with the information mutually agreed upon between the Executive and Company as described above.

(d) The Executive hereby agrees not to defame or disparage the Company, its affiliates and their officers, directors, members or executives, and the Company hereby agrees that it shall not disparage or defame the Executive through any official statement of the Company or through any statements of the officers of the Company, provided that, in the event the Executive's employment is terminated for Cause, both the Executive and the Company shall be permitted, in their discretion, to disclose the facts and circumstances surrounding such termination. The Executive and the Company hereby agree to cooperate with each other in refuting any defamatory or disparaging remarks by any third party made in respect of the Company or its affiliates or their directors, members, officers or executives or in respect of the Executive.

10. INJUNCTIVE RELIEF.

It is impossible to measure in money the damages that will accrue to the non-breaching party in the event that one party breaches any of the restrictive covenants provided in Sections 8 and 9 hereof. In the event that either party breaches any such restrictive covenant, the non-breaching party shall be entitled to an injunction restraining the breaching party from violating such restrictive covenant (without posting any bond). If the non-breaching party shall institute any action or proceeding to enforce

any such restrictive covenant, the breaching party hereby waives the claim or defense that the non-breaching party has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that the non-breaching party has an adequate remedy at law. The foregoing shall not prejudice the non-breaching party's right to require the breaching party to account for and pay over to the non-breaching party, and the breaching party hereby agrees to account for and pay over, the compensation, profits, monies, accruals or other benefits derived or received by the breaching party as a result of any transaction constituting a breach of any of the restrictive covenants provided in Sections 8 or 9 hereof, subject to the non-breaching party's obligation to mitigate its damages.

11. REPRESENTATIONS.

(a) The parties hereto hereby represent that they each have the authority to enter into this Agreement and that the execution of, and performance of duties under, this Agreement shall not constitute a breach of or otherwise violate any other agreement to which they are a party.

(b) The Executive hereby represents to the Company that he will not utilize or disclose any confidential information obtained by the Executive in connection with his former employment with respect to his duties and responsibilities hereunder.

12. MISCELLANEOUS.

(a) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one day after it is sent by a reputable overnight courier service and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties):

If to the Company:

Semiconductor Components Industries, LLC
5005 East McDowell Road
Phoenix, Arizona 85008
Attention: Board of Directors and Secretary

with a copy to:

Paul Shim
Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza
New York, NY 10006

If to the Executive:

James Thorburn
Semiconductor Components Industries, LLC
5005 East McDowell Road
Phoenix, Arizona 85008

with a copy to:

Paul A. Reiner
Paul, Hastings, Janofsky & Walker
345 California Street
San Francisco, CA 94104

or to such other address as any party hereto may designate by notice to the others.

(b) This Agreement shall constitute the entire agreement among the parties hereto with respect to the Executive's employment hereunder, and supersedes and is in full substitution for any and all prior understandings or agreements with respect to the Executive's employment (it being understood that any stock options granted to the Executive shall be governed by the relevant option plan and related stock option grant agreement and any other related documents).

(c) This Agreement may be amended only by an instrument in writing signed by the parties hereto, and any provision hereof may be waived only by an instrument in writing signed by the party or parties against whom or which enforcement of such waiver is sought. The failure of any party hereto at any time to require the performance by any other party hereto of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by any party hereto of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement.

(d) The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor or against either party.

(e) (i) This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by either party, except that the Company may assign this Agreement upon a Change in Control.

(ii) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume this Agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place. As used in the Agreement, "the Company" shall mean both the Company as defined above and any such successor that assumes this Agreement, by operation of law or otherwise.

(f) Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by Company shall be implied by Company's forbearance or failure to take action.

(g) The Company may withhold from any amounts payable to the Executive hereunder all federal, state, city or other taxes that the Company may reasonably determine are required to be withheld pursuant to any applicable law or regulation, (it being understood, that the Executive shall be responsible for payment of all taxes in respect of the payments and benefits provided herein).

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to its principles of conflicts of law.

(i) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(j) The headings of this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

/s/ GEORGE H. CAVE

Name: George H. Cave
Title: Assistant Secretary &
General Counsel

/s/ JAMES THORBURN

Name: James Thorburn
Title: Treasurer

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement") is -----
dated as of November 8, 1999 and entered into by and between James Thorburn,
in his individual capacity, ("Grantor") and Semiconductor Components

Industries, LLC, (together with its successors and assigns, "Secured Party").

PRELIMINARY STATEMENTS

WHEREAS, Secured Party has agreed to loan Grantor the principal amount
of \$227,867.50 (the "Loan") in accordance with that certain Promissory

Note/Security Interest made by Grantor, dated as of the date hereof (as the
same may be amended, restated, supplemented or otherwise modified from time
to time, the "Note") in order to finance Grantor's acquisition of 70,000

shares of common stock of Zilog Inc. (the "Property");

WHEREAS, it is a condition precedent to the making of the Loan by
Secured Party that Grantor shall grant the security interests and undertaken
the obligations contemplated by this Agreement; and

WHEREAS, it is intended that the security interest granted hereunder
secure the Loan until the Principal Amount and Interest (each term as defined
in the Note) is paid in full by the Grantor.

NOW, THEREFORE, in consideration of the premises and in order to induce
Secured Party to make the Loan and for other good and valuable consideration,
the receipt and adequacy of which are hereby conclusively acknowledged,
Grantor hereby agrees with Secured Party as follows:

SECTION 1. Grant and Pledge of Security. Grantor hereby assigns and

pledges to Secured Party, and hereby grants to Secured Party a security
interest in, all of Grantor's right, title and interest in and to the
Property, whether now or hereafter acquired (the "Pledged Collateral"), and
any interest of the Grantor in the entries on the books of Zilog Inc. or any
financial intermediary pertaining to the Property, and all dividends, cash,
warrants, rights, instruments and other property or proceeds from time to
time received, receivable or otherwise distributable in respect of or in
exchange for any or all of the Property. The Grantor shall deliver to the
Secured Party the certificates representing the Property, together with the
Assignment Separate From Certificates (in the form attached hereto as Exhibit
A) signed by the Grantor equal to the number of certificates delivered, and
such certificates and Assignment shall remain in the possession of the
Secured Party until this Agreement is terminated, at which time, the
Secured Party shall return the certificates and Assignment to the Grantor.
Notwithstanding the foregoing, in the event Grantor wishes to dispose of all
or part of the Pledged Collateral in order to satisfy the Secured Obligations
(as defined in Section 2 hereof), the Secured Party shall permit such
disposition in a manner mutually acceptable to the parties hereto (including
without limitation delivering the certificates to a third-party purchaser or
broker in order to effectuate such sale or disposition), provided the
proceeds of any such sale or disposition shall first be used to satisfy the
Secured Obligations in full. In the case of an Acceleration Event (as defined
in the

Note), the Grantor hereby appoints the Secured Party as his true and lawful attorney to take such action as may be necessary or appropriate to cause the Pledged Collateral to be transferred into the name of the Secured Party or any assignee of the Secured Party and to take any other action on behalf of the Grantor permitted hereunder or under applicable law.

SECTION 2. Security for Obligations. This Agreement secures, and the

Pledged Collateral is collateral security for, all obligations of every nature of the Grantor now or hereafter existing under the Note (all such obligations collectively, the "Secured Obligations").

SECTION 3. No Assumption. Notwithstanding any of the foregoing, this

Agreement shall not in any way be deemed to obligate Secured Party to assume any of Grantor's obligations, duties, expenses or liabilities now existing or hereafter drafted or executed (collectively, the "Grantor Obligations")

unless Secured Party or any such purchaser otherwise expressly agrees to assume any or all of such Grantor Obligations in writing.

SECTION 4. Further Assurances and Covenants of Grantor. Grantor agrees

that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Grantor shall not, without the prior written consent of Secured Party, which may be granted or withheld in Secured Party's sole discretion, sell, assign (by operation of law or otherwise), pledge or otherwise dispose of or hypothecate all or any part of the Pledged Collateral. Notwithstanding the foregoing, in the event Grantor wishes to dispose of all or part of the Pledged Collateral in order to satisfy the Secured Obligations, the Secured Party shall permit such disposition in a manner mutually acceptable to the parties hereto (including without limitation delivering the certificates to a third-party purchaser or broker in order to effectuate such sale or disposition), provided the proceeds of any such sale or disposition shall first be used to satisfy the Secured Obligations in full.

SECTION 5. Acceleration Event; Grantor's Failure to Perform. In the case

of an Acceleration Event (as defined in the Note) or Grantor's failure to perform any term of this Agreement, in addition to all of Secured Party's other rights and remedies at law and in equity, Secured Party shall have the right, upon five days prior notice to Grantor, to dispose in any manner of all or any portion of the Pledged Collateral and to apply the proceeds as follows: (i) first to pay Secured Party's expenses (including reasonable attorney's fees) in connection with collection of the Note; (ii) second, to apply so much of the remaining proceeds as may be necessary to pay the unpaid Principal Amount and Interest accrued under the Note; and (iii) third, to pay any remaining amount of the proceeds to Grantor.

SECTION 6. Continuing Security Interest; Transfer of Loan. This

Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Secured Obligations, (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c),

neither party may transfer their rights or obligations under this Agreement, except that the Secured Party may assign or otherwise transfer the Note and this Agreement to any successor-in-interest, including without limitation any purchaser of substantially all of the assets of the Secured Party. Upon the indefeasible payment in full of all Secured Obligations, the security interest granted hereby shall terminate and all rights to the Pledged Collateral shall revert to Grantor.

SECTION 7. Amendments. No amendment, modification, termination or waiver

of any provision of this Agreement, or consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party, and, in the case of any such amendment or modification by Grantor, such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 8. Notices. Any notice or other communication herein required or

permitted to be given hereunder shall be given in accordance with Section 5(d) of the Note.

SECTION 9. Failure or Indulgence not Waiver; Remedies Cumulative. No

failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right, privilege or option or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, privilege or option preclude any other or further exercise thereof or of any other power, right, privilege or option. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 10. Severability. In case any provision in or obligation under

this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 11. Headings. Section and subsection headings in this Agreement

are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 12. Governing Law; Terms; Assignment. THIS AGREEMENT AND THE

RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA. This Agreement shall inure to the benefit of, and be binding upon, the Secured Party and its successors and assigns and be binding upon the Grantor and the Grantor's legal representatives, heirs and legatees, distributees, assigns and transferees by operation of law.

SECTION 13. Waiver. The provisions of Section 5(e) of the Note are hereby

incorporated by reference in their entirety.

SECTION 15. Counterparts. This Agreement may be executed in one or more

counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple

separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR: James Thorburn, in his individual capacity

By: /s/ James Thorburn

Name: James Thorburn
Title: C.O.O.

SECURED PARTY: Semiconductor Components Industries LLC

By: /s/ George H. Cave

Name: George H. Cave
Title: Assistant Secretary & General Counsel

PROMISSORY NOTE/SECURITY INTEREST

\$227,867.50
5.54% Interest

Phoenix, AZ
November 8, 1999

James Thorburn ("Thorburn") for value received, hereby promises to pay

to the order of Semiconductor Components Industries, LLC ("SCI"), at its

offices located at 5005 East McDowell Rd., Phoenix, AZ 85008, or such other
place as the holder hereof may designate by notice to Thorburn, the
principal amount of Two Hundred Twenty-Seven Thousand Eight Hundred
Sixty-Seven Dollars and Fifty Cents (\$227,867.50)("Principal Amount"), plus

interest of 5.54 percent per annum ("Interest")(Interest payable hereunder

shall be computed on the basis of actual days elapsed and a year of 360
days), in lawful money of the United States, in the manner set forth in
Section 1 hereof.

1. Payment/Prepayment

(a) Thorburn shall pay all proceeds that he receives from any sale
of any portion of the Property (as defined in Section 2 below) to the holder
of the Note until the Principal Amount plus accrued Interest is paid in full.
Thorburn shall make such payments as soon as practicable after the date of
such sale (but in no event more than five (5) business days after such sale).
For the avoidance of doubt, no payments of Principal Amount or Interest shall
be due until Thorburn sells the Property or any portion thereof.

(b) This Note may be prepaid at any time, in whole or in part,
without penalty or premium. Each partial prepayment shall be applied first to
the Interest and then to the Principal Amount. This Note is a non-recourse
note secured by the Property (as defined in Section 2 below).

2. Acknowledgement

Thorburn acknowledges and confirms that (i) SCI has loaned Thorburn
the Principal Amount of the Note for the sole purpose of Thorburn purchasing
70,000 shares of common stock of Zilog Inc. (the "Property") and (ii) he will

use the proceeds of the Note solely for such purpose.

3. Event of Acceleration

The holder of this Note, by written notice to Thorburn, may declare
the entire outstanding Principal Amount plus Interest immediately due and
payable in the event that Thorburn breaches any of the terms of the Note or
the Pledge and Security Agreement (a form of which is attached
hereto)("Acceleration Event"), in which event the maturity of the then unpaid

balance of the Note shall be accelerated and shall become immediately due and
payable.

4. Security Interest

As collateral security for the full and timely payment of all amounts due under the Note, Thorburn hereby agrees to grant SCI a security interest in the Property by executing the Pledge and Security Agreement and pledging the Property to SCI, and Thorburn also agrees to execute any and all additional documents necessary to provide such security interest. SCI shall hold the Property in accordance with the Pledge and Security Agreement and shall release the Property upon payment of the Principal Amount and Interest in full, provided that SCI may, at Thorburn's request or upon default as provided above, dispose of any portion or all of the Property and offset any proceeds received upon such disposal against SCI's expenses (as provided in the Pledge and Security Agreement), then against the Principal Amount and Interest as payment of the Note in full and then pay over the excess proceeds, if any, to Thorburn. Upon payment of the Principal Amount and Interest under the Note, SCG shall promptly release its security interest in the Property.

5. Miscellaneous

(a) Thorburn shall pay all costs and expenses incurred by the holder in connection with the collection of the Note, including reasonable attorneys' fees.

(b) This Note shall be governed by and construed in accordance with the laws of Arizona applicable to agreements made and to be performed therein and cannot be changed orally.

(c) No delay or failure on the part of the holder of this Note to exercise any power or right given under this Note, including, but not limited to, the right to accelerate the amounts due, shall operate as a waiver of the power or right and no right or remedy of the holder shall be deemed abridged or modified by any course of conduct. All rights and remedies existing hereunder are cumulative and not exclusive of each other or any rights or remedies otherwise available.

(d) All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, three days after being mailed by registered mail, return receipt requested, or the following day if sent by overnight courier service, to SCI, attention Secretary, at the address set forth at the beginning of this Note and to Thorburn at 5005 East McDowell Rd., Phoenix, AZ 85008, or such other address as either party may specify by notice given pursuant hereto.

(e) To the extent permitted by applicable law, Thorburn hereby waives all benefit that might accrue by virtue of any present or future moratorium laws exempting any of the Property, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy, or sale under execution, or providing for any stay of execution to be issued on any judgment recovered on this Note (excepting only any stay of execution).

(f) If any term or provision of this Note or the application thereof to any circumstance shall, to any extent, be invalid, illegal or unenforceable, such term or such provisions shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating or rendering unenforceable any remaining terms and provisions hereof or thereof or the application

of such term or provision to circumstances other than those as to which it is held invalid, illegal or unenforceable.

(g) This Note shall not be transferable, except that SCI may transfer the Note to any other person or entity without Thorburn's consent.

/s/ James Thorburn

James Thorburn

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN

ENROLLMENT MATERIALS

These materials provide highlights of ON SEMICONDUCTOR'S Deferred Compensation Plan, and full details are contained in the Plan document. If a description in these materials or any oral representation differs from these documents, the Plan document shall prevail. This booklet does not create a contract of employment between ON SEMICONDUCTOR or any of its current or future subsidiaries and any employee.

December 1999

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN
ENROLLMENT PACKAGE CONTENTS

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SECTION 1:	Introductory Letter
SECTION 2:	Summary
SECTION 3:	Highlights
SECTION 4:	Questions and Answers
SECTION 5:	Plan
SECTION 6:	Enrollment Issues

FORMS IN THIS PACKET

- - Deferral Commitment (MUST SIGN EVEN IF NOT PARTICIPATING.)
- - Distribution Election
- - Allocation Form
- - Beneficiary Designation

DEFERRED COMPENSATION PLAN
SUMMARY

ON SEMICONDUCTOR has established a voluntary Deferred Compensation Plan (DCP) to allow eligible employees to defer income pre-tax and to receive investment returns on a tax-deferred basis. You can defer income that you cannot place in the 401(k) plan because you have reached the qualified plan limits.

If you elect not to participate in the DCP at this time, you will not be eligible to participate in the Plan until 2002. You could next enroll in 2000 for funds to be deferred in 2002.

WHAT ARE THE BENEFITS OF DEFERRING INCOME? -Reduces current income taxes
 -Earnings build tax deferred
 -Multiple investment options
 -Flexibility as to when you receive money
 (unlike 401k plans; no early withdrawal
 penalty)

WHEN DO I DECIDE IF I WANT TO DEFER? In December of each year.

HOW MUCH OF MY INCOME CAN I DEFER? You can defer up to 25% of your salary and up to 100% of your bonus--to be earned a full year from the deferral date. You can choose to defer a set dollar amount or percentage of your pay.

HOW WILL MY ACCOUNT BALANCES BE VALUED? You can choose from three (3) valuation vehicles that will be used to determine investment gains or losses. Refer to the Plan Highlights for the listing of valuation vehicle options and descriptions of the investment objectives.

Each quarter, you may change the investment allocation of existing Account balances.

WHAT ARE MY DISTRIBUTION OPTIONS? -Planned distributions (such as for college expenses)
 -Retirement
 -Termination or
 -Hardship withdrawal

HOW DO I ENROLL

- - Please complete the enrollment forms, following instructions provided.
- - Return your completed forms to ON SEMICONDUCTOR Human Resources' Compensation Manager in the envelope provided no later than December 31, 1999 (for 2000) and January 31, 2000 (for 2001).
- - If you have questions, please call ON SEMICONDUCTOR'S Compensation Manager or the administrator for the Plan.

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN
PLAN HIGHLIGHTS

WHO IS ELIGIBLE Employees, salary grade E-14 and above with a salary of \$125,000 or above as determined by the Administration Committee will be eligible to participate in the ON SEMICONDUCTOR'S Deferred Compensation Plan (DCP).

PLAN OBJECTIVES The DCP was implemented to offer the following benefits for our key employees:

- The opportunity to defer salary and bonus compensation on a pre-tax basis,
- The ability to receive tax-deferred gains,
- The option to defer payment of current compensation to future years to supplement retirement income and for other financial needs such as the college expenses of children, and
- The ability to choose from a list of Valuation Funds used to measure investment performance on your deferrals.

Participation in the Plan is voluntary. The Plan Highlights describe the key features of the DCP. More detailed information is in the Plan. The Plan contains provisions of the DCP and governs any interpretation of the Plan.

DEFERRAL OPPORTUNITY In December of each year, you will receive election forms to defer up to 25% of salary and up to 100% of bonus compensation that may be earned during a year that is a full year following the election. Deferrals into the DCP are made on a pre-tax basis and, therefore, offer you the opportunity to save on current income taxes payable.

PAYMENT OF
BENEFITS

At the time you make your deferral election, you must designate the timing and form of benefit payment, as applicable, for your Account balance(s).

However, certain events may occur which may change the timing or form of benefit payment that will be made. They are:

- TERMINATION OF EMPLOYMENT: If you terminate your employment before age 55, you will receive your total account balance in a lump sum payment.
- DEATH: In the event of your death, either before or after your retirement or termination of employment, your entire Account Balance will be paid to your spouse beneficiary according to your distribution election; if you did not make a distribution election in the event of death, payments will be made to the beneficiary spouse in accordance to your retirement distribution election. If your beneficiary is not your spouse, payment will be made in one lump sum.

Please note that, in the event of death, the value of any remaining Plan benefit payments may be included in your estate for tax calculation purposes. Accordingly, you may want to speak with your tax or legal advisor if you have any questions about your distribution election in the event of death.

- LONG-TERM DISABILITY (LTD): If you become permanently and totally disabled and are eligible for Long-Term Disability benefits, your Account distribution will be made as if you had retired as of the date you become eligible for LTD benefits.

PAYOUT OPTIONS

Distribution options are

- Planned distributions (such as for college expenses)
- Retirement
- Termination or
- Hardship withdrawal

VALUATION FUNDS

The Valuation Funds are the Plan investment options from which you may choose. Investment gains or losses from the Valuation Funds will be the basis for determining investment returns recorded in your Account balance(s).

Your Valuation Fund selection must be made at the same time you make your deferral election. Changes to your Valuation Fund allocations may be made as of the end of any calendar quarter. Use the Account Balance Reallocation Form, available from the ON SEMICONDUCTOR Compensation Manager, to request changes in your Valuation Fund allocations.

While the Valuation Funds are used to determine investment gains or losses, you do not have ownership or any other rights to balances shown in your Valuation funds. Participant deferrals may or may not be invested in these Funds, or any other specific assets. The Valuation Funds define what you are entitled to receive in an Account distribution, subject to the risks outlined in "Nature of Obligation".

The Company reserves the right to change the Valuation Funds offered.

ADDITIONAL PROVISIONS

VESTING

You are 100% vested in your deferrals and any investment gains or losses recorded in your DCP Account balances.

HARDSHIP

You can petition the Administrative Committee in the event of a demonstrable hardship, the Committee may, in its discretion, provide relief.

If a distribution is in fact made, you will be prohibited from making any ongoing deferrals for a least 12 months, and the amount of the distribution will be only the amount necessary to meet the financial hardship. It is anticipated that the Administrative Committee will use similar guidelines as provided in the 401(k) regulations in determining what constitutes a financial hardship, but the final decision will be completely within their discretion.

TERMINATION OF TERMINATION

You may elect during your participation, at any time and for any reason, to terminate your participation in this Plan. This will trigger a pay out from all your

Account balances. Should you choose to exercise this provision, several "penalties" will be imposed:

- Your current Deferral Commitment will terminate,
- You forfeit your right to receive any gains, and you will assume any associated losses in the DCP Account, and
- You will be prohibited from ever participating in the Plan again.

If you elect termination by written notification to the Administrative Committee, the remaining portion of your vested Account balances will be paid to you as if you had terminated service with the Company.

AMENDMENT OR
TERMINATION OF
PLAN

AMENDMENT: The Company reserves the right at any time to amend the provisions of the Plan, including but not limited to changing the various Valuation Funds available. Any such amendment shall not reduce the amount accrued to date in your Account balance(s), subject to the risks outlined in the Nature of Obligation.

TERMINATION: While the Company intends to offer the DCP indefinitely, it may partially or completely terminate the Plan at any time. A partial termination will be accomplished by ceasing any ongoing deferrals and continuing to operate the Plan until the eventual payout of all benefits due. A complete termination will include the termination of all current Deferral Commitments and the payout of all Account balances.

NATURE OF
OBLIGATION

"GENERAL, UNSECURED CREDITOR": As a participant in this Plan, you must look to the Company for the payment of your benefits. To maintain favorable tax treatment for you under the Plan, your Account balances must (1) remain subject to the claims of general creditors of the Company and (2) be structured so they do not create a right to any specific Company assets. Therefore, you will be in the position of a "general, unsecured creditor" of the Company.

CONTINUED EMPLOYMENT: Establishing the Plan or extending eligibility to participants does not create a contract of employment nor guarantee that any participant shall continue to be employed by the Company.

RABBI TRUST: The company may decide to establish what is known as a Rabbi Trust to provide "security" of benefit payments for DCP participants and to assist in the smooth operation of the Plan. However, assets of such a trust, if any, will always remain the property of the Company and will be subject to the claims of the Company's creditors in the event of bankruptcy or insolvency. You will not have any right or interest in the trust or any particular asset that the trust may hold.

QUESTIONS AND ANSWERS
ABOUT THE DCP

IF YOU HAVE QUESTIONS THAT ARE NOT ANSWERED IN THESE MATERIALS, YOU MAY CALL ON SEMICONDUCTOR HUMAN RESOURCES' COMPENSATION MANAGER. YOU ARE ALSO ADVISED TO SPEAK WITH YOUR OWN TAX OR LEGAL ADVISOR, AS APPROPRIATE.

1. WHY DID ON SEMICONDUCTOR INTRODUCE THE DEFERRED COMPENSATION PLAN?

The DCP was implemented as part of the overall compensation-planning program for executives of ON SEMICONDUCTOR. Elective deferred compensation plans have become an important part of compensation planning today due to the legislative restrictions on qualified retirement programs and the limitations on tax-favored conventional investments. The DCP offers the opportunity to defer compensation to future years on a pre-tax basis, to receive tax-deferred investment returns, and flexibility in selecting investment options that will be used to value your Account balance(s).

2. WHEN MUST DEFERRAL ELECTIONS BE MADE?

Due to the recent launch of our new company, ON SEMICONDUCTOR, and subsequent Board of Director approval of the Plan, the first cycle is a short one. For the initial plan year, you have the opportunity this December to elect to defer compensation and bonuses earned during 2000. (FORMS FOR 2000 ELECTIONS MUST BE IN BY DECEMBER 31, 1999.) Further, you will have the opportunity to defer compensation earned during the next calendar year 2001. (FORMS FOR 2001 ELECTIONS MUST BE IN BY JANUARY 31, 2000.) In December 2000 you may have the opportunity to elect deferrals beginning in January 2002.

3. HOW MUCH CAN I DEFER?

You can specify either a dollar amount or a percentage of pay to be deferred, with maximum annual deferrals of up to 25% of base pay and 100% of your bonus. Salary deferrals will be deducted in roughly equal amounts from your paychecks over the calendar year. During the first year, 2000, deductions will begin as soon as administratively feasible.

4. ARE DEFERRALS INTO THE DCP SUBJECT TO WITHHOLDING TAXES?

Deferrals into the DCP are not subject to federal income taxes; however, they are subject to FICA/Social Security withholding:

For the old-age insurance portion of Social Security (i.e., pension benefits), deferrals into the DCP are not subject to withholding if your annual, taxable compensation is greater than the Wage Base \$76,200 for 2000 (Wage Base for 2001 not yet available).

For the Health Insurance portion of Social Security (i.e., Medicare), there is no "cap" on compensation for withholding tax purposes, and all deferrals into the DCP are subject to Withholding (the payroll/withholding tax rate is 1.45% of amounts deferred).

5. CAN I CHANGE MY DEFERRAL ELECTION?

In December of each year, you will make a deferral election that will apply towards compensation earned a full year in the future. For instance, in December 2002, if you chose to defer part of your compensation, it will be for the year 2004. The deferral election is irrevocable for the election year and cannot be changed.

6. CAN I DECLINE PARTICIPATION NOW, BUT JOIN LATER?

Yes, however, you may only choose to participate during a subsequent deferral election period (December of each year).

7. WHAT DETERMINES INVESTMENT RETURNS ON MY DEFERRALS?

You may select among various Valuation Funds that will be used to determine investment gains or losses on amounts deferred. You will have no ownership interest in or rights to any Company assets or investments made to cover Plan liabilities.

8. HOW DO I GET INFORMATION ABOUT THE VALUATION FUNDS/INVESTMENT ALTERNATIVES?

A listing of Valuation Funds is provided in the Plan Highlights, with a brief description of the investment objective for each of the Funds. You may also wish to read the prospectus.

9. MAY I CHANGE MY VALUATION FUND ALLOCATIONS?

Yes, you may change your Valuation Fund allocations as of the end of any calendar quarter. Such a change will apply to existing Account balances only, it will not change the Valuation Fund allocation of your current year's deferrals.

Changes must be on forms available from and then submitted to Human Resources' Compensation Manager prior to the effective date of change (i.e., before the end of the calendar quarter).

10. WHEN DO I VEST UNDER THE PROGRAM?

You are 100% vested on your deferrals and any investment gains or losses credited on such deferrals.

11. WHAT INFORMATION WILL I RECEIVE ABOUT MY PLAN ACCOUNT BALANCE?

You will receive periodic benefit statements summarizing the activity in your account.

12. WHAT ACCOUNT DISTRIBUTION OPTIONS ARE AVAILABLE UNDER THE PLAN?

Options for distributions include planned distributions (such as for college expenses); retirement; termination or hardship withdrawal. All Plan distributions are reportable as ordinary, taxable income in the calendar year paid.

13. ARE DISTRIBUTIONS TAXABLE?

Under current tax laws, all distributions from the Plan are subject to ordinary income tax in the year paid. Accordingly, the Company will be required to withhold a portion of the distribution for income taxes payable. Since the DCP is a non-qualified plan, no distributions are eligible for an IRA rollover or 5- or 10-year forward averaging. Also, distributions are not subject to any excise tax or an early distribution penalty.

14. WHO IS OBLIGATED TO PAY PLAN BENEFITS?

ON SEMICONDUCTOR is obligated to pay all Plan benefits. Participants and their beneficiaries have no interest in or rights to any Plan or Company assets to cover DCP benefit liabilities.

15. MAY I CHANGE MY BENEFICIARY?

Yes, you may change your designated beneficiary (ies) at any time by filing a new Beneficiary Designation Form. Please contact ON SEMICONDUCTOR'S Compensation Manager to obtain a Form.

16. WHAT EFFECT DO DEFERRALS HAVE ON OTHER COMPANY BENEFITS?

Deferrals under the DCP generally will not impact your other Company benefit programs.

17. MUST I BE INSURABLE TO PARTICIPATE IN THE DCP?

No, your insurability does not affect your eligibility or benefits under the DCP. In the future, the Company may ask you to participate in an insurance program to informally fund Plan benefit liabilities, but your health status will have no impact on your Plan benefits.

18. COULD THE DCP BE AMENDED OR TERMINATED?

Yes, the Company reserves the right to amend or terminate the DCP at any time. In the event of Plan termination, Account balances (you are 100% vested) will generally be paid in a lump sum. All Plan distributions are reportable as taxable income.

19. WHEN WILL THE FIRST DEDUCTIONS COME OUT OF MY PAYCHECK?

During the first year, 2000, deductions will begin as soon as administratively feasible.

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN

PURPOSE OF THE PLAN

The purpose of the OnSemiconductor Deferred Compensation Plan ("DCP") is to provide OnSemiconductor executives an opportunity to accumulate and manage a portion of her/his compensation on a tax-deferred basis.

The program includes several important features:

- - The opportunity to defer up to 25% of base compensation and up to 100% of annual incentive compensation up to a maximum of \$250,000 per year;
- - Several pay-out options, including a "planned" pay-out option to help participants save for college costs or other shorter-term savings needs.
- - Gains or losses are tracked against certain outside investment instruments prescribed under the plan.

The DCP is an unfunded plan under the Employee Retirement Income Security Act and is maintained primarily for the purpose of providing the opportunity to defer compensation for a select group of management or highly compensated employees.

PARTICIPATION

You are eligible to participate in this program if you are a full-time regular employee on the U.S. payroll, are in an exempt position at a grade level of E-14 or above, and have a base salary of \$125,000 or more.

Participation in the DCP is voluntary. Should you choose to participate, the Company's obligation to you is the same as its obligation to an unsecured general creditor.

DEFINITIONS

ACCOUNT BALANCE: The value of all DCP Accounts. Balances may be communicated to participants quarterly.

ADMINISTRATOR: The Executive Council shall from time to time name a Deferred Compensation Plan Administrative Committee that will serve as the administrator.

DEFERRED COMPENSATION PROGRAM ("DCP"): A program that allows participants to defer pre-tax compensation and accumulate tax-deferred earnings. This program is not qualified under section 401(a) of the Internal Revenue Code.

HARDSHIP WITHDRAWAL: A distribution from the DCP because of a Participant's unforeseen financial hardship, as determined by the Plan Administrator.

IN-SERVICE DISTRIBUTION: A distribution made in a specified year, which may be made before retirement or termination. Such distributions must be deferred for a minimum of four full calendar years and must be elected at the same time as the decision to defer. (For instance, if a participant plans to pay college expenses for a child at a certain date, such date to begin receiving the distribution must be declared at the time of the decision to defer.)

DCP ACCOUNT: An accounting record, maintained for each participant, valued in accordance with any gains or losses on the deferred amounts in the DCP Account. Account balances may be reported to Participants on a quarterly basis.

PARTICIPANT: An eligible employee with a DCP Account.

RETIREMENT AGE: Age 55 or later.

HOW THE PROGRAM WORKS

You may elect to defer up to 25% of base compensation and up to 100% of annual incentive compensation up to a maximum of \$250,000, per year. Each year you will have the opportunity to decide what compensation you wish to defer.

Amounts deferred are not subject to taxes at the time of deferral. While deferrals into the DCP are not subject to federal income taxes, they are, however, subject to FICA/Social Security withholding: For the old-age insurance portion of Social Security (i.e., pension benefits), deferrals into the DCP are not subject to withholding if your annual, taxable compensation is greater than the Wage Base \$76,200 for 2000 (Wage Base for 2001 not yet available).

For the Health Insurance portion of Social Security (i.e., Medicare), there is no "cap" on compensation for withholding tax purposes, and all deferrals into the DCP are subject to Withholding (the payroll/withholding tax rate is 1.45% of amounts deferred). Your contribution to the DCP will be credited to a DCP Account in your name.

It is anticipated that investment options will track such investment instruments as the S&P 500, the Prime Rate, and Lehman Brothers Aggregate Bond Index Fund. The value of the DCP account is not protected against loss.

Your DCP Account will accumulate on a tax-deferred basis, and will be distributed at:

- - a planned withdrawal;
- - retirement;
- - termination;
- - hardship withdrawal; or
- - death

YOUR CONTRIBUTIONS

- - Annual Compensation: You may defer up to 25% of base compensation and up to 100% of annual incentive compensation up to a maximum of \$250,000. During the first year, 2000, payroll deductions will begin as soon as administratively feasible.

THE VALUE OF THE DCP ACCOUNT IS NOT PROTECTED AGAINST LOSS.

ACCOUNT BALANCE REPORTING

You will receive periodic account balance statements. This statement will contain information regarding your account balance including any gains or losses during the period.

WHEN YOU MUST ENROLL

You must make your elections for deferrals before December 31 in each calendar year for the plan year beginning a year from the following January (for example, before December 31, 2002 for plan year beginning January 1, 2004). IN THE FIRST PLAN YEAR, YOU MAY MAKE THE ELECTIONS BEFORE DECEMBER 31, 1999 FOR THE PLAN YEAR BEGINNING JANUARY 1, 2000, and BEFORE JANUARY 31, 2000 FOR THE PLAN YEAR BEGINNING JANUARY 1, 2001.

DISTRIBUTION ELECTIONS

SALARY AND ANNUAL INCENTIVE ELECTION

If you elect to defer Annual Compensation amounts, you must elect when you want that year's deferred amount (net of related gains or losses) distributed to you.

DISTRIBUTION OF YOUR ACCOUNT

DISTRIBUTION CHOICES

The following distribution options are available for your contributions:

- - planned distributions,
- - retirement,
- - termination, or
- - hardship withdrawal.

If your Account Balance is less than \$100,000 at the time of valuation for distribution, it will be paid in a lump sum.

PLANNED DISTRIBUTIONS

You may receive a distribution prior to retirement or termination only if you have made a Planned Distribution Election at the time you made the deferral election. The deferral period for a Planned Distribution must be at least four full calendar years, and the distribution may be received over a maximum of five annual installments. If you select a Planned Distribution, it is irrevocable.

For example:

If you deferred \$10,000 for calendar year 2001, you can receive the \$10,000, net of related gains or losses, from your account in calendar year 2004 in up to five installments during that year. You must have selected this payment option when you deferred the compensation in 2000. If you select a Planned Distribution it is irrevocable.

RETIREMENT DISTRIBUTIONS

You may receive your retirement distribution in:

- - One Lump Sum; or
- - Over 15 Years, in annual installments up to the age of 70.

TERMINATION

If you terminate your employment before age 55, you will receive your total account balance in a lump sum payment. If you have elected In-service distributions and your employment terminates prior to age 55, any remaining amounts due you will be paid out in a lump sum.

If your employment is terminated as a result of a reduction in force or elimination of your current position, the payment option you selected in the event of Retirement will be honored.

HARDSHIP WITHDRAWAL

The Administrator may waive or modify any deferral commitment upon finding that a participant has suffered a severe, unforeseen financial hardship.

The Administrator may authorize a distribution from a Participant's Account balance in order to relieve such financial hardship when the Participant does not have funds reasonably available from other sources. The amount of the hardship distribution is limited to the amount needed to meet the hardship.

DEATH BENEFITS

If you should die, either before or after your retirement or termination of employment, your entire Account Balance will be paid as follows:

- - If your beneficiary is your spouse and you filed a distribution election in the event of death, payments will be made in accordance with that election.
- - If your beneficiary is your spouse and you did not file a distribution election in the event of death, payments will be made in accordance with your retirement distribution election.
- - If your beneficiary is not your spouse, payment will be made in one lump sum.

DISABILITY

If you become permanently and totally disabled and are eligible for Long-Term Disability benefits, your Account distribution will be made as if you had retired as of the date you become eligible for Long-Term Disability benefits.

FAILURE TO MAKE A VALID ELECTION

If you retire or die without having made a valid election prior to such event, your account balance will be paid in a lump sum payment.

OTHER PROVISIONS

FICA

FICA TAXES (MEDICARE AND SOCIAL SECURITY) MUST BE PAID IN THE YEAR OF DEFERRAL ON ANY DEFERRED COMPENSATION. DEDUCTIONS FOR FICA TAXES MUST BE TAKEN FROM YOUR REGULAR UNDEFERRED CASH COMPENSATION.

PLAN INTERPRETATION

The Administrator has the authority and responsibility to interpret and construe the DCP and to decide all questions arising thereunder, including without limitation, questions of eligibility for participation, eligibility for benefits, DCP Account balances and timing of the distribution thereof, and has the authority to deviate from the literal terms of the DCP to the extent the Administrator determines necessary or appropriate to operate the DCP in compliance with the provisions of the applicable laws.

CHANGE IN CONTROL

A "Change in Control" means the merger or consolidation of the Company with or into another corporation as the result of which the Company is not the continuing or surviving corporation; the sale or other disposition of all or substantially all of the assets of the Company (including the exchange of such assets for the securities of another corporation); the acquisition by another person of 80% or more of the Company's then outstanding shares of voting stock or the recapitalization, reclassification, liquidation, or dissolution of the Company; or other transaction involving the Company pursuant to which the common stock of the Company would be converted into cash, securities or other property.

Subsequent to a Change in Control, the Company shall pay over and deliver to the trustee (if the Company has established a trust for this Plan prior to the Change in Control) or to each Participant an amount equal to the value of

each Participant's DCP Accounts within 30 days after the end of the calendar quarter in which the Change in Control occurs.

CLAIM PROCEDURES

ON Semiconductor and participant agree that they shall attempt to settle any claim or controversy arising out of this DCP arrangement through consultation and negotiation in the spirit of mutual friendship and cooperation. If any such attempt shall fail, then the dispute shall first be submitted to a mutually acceptable neutral advisor for initial fact finding and mediation. Neither party shall unreasonably withhold acceptance of such an advisor, and selection of such an advisor shall be made within forth-five (45) days after written notice by either party for such fact finding and mediation. The cost of such fact-finding and mediation, and of any other subsequent alternative dispute resolution agreed upon by the parties, shall be shared equally by ON Semiconductor and the participant. Any dispute which the parties cannot so resolve between themselves in good faith within six (6) months of the date of the initial demand by either party for such fact finding shall be finally determined by a court within the state of Arizona.

CONDITION OF PAYMENT

A participant who is discharged for gross misconduct forfeits his/her right to receive any gains received on the DCP Account and assumes responsibility for any associated losses. Payment will be made to such Participant in a Lump Sum.

VALUE FLUCTUATION

As with other investment programs, the Deferred Compensation Program is subject to the same fluctuations that exist in other financial investment programs.

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN

ENROLLMENT INSTRUCTIONS

Forms for enrollment in the DCP are in this packet.

1) DEFERRAL COMMITMENT

WHO SHOULD COMPLETE All employees eligible to participate in the DCP.

DESCRIPTION This form is used to specify how much you would like to defer--or to decline participation in the Plan.

INSTRUCTIONS Election to Defer: Specify how much of your salary or bonus compensation you would like to defer (a percent or dollar amount), and indicate how you would like your deferrals allocated. During the first year, 2000, payroll deductions will begin as soon as administratively feasible.

Should you choose not to defer: You must initial in the space provided, to confirm your election not to participate in the Plan, and sign and date the Deferral Agreement at the bottom on the last page.

IF YOU WISH TO PARTICIPATE IN 2000, PLEASE RETURN COMPLETED FORMS BY DECEMBER 31, 1999 TO HUMAN RESOURCES' COMPENSATION MANAGER IN THE ENVELOPE PROVIDED. IF YOU WISH TO PARTICIPATE IN 2001, PLEASE RETURN COMPLETED FORMS BY JANUARY 31, 2000.

2) DISTRIBUTION ELECTION

WHO SHOULD COMPLETE All employees eligible to participate in the DCP.

DESCRIPTION This form is used to specify how you would like your Account balances to be distributed.

INSTRUCTIONS For you to allocate deferrals, specify the benefit commencement date and distribution option (lump sum or annual installments), as applicable. For instance, if you plan to use some of your deferrals in a specific year (as a child enters college, for instance) be sure to indicate the year you wish to begin receiving payments.

Remember:

If your beneficiary is your spouse and you filed a distribution election in the event of death, payments will be made in accordance with that election. If your beneficiary is your spouse and you did not file a distribution election in the event of death, payments will be made in accordance with your retirement distribution election. If your beneficiary is not your spouse, payment will be made in one lump sum.

Please sign, date, include your Social Security Number, and return by December 31, 1999 to Human Resources' Compensation Manager using the enclosed envelop.

3) ALLOCATION FORM

WHO SHOULD COMPLETE

All eligible employees who elect to defer compensation into the DCP.

DESCRIPTION

This form is used to specify how you wish to allocate your deferrals among the optional Valuation Funds which are used to determine the investment gains or losses that will be credited to your DCP Account balances.

INSTRUCTIONS

Please note that your allocations can only be made in whole percentages, and must add to 100%.

Please sign, date, include your Social Security Number, and return by December 31, 1999 to Human Resources' Compensation Manager using the enclosed envelope.

4) BENEFICIARY DESIGNATION

WHO SHOULD COMPLETE

All eligible employees who elect to defer compensation into the DCP.

DESCRIPTION

This form is used to specify your beneficiary designation in the event of your death while you have an Account balance in the DCP.

DEFERRAL COMMITMENT

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN

AS AN EMPLOYEE ELIGIBLE TO PARTICIPATE IN THE DEFERRED COMPENSATION PLAN, I
HEREBY ELECT TO DEFER COMPENSATION AS SET FORTH BELOW IN ACCORDANCE WITH AND
SUBJECT TO ALL PROVISIONS OF THE PLAN. THE EMPLOYER AGREES TO TREAT THE
COMPENSATION DEFERRAL ACCORDING TO THE TERMS AND CONDITIONS OF THE PLAN AND THIS
COMMITMENT.

ELECTION TO DEFER (PLEASE INDICATE THE TYPE AND AMOUNT OF COMPENSATION YOU WISH
TO DEFER.)

SALARY DEFERRAL

_____% OR \$ _____ OF MY ANNUAL BASE SALARY PAYABLE TO ME DURING _____ (STATE
YEAR). SUCH AMOUNTS WILL BE WITHHELD FROM MY PAYCHECKS IN ROUGHLY EQUAL AMOUNTS
OVER THE YEAR AND WILL BE ALLOCATED TO THE FOLLOWING ACCOUNTS (YOU MAY SELECT
ANY COMBINATION YOU WISH BUT THE ALLOCATIONS MUST BE IN WHOLE PERCENTAGES AND
ADD TO 100%). DURING THE FIRST YEAR, 2000, PAYROLL DEDUCTIONS WILL BEGIN AS SOON
AS ADMINISTRATIVELY FEASIBLE.

BONUS DEFERRAL

_____% OR \$ _____ OF MY ANNUAL BONUS AND/OR ANNUAL INCENTIVE COMPENSATION
PAYABLE TO ME DURING _____ (STATE YEAR). SUCH AMOUNTS WILL BE WITHHELD AT THE
TIME THE BONUS AND/OR ANNUAL INCENTIVE COMPENSATION WOULD HAVE BEEN PAYABLE TO
ME AND ALLOCATED TO MY ACCOUNTS.

SHOULD YOU CHOOSE NOT TO DEFER: PLEASE INDICATE YOUR CHOICE NOT TO PARTICIPATE
IN THE PLAN BY INITIALING THIS FORM HERE [_____] AND SIGN AND DATE BELOW.

I acknowledge that the amount of my deferral will be credited to a bookkeeping
Account, and that I will be an unsecured general creditor of the Company to the
extent of the value of my Plan Account(s). I understand that my total deferral
for any one calendar year cannot exceed \$250,000, and that any amounts deferred
in excess of \$250,000 will be returned to me as if I had not made such a
deferral.

By my signature, I acknowledge that I have received a copy of the Plan document
(or have had one made available to me), and I understand that all provisions of
the Plan are incorporated by reference in this Deferral Commitment, including
but not limited to the ability of the Employer to terminate this Plan in its
sole discretion.

Name (print)

Social Security Number

Signature

Date

ALLOCATION FORM
(investment election)

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN

I HEREBY REQUEST THAT MY FUTURE DEFERRALS TO PLAN ACCOUNTS BE DEEMED TO BE ALLOCATED AMONG THE VALUATION FUNDS AS I HAVE INDICATED BELOW. I UNDERSTAND THAT THE VALUATION FUNDS WILL BE USED SOLELY TO DETERMINE THE INVESTMENT GAINS OR LOSSES THAT WILL BE RECORDED IN MY PLAN ACCOUNTS. I FURTHER UNDERSTAND THAT I AM AN UNSECURED, GENERAL CREDITOR OF THE COMPANY TO THE EXTENT OF THE VALUE OF MY PLAN ACCOUNTS AND THAT I HAVE NO RIGHTS TO ANY SPECIFIC ASSETS OF THE PLAN OR THE COMPANY.

PLEASE NOTE THAT YOUR ALLOCATIONS CAN ONLY BE MADE IN WHOLE PERCENTAGES AND MUST ADD TO 100% FOR YOUR ACCOUNTS.

VALUATION FUNDS

PLAN ACCOUNTS

S & P 500

Prime Rate

Lehman Brothers Aggregate Bond Index Fund

TOTALS

100%

PARTICIPANT:

Name (Print) _____

Signature: _____

Social Security Number: _____

Date: _____

DISTRIBUTION ELECTION

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN

AS AN EMPLOYEE ELIGIBLE TO PARTICIPATE IN THE DEFERRED COMPENSATION PLAN, I
HEREBY ELECT TO HAVE MY ACCOUNT BALANCE(S) DISTRIBUTED AS I HAVE INDICATED
BELOW.

1. DISTRIBUTION ELECTION (PLEASE INDICATE RETIREMENT OR IN-SERVICE OR BOTH AS
APPROPRIATE.) This Distribution Election will remain in effect for the payment of
existing Account balances unless a NEW Distribution Election Form is submitted,
signed and dated more than 12 months prior to the effective payment date for
which you wish to make a change.

RETIREMENT (Please select the FORM of payment)

TIMING: PAYMENT(S) COMMENCE AUTOMATICALLY IN JANUARY FOLLOWING YOUR RETIREMENT.
FORM: _____ LUMP SUM, OR
_____ ANNUAL INSTALLMENTS OVER _____ YEARS (MAXIMUM OF 15 YEARS OR AGE
70).

IN-SERVICE (Please select the TIME and FORM of payment)

TIMING: PAYMENT(S) COMMENCE ON _____ (SPECIFY MONTH AND YEAR DATE)
FORM: _____ LUMP SUM, OR
_____ ANNUAL INSTALLMENTS OVER _____ YEARS (MUST BE OVER AT LEAST
FOUR (4) FULL CALENDER YEARS WITH A MAXIMUM OF 10 YEARS; A
MAXIMUM OF 5 INSTALLMENTS ANNUALLY).

2. IN THE EVENT OF DEATH (PLEASE INDICATE THE DISTRIBUTION IN THE EVENT OF
DEATH.) In the event of my death during active employment or during retirement,
but before my Account balances have been paid out in full, I hereby elect to
have any remaining balances from all Accounts paid in the following manner:

_____ LUMP SUM TO SPOUSE BENEFICIARY, OR
_____ ANNUAL INSTALLMENTS OVER _____ YEARS TO SPOUSE BENEFICIARY (MAXIMUM OF 10
OR UNTIL AGE 70 OF SPOUSE BENEFICIARY).

IF YOUR BENEFICIARY IS NOT YOUR SPOUSE, PAYMENT WILL BE MADE IN ONE LUMP SUM.

Name (print)

Social Security Number

Signature

Date

BENEFICIARY DESIGNATION

ON SEMICONDUCTOR
DEFERRED COMPENSATION PLAN

I hereby designate the following as my designated beneficiary(ies) of my Account balance(s) in the Deferred Compensation Plan and revoke any prior beneficiary designations.

Please be sure to specify the relationship of each beneficiary and the percentage of the total distribution each beneficiary is to receive. Please note that benefit payments shall be made in accordance with your distribution election in the Deferral Commitment.

PRIMARY BENEFICIARY(IES):

Name/Relationship: _____
Address: _____
Phone #: _____
Social Security Number: _____

Name/Relationship: _____
Address: _____
Phone #: _____
Social Security Number: _____

CONTINGENT BENEFICIARY(IES):

Name/Relationship: _____
Address: _____
Phone #: _____
Social Security Number: _____

(Use additional forms if more beneficiaries are to be listed.)

PARTICIPANT:

Name (Print) _____

Signature: _____

Social Security Number: _____

Date: _____

ON SEMICONDUCTOR DEFERRED COMPENSATION PLAN

AS AN EMPLOYEE ELIGIBLE TO PARTICIPATE IN THE DEFERRED COMPENSATION PLAN, I HEREBY ELECT TO DEFER COMPENSATION AS SET FORTH BELOW IN ACCORDANCE WITH AND SUBJECT TO ALL PROVISIONS OF THE PLAN. THE EMPLOYER AGREES TO TREAT THE COMPENSATION DEFERRAL ACCORDING TO THE TERMS AND CONDITIONS OF THE PLAN AND THIS COMMITMENT.

ELECTION TO DEFER (PLEASE INDICATE THE TYPE AND AMOUNT OF COMPENSATION YOU WISH TO DEFER.)

SALARY DEFERRAL
_____% OR \$ _____ OF MY ANNUAL BASE SALARY PAYABLE TO ME DURING _____(STATE YEAR). SUCH AMOUNTS WILL BE WITHHELD FROM MY PAYCHECKS IN ROUGHLY EQUAL AMOUNTS OVER THE YEAR AND WILL BE ALLOCATED TO THE FOLLOWING ACCOUNTS (YOU MAY SELECT ANY COMBINATION YOU WISH BUT THE ALLOCATIONS MUST BE IN WHOLE PERCENTAGES AND ADD TO 100%). DURING THE FIRST YEAR, 2000, PAYROLL DEDUCTIONS WILL BEGIN AS SOON AS ADMINISTRATIVELY FEASIBLE.

BONUS DEFERRAL
_____% OR \$ _____ OF MY ANNUAL BONUS AND/OR ANNUAL INCENTIVE COMPENSATION PAYABLE TO ME DURING _____(STATE YEAR) . SUCH AMOUNTS WILL BE WITHHELD AT THE TIME THE BONUS AND/OR ANNUAL INCENTIVE COMPENSATION WOULD HAVE BEEN PAYABLE TO ME AND ALLOCATED TO MY ACCOUNTS.

SHOULD YOU CHOOSE NOT TO DEFER: PLEASE INDICATE YOUR CHOICE NOT TO PARTICIPATE IN THE PLAN BY INITIALING THIS FORM HERE [_____] AND SIGN AND DATE BELOW.

I acknowledge that the amount of my deferral will be credited to a bookkeeping Account, and that I will be an unsecured general creditor of the Company to the extent of the value of my Plan Account(s). I understand that my total deferral for any one calendar year cannot exceed \$250,000, and that any amounts deferred in excess of \$250,000 will be returned to me as if I had not made such a deferral.

By my signature, I acknowledge that I have received a copy of the Plan document (or have had one made available to me), and I understand that all provisions of the Plan are incorporated by reference in this Deferral Commitment, including but not limited to the ability of the Employer to terminate this Plan in its sole discretion.

Name (print) Social Security Number

Signature Date

SEMICONDUCTOR COMPONENTS GROUP OF
MOTOROLA, INC.

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(AMOUNT IN MILLIONS OF DOLLARS)

	YEAR ENDED DECEMBER 31, 1998(A) -----	NINE MONTHS ENDED SEPTEMBER 26, 1998(A) -----	JANUARY 1, 1999 THROUGH AUGUST 3, 1999 -----	AUGUST 4, 1999 THROUGH OCTOBER 2, 1999 -----
Revenues less direct and allocated expenses before taxes before adjustments for income or loss from equity investments.....	--	--	\$102.5 =====	\$16.9 =====
Fixed charges:				
Interest expense and interest capitalized on all indebtedness.....	--	--	7.3	23.0
Appropriate portion (1/3) of rentals.....	--	--	1.3 -----	0.9 -----
Total fixed charges.....	--	--	\$ 8.6 =====	\$23.9 =====
Revenues less direct and allocated expenses before taxes before adjustments for income or loss from equity investments and fixed charges.....	--	--	\$111.1 =====	\$40.8 =====
Ratio of earnings to fixed charges.....	--	--	12.9 =====	1.7 =====

(A) Due to the registrant's loss for the year ended December 31, 1998, and the nine months ended September 26, 1998, the ratio coverage was less than 1:1. As such, the ratio of earnings to fixed charges has not been calculated for the respective periods. The deficiency for fiscal year 1998 and the nine months ended September 26, 1998 of \$144.7 million and \$160.5 million, respectively, is primarily due to the charge recorded in June 1998 to cover one-time costs of Motorola's portion of the registrant's recent cost restructuring.

COMPUTATION OF PRO FORMA RATIO OF EARNINGS
TO FIXED CHARGES AFTER ADJUSTMENT FOR THE RECAPITALIZATION
AND THE RELATED TRANSACTIONS
(AMOUNTS IN MILLIONS OF DOLLARS)

	YEAR ENDED DECEMBER 31, 1998(C) -----	NINE MONTHS ENDED OCTOBER 2, 1999 -----
Pro forma revenues less direct and allocated expenses before taxes before adjustments for minority interests in consolidated subsidiaries or income or loss from equity investments and fixed charges (B).....	--	\$ 59.0 =====
Fixed charges, as above.....	--	32.5
Adjustments:		
Net increase in interest expense and interest capitalized on all indebtedness and the appropriate portion (1/3) of all rentals to reflect the consolidation of the joint ventures.....	--	2.6
Estimated net increase in the interest expense from refinancing.....	--	67.6 -----
Total pro forma fixed charges.....	--	102.7 =====
Pro forma ratio of earnings to fixed charges.....	--	1.6 =====

(B) Pro forma revenues less direct and allocated expenses before taxes before adjustments for minority interests in consolidated subsidiaries or income or loss from equity investments reflects the pro forma adjustments to exclude Opto sales, to consolidate the joint ventures, to record foundry sales and to record the recapitalization and related transactions detailed in the notes to the unaudited pro forma statements of revenues less direct and allocated expenses before taxes.

(C) Due to the registrant's pro forma loss for the year ended December 31, 1998, the pro forma ratio coverage was less than 1:1. As such, the pro forma ratio of earnings to fixed charges has not been calculated for the period. The pro forma deficiency for fiscal year 1998 of \$206.4 million is primarily due to the charge recorded in June 1998 to cover one-time costs of Motorola's portion of the registrant's recent cost restructuring.

LIST OF SUBSIDIARIES OF SCG HOLDING CORPORATION

LEGAL NAME	PLACE OF INCORPORATION
DOMESTIC COMPANIES:	
Semiconductor Components Industries, LLC--doing business as ON Semiconductor	Delaware
SCG International Development LLC	Delaware
Semiconductor Components Industries Puerto Rico, Inc.	Delaware
SCG (China) Holding Corporation	Delaware
SCG (Malaysia SMP) Holding Corporation	Delaware
SCG (Czech) Holding Corporation	Delaware
FOREIGN COMPANIES:	
AMERICAS	
SCG do Brasil Ltda.	Brazil
SCG Canada Limited	Canada
SCG Mexico, S.A. de C.V.	Mexico
EUROPE	
SCG Czech Design Center s.r.o.	Czech Republic
SCG Holding (Netherlands), B.V.	Netherlands
SCG Investments EURL	France
SCG France S.A.S.	France
Semiconductor Components Industries Germany GmbH	Germany
SCG Italy s.r.l.	Italy
SCGS AB	Sweden
Semiconductor Components Industries UK Limited	United Kingdom
Slovakia Electronics Industries, a.s.	Slovakia
ASIA	
SCG Hong Kong SAR Limited	Hong Kong
SCG India Private Ltd.	India
SCG Japan Ltd.	Japan
SCG Korea Limited	Korea
SCG Malaysia Holdings Sendirian Berhad	Malaysia
SCG Asia Capital PTE Ltd.	Malaysia
SCG Industries Malaysia Sdn Bnd	Malaysia
SCG Philippines Inc.	Philippines
Semiconductor Components Industries Singapore Ptc. Ltd.	Singapore
Semiconductor Components Industries (Thailand) Limited	Thailand

Consent of Independent Auditors

We consent to the use of our report included herein on the combined balance sheets of the Semiconductor Components Group of Motorola, Inc. as of December 31, 1997 and 1998 and the combined statements of revenues less direct and allocated expenses before taxes for each of the years in the three-year period ended December 31, 1998 and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Phoenix, Arizona
January 10, 2000

YEAR	7-MOS			2-MOS		
	DEC-31-1998	DEC-31-1999	DEC-31-1999	DEC-31-1999	DEC-31-1999	DEC-31-1999
	JAN-01-1998	JAN-01-1999	JAN-01-1999	AUG-04-1999	AUG-04-1999	AUG-04-1999
	DEC-31-1998	AUG-03-1999	AUG-03-1999	OCT-02-1999	OCT-02-1999	OCT-02-1999
	0	0	0	0	0	107
	0	0	0	0	0	0
	0	0	0	0	207	0
	202	0	0	0	0	211
	211	0	0	551	0	1615
	1099	0	0	1004	0	1615
	777	0	0	1513	0	1615
	91	0	0	246	0	1293
	0	0	0	213	0	1293
	0	0	0	0	0	0
	0	0	0	0	0	2
	681	0	0	0	0	(287)
777	1493	0	1513	894	0	329
	1493	894	894	329	0	329
	1069	627	627	241	0	241
	1620	785	785	289	0	289
	10	5	5	22	0	22
	0	0	0	0	0	0
	18	8	8	23	0	23
	(136)	105	105	18	0	18
	(136)	0	0	15	0	15
	0	105	105	3	0	3
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	(136)	105	105	3	0	3
	0	0	0	0	0	0
	0	0	0	0	0	0

LETTER OF TRANSMITTAL

SCG HOLDING CORPORATION
AND SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
OFFER TO EXCHANGE THEIR
12% SENIOR SUBORDINATED NOTES DUE 2009,
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED,
FOR ANY AND ALL OUTSTANDING
12% SENIOR SUBORDINATED NOTES DUE 2009

Pursuant to the Prospectus dated [], 2000.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME,
ON [], 2000 UNLESS EXTENDED.
TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M.,
NEW YORK CITY TIME, ON [], 2000
UNLESS PREVIOUSLY ACCEPTED.

DELIVERY TO: STATE STREET BANK AND TRUST COMPANY, EXCHANGE AGENT

BY MAIL:

BY OVERNIGHT MAIL OR COURIER:

Corporate Trust Department
P.O. Box 778
Boston, Massachusetts 02102
ATTENTION: Mackenzie Elijah

Corporate Trust Window,
2 Avenue de Lafayette, Fifth Floor
Boston, Massachusetts 02111
ATTENTION: Mackenzie Elijah

BY HAND IN NEW YORK
BETWEEN [] A.M. AND 5:00 P.M.:

BY HAND IN BOSTON
BETWEEN [] A.M. AND 5:00 P.M.:

61 Broadway
15th Floor
Corporate Trust Window
New York, NY 10006

Corporate Trust Window,
2 Avenue de Lafayette, Fifth Floor
Boston, Massachusetts 02111
ATTENTION: Mackenzie Elijah

FOR INFORMATION CALL:
(617) 662-1525

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT
CONSTITUTE A VALID DELIVERY.

The undersigned acknowledges receipt of the Prospectus dated [], 2000 (the "Prospectus") of SCG Holding Corporation and Semiconductor Components Industries, LLC, each a Delaware Corporation (together, the "Issuers"), and this Letter of Transmittal (this "Letter"). The Prospectus and this Letter together constitute the offer (the "Exchange Offer") to exchange an aggregate principal amount of up to \$400,000,000 of the Issuers' 12% Senior Subordinated Notes due 2009, which have been registered under the Securities Act of 1933, as amended (the "New Notes"), for an equal principal amount of the Issuers' outstanding 12% Senior Subordinated Notes due 2009 (the "Old Notes"). State Street Bank and Trust Company is the exchange agent (the "Exchange Agent") for the Exchange Offer.

For each Old Note accepted for exchange, the holder of such Old Note will receive a New Note having a principal amount at maturity equal to that of the surrendered Old Note. The New Notes will accrue interest at 12% per annum from August 4, 1999, the date of issue of the Old Notes, or the last date on which interest was paid on the Old Notes surrendered in exchange therefor. Interest on the New Notes is payable on February 1 and August 1 of each year commencing on [], 2000, subject to the Indenture dated as of August 4, 1999 among the Issuers, certain of their subsidiaries (the "Guarantors") and State Street Bank and Trust Company, as Trustee. Capitalized terms used herein but not defined herein have the meaning set forth in the Exchange Offer and Registration Rights Agreement (the "Exchange Offer and Registration Rights Agreement") dated as of August 4, 1999 among the Issuers, the Guarantors and the initial purchasers of the Old Notes.

The Issuers will be jointly and severally liable to pay liquidated damages to each holder of Transfer Restricted Securities (as defined in the Exchange Offer and Registration Rights Agreement), during the period of one or more Registration Defaults (as defined below) in an amount equal to \$0.192 per week per \$1,000 principal amount of Transfer Restricted Securities held by such holder. Following the cure of all Registration Defaults, the accrual of liquidated damages will cease. Each of the following is a "Registration Default":

- the applicable Registration Statement is not filed with the Commission on or prior to 120 days after the Issue Date;
- the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, is not declared effective within 180 days after the Issue Date;
- the Exchange Offer is not consummated within 210 days after the Issue Date; or
- the Shelf Registration Statement is filed and declared effective within 180 days after the Issue Date (or in the case of a Shelf Registration Statement to be filed in response to any change in law or applicable interpretations thereof, within 60 days after the publication of the change in law or interpretation) but shall thereafter cease to be effective (at any time that the Issuers and the Note Guarantors are obligated to maintain the effectiveness thereof) without being succeeded within 30 days by an additional Registration Statement filed and declared effective.

The Issuers and the Guarantors reserve their rights to delay acceptance of any Old Notes, extend the Exchange Offer or terminate the Exchange Offer and not permit acceptance of

Old Notes not previously accepted if any of the conditions set forth in "The Exchange Offer--Conditions" section of the Prospectus shall have occurred and shall not have been waived by the Issuers and the Guarantors, by giving written notice of such delay, extension or termination to the Exchange Agent and to amend the terms of the Exchange Offer in any manner they deem to be advantageous to the holders of the Old Notes.

Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by written notice thereof to the Exchange Agent. If the Exchange Offer is amended in a manner determined by the Issuers to constitute a material change, the Issuers will promptly disclose such amendment in a manner reasonably calculated to inform the holders of the Old Notes of such amendment.

This Letter is to be completed by a holder of Old Notes if Old Notes are to be forwarded herewith or if a tender of Old Notes, if available, is to be made by book-entry transfer to the account maintained by the Exchange Agent at The Depository Trust Company ("DTC") pursuant to the procedures set forth in "The Exchange Offer" section of the Prospectus. Holders of Old Notes whose certificates are not immediately available, or who are unable to deliver their certificates or confirmation of the book-entry tender of their Old Notes into the Exchange Agent's account at DTC and all other documents required by this Letter to the Exchange Agent on or prior to the expiration of the Exchange Offer, must tender their Old Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer--Guaranteed Delivery Procedures" section of the Prospectus. See Instruction 1 of this Letter. Delivery of documents to DTC does not constitute delivery to the Exchange Agent.

The undersigned has completed the appropriate boxes below and signed this Letter to indicate the action the undersigned desires to take with respect to the Exchange Offer.

List below the Old Notes to which this Letter relates. If the space provided below is inadequate, the certificate numbers and principal amount of Old Notes should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF OLD NOTES	1	2	3
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	Certificate Number(s)*	Aggregate Principal Amount of Old Note(s)	Principal Amount Tendered**
Total			

* Need not be completed if Old Notes are being tendered by book-entry transfer.
 ** Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the Old Notes represented by the Old Notes indicated in column 2. See Instruction 2. Old Notes tendered hereby must be in denominations of principal amount of \$1,000 and any integral multiple thereof. See Instruction 1.

// CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution_____

Account Number_____ Transaction Code Number_____

// CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s)_____

Window Ticket Number (if any)_____

Date of Execution of Notice of Guaranteed Delivery_____

Name of Institution which guaranteed delivery_____

IF DELIVERED BY BOOK-ENTRY TRANSFER, COMPLETE THE FOLLOWING:

Account Number_____ Transaction Code Number_____

// CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:_____

Address:_____

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Issuers the aggregate principal amount of Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Old Notes tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Issuers all right, title and interest in and to such Old Notes as are being tendered hereby.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Old Notes tendered hereby and that the Issuers will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same are accepted by the Issuers. The undersigned hereby further represents that any New Notes acquired in exchange for Old Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such New Notes, whether or not such person is the undersigned, that neither the holder of such Old Notes nor any such other person is engaged in, or intends to engage in, a distribution of such New Notes, or has an arrangement or understanding with any person to participate in the distribution of such New Notes, and that neither the holder of such Old Notes nor any such other person is an "affiliate," as defined in Rule 405 under the Securities Act of 1933, as amended (the "Securities Act"), of the Issuers.

The undersigned also acknowledges that this Exchange Offer is being made based upon the Issuers' and the Guarantors' understanding of an interpretation by the staff of the Securities and Exchange Commission (the "Commission") as set forth in no-action letters issued to third parties, including EXXON CAPITAL HOLDINGS CORPORATION, SEC No-Action Letter (available May 13, 1988), Morgan Stanley & Co. Incorporated, SEC No-Action Letter (available June 5, 1991) and SHEARMAN & STERLING, SEC No-Action Letter (available July 2, 1993), that the New Notes issued in exchange for the Old Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such New Notes directly from the Issuers for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an "affiliate" of the Issuers within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such New Notes and has no arrangement with any person to participate in the distribution of such New Notes. If a holder of Old Notes is engaged in or intends to engage in a distribution of the New Notes or has any arrangement or understanding with respect to the distribution of the New Notes to be acquired pursuant to the Exchange Offer, such holder may not rely on the applicable interpretations of the staff of the Commission and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction. If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Old Notes, it represents that the Old Notes to be exchanged for the New Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such New Notes;

however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuers to be necessary or desirable to complete the sale, assignment and transfer of the Old Notes tendered hereby. All authority conferred or agreed to be conferred in this Letter and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in "The Exchange Offer--Withdrawal of Tenders" section of the Prospectus.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, please deliver the New Notes (and, if applicable, substitute certificates representing Old Notes for any Old Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of Old Notes, please credit the account indicated above maintained at DTC. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the New Notes (and, if applicable, substitute certificates representing Old Notes for any Old Notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Old Notes."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF OLD NOTES" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE OLD NOTES AS SET FORTH IN SUCH BOX ABOVE.

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for Old Notes not exchanged and/or New Notes are to be issued in the name of and sent to someone other than the person(s) whose signature(s) appear(s) on this Letter above, or if Old Notes delivered by book-entry transfer which are not accepted for exchange are to be returned by credit to an account maintained at DTC other than the account indicated above.

Issue New Notes and/or Old Notes to:

Name(s):.....
(Please Type or Print)

.....
(Please Type or Print)

Address:.....

.....
(Including Zip Code)

(Complete accompanying Substitute Form W-9)

Credit unexchanged Old Notes delivered by book-entry transfer to DTC account set forth below:

.....

IMPORTANT: THIS LETTER (TOGETHER WITH THE CERTIFICATES FOR OLD NOTES OR A BOOK-ENTRY CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS OR THE NOTICE OF GUARANTEED DELIVERY) MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

PLEASE READ THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING ANY BOX ABOVE.

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for Old Notes not exchanged and/or New Notes are to be sent to someone other than the person(s) whose signature(s) appear(s) on this Letter above or to such person(s) at an address other than shown in the box entitled "Description of Old Notes" on this Letter above.

Mail New Notes and/or Old Notes to:

Name(s):.....
(Please Type or Print)

.....
(Please Type or Print)

Address:.....

.....
(Including Zip Code)

PLEASE SIGN HERE
(TO BE COMPLETED BY ALL TENDERING HOLDERS)
(Complete accompanying Substitute Form W-9)

Dated:.....,
.....X
.....X
(Signature(s) of Owner) (Date)

Area Code and Telephone Number:.....

If a holder is tendering any Old Notes, this Letter must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the Old Notes or by any person(s) authorized to become registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, officer or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 3.

Name(s):.....
.....
(Please Type or Print)

Capacity:.....

Address:.....
.....
(Including Zip Code)

SIGNATURE GUARANTEE
(if required by Instruction 3)

Signature(s) Guaranteed by
an Eligible Institution:.....
(Authorized Signature)
.....
(Title)
.....
(Name and Firm)

Dated:.....

INSTRUCTIONS

SCG HOLDING CORPORATION
AND SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER TO EXCHANGE THEIR
12% SENIOR SUBORDINATED NOTES DUE 2009,
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED,
FOR ANY AND ALL OUTSTANDING
12% SENIOR SUBORDINATED NOTES DUE 2009

1. DELIVERY OF THIS LETTER AND OLD NOTES; GUARANTEED DELIVERY PROCEDURES.

This Letter is to be completed by holders of Old Notes either if certificates are to be forwarded herewith or if tenders are to be made pursuant to the procedures for delivery by book-entry transfer set forth in "The Exchange Offer--Book-Entry Transfer" section of the Prospectus. Certificates for all physically tendered Old Notes, or a confirmation of book-entry transfer from DTC ("Book-Entry Confirmation"), as the case may be, as well as a properly completed and duly executed Letter of Transmittal and any other documents required by this Letter, must be received by the Exchange Agent at the address set forth herein on or prior to the Expiration Date, or the tendering holder must comply with the guaranteed delivery procedures set forth below. Old Notes tendered hereby must be in denominations of principal amount at maturity of \$1,000 and any integral multiple thereof.

Holders of Old Notes whose certificates for Old Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date, or who cannot complete the procedure for book-entry transfer on a timely basis, may tender their Old Notes pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer--Guaranteed Delivery Procedures" section of the Prospectus. Pursuant to such procedures, (i) such tender must be made through an Eligible Institution (as defined below), (ii) prior to the Expiration Date, the Exchange Agent must receive from such Eligible Institution a properly completed and duly executed Letter of Transmittal and Notice of Guaranteed Delivery, substantially in the form provided by the Issuers (by mail or hand delivery), setting forth the name and address of the holder of Old Notes and the amount of Old Notes tendered, stating that the tender is being made thereby and guaranteeing that within three New York Stock Exchange ("NYSE") trading days after the date of execution of the Notice of Guaranteed Delivery, the certificates for all physically tendered Old Notes, or a Book-Entry Confirmation, as the case may be, and any other documents required by this Letter will be deposited by the Eligible Institution with the Exchange Agent, and (iii) the certificates for all physically tendered Old Notes, in proper form for transfer, or Book-Entry Confirmation, as the case may be, and all other documents required by this Letter, are received by the Exchange Agent within three NYSE trading days after the date of execution of the Notice of Guaranteed Delivery.

The method of delivery of this Letter, the Old Notes and all other required documents is at the election and risk of the tendering holders, but the delivery will be deemed

made only when actually received or confirmed by the Exchange Agent. If Old Notes are sent by mail, it is suggested that the mailing be made sufficiently in advance of the Expiration Date to permit delivery to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date.

See "The Exchange Offer" section of the Prospectus.

2. PARTIAL TENDERS (NOT APPLICABLE TO HOLDERS OF OLD NOTES WHO TENDER BY BOOK-ENTRY TRANSFER).

If less than all of the Old Notes evidenced by a submitted certificate are to be tendered, the tendering holder(s) should fill in the aggregate principal amount of Old Notes to be tendered in the box above entitled "Description of Old Notes-Principal Amount Tendered." A reissued certificate representing the balance of nontendered Old Notes will be sent to such tendering holder, unless otherwise provided in the appropriate box on this Letter, promptly after the Expiration Date. All of the Old Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

3. SIGNATURES OF THIS LETTER; BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES.

If this Letter is signed by the registered holder of the Old Notes tendered hereby, the signature must correspond exactly with the name as written on the face of the certificates without any change whatsoever.

If any tendered Old Notes are owned of record by two or more joint owners, all such owners must sign this Letter.

If any tendered Old Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter as there are different registrations of certificates.

When this Letter is signed by the registered holder of the Old Notes specified herein and tendered hereby, no endorsements of certificates or separate bond powers are required. If, however, the New Notes are to be issued, or any untendered Old Notes are to be reissued, to a person other than the registered holder, then endorsements of any certificates transmitted hereby or separate bond powers are required. Signatures on such certificates must be guaranteed by an Eligible Institution.

If this Letter is signed by a person other than the registered holder of any certificates specified herein, such certificates must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name of the registered holder appears on the certificates and the signatures on such certificates must be guaranteed by an Eligible Institution.

If this Letter or any certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuers, proper evidence satisfactory to the Issuers of their authority to so act must be submitted.

ENDORSEMENTS ON CERTIFICATES FOR OLD NOTES OR SIGNATURES ON BOND POWERS REQUIRED BY THIS INSTRUCTION 3 MUST BE GUARANTEED BY A FIRM WHICH IS A MEMBER OF A REGISTERED NATIONAL SECURITIES EXCHANGE OR A MEMBER OF THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., BY A COMMERCIAL BANK OR TRUST COMPANY HAVING AN OFFICE OR CORRESPONDENT IN THE UNITED STATES OR BY AN "ELIGIBLE GUARANTOR" INSTITUTION WITHIN THE MEANING OF RULE 17AD-15 UNDER THE SECURITIES EXCHANGE ACT OF 1934 (AN "ELIGIBLE INSTITUTION").

SIGNATURES ON THIS LETTER NEED NOT BE GUARANTEED BY AN ELIGIBLE INSTITUTION, PROVIDED THE OLD NOTES ARE TENDERED: (I) BY A REGISTERED HOLDER OF OLD NOTES (WHICH TERM, FOR PURPOSES OF THE EXCHANGE OFFER, INCLUDES ANY PARTICIPANT IN DTC WHOSE NAME APPEARS ON A SECURITY POSITION LISTING AS THE HOLDER OF SUCH OLD NOTES) TENDERED WHO HAS NOT COMPLETED THE BOX ENTITLED "SPECIAL ISSUANCE INSTRUCTIONS" OR "SPECIAL DELIVERY INSTRUCTIONS" ON THIS LETTER, OR (II) FOR THE ACCOUNT OF AN ELIGIBLE INSTITUTION.

4. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS.

Tendering holders of Old Notes should indicate in the applicable box the name and address to which New Notes issued pursuant to the Exchange Offer and/or substitute certificates evidencing Old Notes not exchanged are to be issued or sent if different from the name or address of the person signing this Letter. In the case of issuance in a different name, the employer identification or social security number of the person named must also be indicated. A holder of Old Notes tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at DTC as such holder of Old Notes may designate hereon. If no such instructions are given, such Old Notes not exchanged will be returned to the name or address of the person signing this Letter.

5. TAX IDENTIFICATION NUMBER.

Federal income tax law generally requires that a tendering holder whose Old Notes are accepted for exchange must provide the Issuers (as payors) with such Holder's correct Taxpayer Identification Number ("TIN") on Substitute Form W-9 below, which, in the case of a tendering holder who is an individual, is his or her social security number. If the Issuers are not provided with the current TIN or an adequate basis for an exemption, such tendering holder may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, delivery of New Notes to such tendering holder may be subject to backup withholding in an amount equal to 31% of all reportable payments made after the exchange. If withholding results in an overpayment of taxes, a refund may be obtained.

Exempt holders of Old Notes (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. See the enclosed Guidelines of Certification of Taxpayer Identification Number on Substitute Form W-9 (the "W-9 Guidelines") for additional instructions.

To prevent backup withholding, each tendering holder of Old Notes must provide its correct TIN by completing the "Substitute Form W-9" set forth below, certifying that the TIN provided is correct (or that such holder is awaiting a TIN) and that (i) the holder is exempt from

backup withholding, (ii) the holder has not been notified by the Internal Revenue Service that such holder is subject to a backup withholding as a result of failure to report all interest or dividends or (iii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. If the tendering holder of Old Notes is a nonresident alien or foreign entity not subject to backup withholding, such holder must give the Issuers a completed Form W-8, Certificate of Foreign Status. These forms may be obtained from the Exchange Agent. If the Old Notes are in more than one name or are not in the name of the actual owner, such holder should consult the W-9 Guidelines for information on which TIN to report. If such holder does not have a TIN, such holder should consult the W-9 Guidelines for instructions on applying for a TIN, check the box in Part 2 of the Substitute Form W-9 and write "applied for" in lieu of its TIN. Note: checking this box and writing "applied for" on the form means that such holder has already applied for a TIN or that such holder intends to apply for one in the near future. If such holder does not provide its TIN to the Issuers within 60 days, backup withholding will begin and continue until such holder furnishes its TIN to the Issuers.

6. TRANSFER TAXES.

The Issuers will pay all transfer taxes, if any, applicable to the transfer of Old Notes to it or its order pursuant to the Exchange Offer. If, however, New Notes and/or substitute Old Notes not exchanged are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the Old Notes tendered hereby, or if tendered Old Notes are registered in the name of any person other than the person signing this Letter, or if a transfer tax is imposed for any reason other than the transfer of Old Notes to the Issuers or its order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT IS NOT NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE OLD NOTES SPECIFIED IN THIS LETTER.

7. WAIVER OF CONDITIONS.

The Issuers and the Guarantors reserve the absolute right to waive satisfaction of any or all conditions enumerated in the Prospectus.

8. NO CONDITIONAL TENDERS.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders of Old Notes, by execution of this Letter, shall waive any right to receive notice of the acceptance of their Old Notes for exchange.

Neither the Issuers, the Guarantors, the Exchange Agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of Old Notes nor shall any of them incur any liability for failure to give any such notice.

9. MUTILATED, LOST, STOLEN OR DESTROYED OLD NOTES.

Any holder whose Old Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated above for further instructions.

10. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter, may be directed to the Exchange Agent, at the address and telephone number indicated above.

TO BE COMPLETED BY ALL TENDERING HOLDERS (SEE INSTRUCTION 5)

PAYORS' NAMES: SCG HOLDING CORPORATION,
SEMICONDUCTOR COMPONENTS INDUSTRIES

SUBSTITUTE
Form W-9

Part I - PLEASE PROVIDE YOUR
TIN IN THE BOX AT RIGHT AND
CERTIFY BY SIGNING AND
DATING BELOW.

TIN: _____
(Social Security
Number or Employer
Identification Number)

Department of the
Treasury

Part 2 - TIN Applied For / /

Internal Revenue
Service
Payor's Request For
Taxpayer
Identification Number
("TIN") and
Certification

CERTIFICATION: UNDER THE PENALTIES OF PERJURY, I
CERTIFY THAT:

(1) the number shown on this form is my correct
Taxpayer Identification Number (or I am waiting
for a number to be issued to me).

(2) I am not subject to backup withholding either
because: (a) I am exempt from backup withholding,
or (b) I have not been notified by the Internal
Revenue Service (the "IRS") that I am subject to
backup withholding as a result of a failure to
report all interest or dividends, or (c) the IRS
has notified me that I am no longer subject to
backup withholding, and

(3) any other information provided on this form
is true and correct.

SIGNATURE _____ DATE _____

You must cross out item (2) of the above certification if you have been notified
by the IRS that you are subject to backup withholding because of underreporting
of interest or dividends on your tax return and you have not been notified by
the IRS that you are no longer subject to backup withholding.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX
IN PART 2 OF SUBSTITUTE FORM W-9

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has
not been issued to me, and either (a) I have mailed or delivered an application
to receive a taxpayer identification number to the appropriate Internal Revenue
Service Center or Social Security Administration Office or (b) I intend to mail
or deliver an application in the near future. I understand that if I do not
provide a taxpayer identification number by the time of the exchange, 31 percent
of all reportable payments made to me thereafter will be withheld until I
provide a number.

Signature

Date

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NOTICE OF GUARANTEED DELIVERY

SCG HOLDING CORPORATION
AND SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
OFFER TO EXCHANGE THEIR
12% SENIOR SUBORDINATED NOTES DUE 2009,
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED,
FOR ANY AND ALL OUTSTANDING
12% SENIOR SUBORDINATED NOTES DUE 2009

This form or one substantially equivalent hereto must be used to accept the Exchange Offer of SCG Holding Corporation and Semiconductor Components Industries, LLC (together, the "Issuers") made pursuant to the Prospectus, dated [], 2000 (the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal") if certificates for Old Notes are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Issuers prior to 5:00 P.M., New York City time, on the expiration date of the Exchange Offer. Such form may be delivered by mail or hand delivery to State Street Bank and Trust Company (the "Exchange Agent") as set forth below. In addition, in order to utilize the guaranteed delivery procedure to tender Old Notes pursuant to the Exchange Offer, a completed, signed and dated Letter of Transmittal must also be received by the Exchange Agent prior to 5:00 P.M., New York City time, on the expiration date of the Exchange Offer. Capitalized terms not defined herein are defined in the Letter of Transmittal.

DELIVERY TO: STATE STREET BANK AND TRUST COMPANY, EXCHANGE AGENT

BY MAIL:

Corporate Trust Department
P.O. Box 778
Boston, Massachusetts 02102
ATTENTION: Mackenzie Elijah

BY OVERNIGHT MAIL OR COURIER:

Corporate Trust Window,
2 Avenue de Lafayette, Fifth Floor
Boston, Massachusetts 02111
ATTENTION: Mackenzie Elijah

BY HAND IN NEW YORK

BETWEEN [] A.M. AND 5:00 P.M.:

61 Broadway
15th Floor
Corporate Trust Window
New York, NY 10006

BY HAND IN BOSTON

BETWEEN [] A.M. AND 5:00 P.M.:

Corporate Trust Window,
2 Avenue de Lafayette, Fifth Floor
Boston, Massachusetts 02111
ATTENTION: Mackenzie Elijah

FOR INFORMATION CALL:
(617) 662-1525

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

Upon the terms and conditions set forth in the Prospectus and the accompanying Letter of Transmittal, the undersigned hereby tenders to the Issuers the principal amount of Old Notes set forth below, pursuant to the guaranteed delivery procedure described in "The Exchange Offer -- Guaranteed Delivery Procedure" section of the Prospectus.

Principal Amount of Old Notes
Tendered:

Name(s) of Record Holders(s):

\$ _____
Certificate Nos. (if available):

Address(es):

If Old Notes will be delivered by book-
entry transfer to The Depository Trust
Company, provide account number.

Area Code and Telephone Number(s):

Signature(s):

Account
Number _____

THE ACCOMPANYING GUARANTEE MUST BE COMPLETED.

GUARANTEE

(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a firm that is a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office correspondent in the United States or any "eligible guarantor" institution within the meaning of Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended, hereby (a) guarantees to deliver to the Exchange Agent, at one its address set forth above, the certificates representing all tendered Old Notes, in proper form for transfer, or a Book-Entry Confirmation, together with a properly completed and duly executed Letter of Transmittal, with any required signature guarantees, and any other documents required by the Letter of Transmittal within three New York Stock Exchange trading days after the date of execution of this Notice of Guaranteed Delivery.

Name of Firm:

(Authorized Signature)

Address:

Area Code and

Telephone Number:

Title:

Name:

Date:

SCG HOLDING CORPORATION
AND SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
OFFER TO EXCHANGE THEIR
12% SENIOR SUBORDINATED NOTES DUE 2009,
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED,
FOR ANY AND ALL OUTSTANDING
12% SENIOR SUBORDINATED NOTES DUE 2009

TO: BROKERS, DEALERS, COMMERCIAL BANKS,
TRUST COMPANIES AND OTHER NOMINEES:

Upon and subject to the terms and conditions set forth in the Prospectus, dated [], 2000 (the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), an offer to exchange (the "Exchange Offer") registered 12% Senior Subordinated Notes due 2009 (the "New Notes") for any and all outstanding 12% Senior Subordinated Notes due 2009 (the "Old Notes") (CUSIP No. 783885AA4 for Old Notes offered and sold in reliance on Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") and CUSIP No. U8066HAA1 for Old Notes offered and sold pursuant to Regulation S under the Securities Act) is being made pursuant to such Prospectus. The Exchange Offer is being made in order to satisfy certain obligations of SCG Holding Corporation and Semiconductor Components Industries, LLC (together, the "Issuers") and the Issuers' domestic subsidiaries (each a "Guarantor" and collectively, the "Guarantors") contained in the Exchange Offer and Registration Rights Agreement, dated as of August 4, 1999, between the Issuers, the Guarantors, Chase Securities Inc., Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc.

We are requesting that you contact your clients for whom you hold Old Notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold Old Notes registered in your name or in the name of your nominee, or who hold Old Notes registered in their own names, we are enclosing the following documents:

1. Prospectus dated [], 2000;
2. The Letter of Transmittal for your use and for the information of your clients;
3. A Notice of Guaranteed Delivery to be used to accept the Exchange Offer if certificates for Old Notes are not immediately available or time will not permit all required documents to reach the Exchange Agent prior to the expiration date of the Exchange Offer or if the procedure for book-entry transfer cannot be completed on a timely basis; and
4. A form of letter which may be sent to your clients for whose account you hold Old Notes registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer.

Your prompt action is requested. The Exchange Offer will expire at 5:00 p.m., New York City time, on [], 2000 (30 calendar days following the commencement of the

Exchange Offer), unless extended by the Issuers. Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time before the expiration date for the Exchange Offer.

To participate in the Exchange Offer, a duly executed and properly completed Letter of Transmittal, with any required signature guarantees and any other required documents, should be sent to the Exchange Agent and certificates representing the Old Notes should be delivered to the Exchange Agent, all in accordance with the instructions set forth in the Letter of Transmittal and the Prospectus.

If holders of Old Notes wish to tender, but it is impracticable for them to forward their certificates for Old Notes prior to the expiration of the Exchange Offer or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the Prospectus under "The Exchange Offer - Guaranteed Delivery Procedures."

Additional copies of the enclosed material may be obtained from the Exchange Agent, State Street Bank and Trust Company, 2 Avenue de Lafayette, Boston, Massachusetts 02111, telephone: (617) 662-1525 ATTENTION: Mackenzie Elijah.

SCG HOLDING CORPORATION
SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC

SCG HOLDING CORPORATION
AND SEMICONDUCTOR COMPONENTS INDUSTRIES, LLC
OFFER TO EXCHANGE THEIR
12% SENIOR SUBORDINATED NOTES DUE 2009,
WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF
1933, AS AMENDED,
FOR ANY AND ALL OUTSTANDING
12% SENIOR SUBORDINATED NOTES DUE 2009

TO OUR CLIENTS:

Enclosed for your consideration is a Prospectus of SCG Holding Corporation and Semiconductor Components Industries, LLC, each a Delaware corporation (together, the "Issuers"), dated [], 2000 (the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal") relating to the offer to exchange (the "Exchange Offer") of registered 12% Senior Subordinated Notes due 2009 (the "New Notes") for any and all outstanding 12% Senior Subordinated Notes due 2009 (the "Old Notes") (CUSIP No. 783885AAA for Old Notes offered and sold in reliance on Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") and CUSIP No. U8066HAA1 for Old Notes offered and sold pursuant to Regulation S under the Securities Act), upon the terms and subject to the conditions described in the Prospectus. The Exchange Offer is being made in order to satisfy certain obligations of the Issuers and the Issuers' domestic subsidiaries (each a "Guarantor" and collectively, the "Guarantors") contained in the Exchange Offer and Registration Rights Agreement, dated as of August 4, 1999, between the Issuers, the Guarantors, Chase Securities Inc., Donaldson, Lufkin & Jenrette Securities Corporation and Lehman Brothers Inc.

This material is being forwarded to you as the beneficial owner of the Old Notes carried by us in your account but not registered in your name. A TENDER OF SUCH OLD NOTES MAY ONLY BE MADE BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the Old Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal. We also request that you confirm that we may, on your behalf, make the representations and warranties contained in the Letter of Transmittal.

Your instructions should be forwarded to us as promptly as possible in order to permit us to tender the Old Notes on your behalf in accordance with the provisions of the Exchange Offer. THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [], 2000 (30 CALENDAR DAYS FOLLOWING THE COMMENCEMENT OF THE EXCHANGE OFFER), UNLESS EXTENDED BY THE ISSUERS. ANY OLD NOTES TENDERED PURSUANT TO THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME BEFORE 5:00 P.M., NEW YORK CITY TIME ON THE EXPIRATION DATE FOR THE EXCHANGE OFFER.

Your attention is directed to the following:

1. The Exchange Offer is for any and all Old Notes.

2. The Exchange Offer is subject to certain conditions set forth in the Prospectus in the section captioned "The Exchange Offer -- Conditions."

3. Any transfer taxes incident to the transfer of Old Notes from the holder to the Issuers will be paid by the Issuers, except as otherwise provided in the Instructions in the Letter of Transmittal.

4. The Exchange Offer expires at 5:00 p.m., New York City time, on [], 2000, unless extended by the Issuers.

If you wish to have us tender your Old Notes, please so instruct us by completing, executing and returning to us the instruction form set forth below. The Letter of Transmittal is furnished to you for information only and may not be used directly by you to tender Old Notes.

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned acknowledge(s) receipt of your letter enclosing the Prospectus, dated [], of SCG Holding Corporation and Semiconductor Components Industries, LLC, each a Delaware corporation, and the related specimen Letter of Transmittal.

This will instruct you to tender the number of Old Notes indicated below held by you for the account of the undersigned, pursuant to the terms and conditions set forth in the Prospectus and the related Letter of Transmittal. (Check one).

Box 1 / / Please tender my Old Notes held by you for my account. If I do not wish to tender all of the Old Notes held by you for any account, I have identified on a signed schedule attached hereto the number of Old Notes that I do not wish tendered.

Box 2 / / Please do not tender any Old Notes held by you for my account.

Date _____, 2000

Signature(s)

Please print name(s) here

Area Code and Telephone No.

UNLESS A SPECIFIC CONTRARY INSTRUCTION IS GIVEN IN THE SPACE PROVIDED, YOUR SIGNATURE(S) HEREON SHALL CONSTITUTE AN INSTRUCTION TO US TO TENDER ALL OLD NOTES.