UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended September 27, 2002

Commission file number 1-5560

SKYWORKS SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	04-2302115
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
20 SYLVAN ROAD, WOBURN, MASSACHUSETTS	01801
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (781) 376-3000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

[X] Yes [ ] No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [ ]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12B-2).

[X] Yes [ ] No

The aggregate market value of the Registrant's voting stock held by non-affiliates of the Registrant (based on the closing price as reported on the Nasdaq National Market on December 4, 2002) was approximately $1.4 billion. Shares of voting stock held by each officer and director and by each shareowner affiliated with a director have been excluded from this calculation because such persons may be deemed to be affiliates. This determination of officer or affiliate status is not necessarily a conclusive determination for other purposes. The number of outstanding shares of the Registrant's Common Stock, par value $0.25 per share, as of December 4, 2002 was 137,899,732.

The Exhibit Index is located on page 88.

SKYWORKS SOLUTIONS, INC.

ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED SEPTEMBER 27, 2002

TABLE OF CONTENTS

ITEM 1 BUSINESS

SUMMARY

Skyworks Solutions, Inc. ("Skyworks" or the "Company") is a leading wireless semiconductor company focused exclusively on radio frequency (RF) and complete cellular system solutions for mobile communications applications. We offer front-end modules, RF subsystems and cellular systems to top wireless handset and infrastructure customers.

From the radio to the baseband, we have developed one of the industry's broadest product portfolio including leadership switches and power amplifier modules. Additionally, we offer a highly integrated direct conversion transceiver and have launched a comprehensive cellular system for next generation handsets.

With our extensive portfolio and significant systems-level expertise, Skyworks is the ideal partner for both top-tier wireless manufacturers and new market entrants who demand simplified architectures, faster development cycles and fewer overall suppliers.

Skyworks was formed through the merger ("Merger") of the wireless communications business of Conexant Systems, Inc. ("Conexant") and Alpha Industries, Inc. ("Alpha") on June 25, 2002. Following the Merger, Alpha changed its corporate name to Skyworks Solutions, Inc. We are headquartered in Woburn, Massachusetts, and have executive offices in Irvine, California. We have design, engineering, manufacturing, marketing, sales and service facilities throughout North America, Europe, and the Asia/Pacific region. Our Internet address is www.skyworksinc.com. We make available on our Internet website free of charge our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports as soon as practicable after we electronically file such material with the SEC. The information contained in our website is not incorporated by reference in this Annual Report on Form 10-K.

RECENT DEVELOPMENTS

On November 13, 2002, Skyworks successfully closed a private placement of $230 million of 4.75 percent convertible subordinated notes due 2007. These notes can be converted into 110.4911 shares of common stock per $1,000 principal balance, which is the equivalent of a conversion price of approximately $9.05 per share. The net proceeds from the note offering were principally used to prepay debt owed to Conexant under a financing agreement entered into with Conexant immediately following the Merger. The payments to Conexant retired $105 million of the $150 million note relating to the purchase of Conexant's semiconductor assembly, module manufacturing and test facility located in Mexicali, Mexico, and certain related operations ("Mexicali Operations") and repaid the $65 million principal amount outstanding as of November 13, 2002 under the loan facility, dissolving the $100 million facility and resulting in the release of Conexant's security interest in the assets and properties of the Company.

In connection with the prepayment by the Company of $105 million of the $150 million note owed to Conexant relating to the purchase of the Mexicali Operations, the remaining $45 million principal balance on the note was exchanged for new 15% convertible debt securities with a maturity date of June 30, 2005. These notes can be converted into the Company's common stock at a conversion rate based on the applicable conversion price, which is subject to adjustment based on, among other things, the market price of the Company's common stock. Based on this adjustable conversion price, the Company expects that the maximum number of shares that could be issued under the note is approximately 7.1 million shares, subject to adjustment for stock splits and other similar dilutive occurrences.

In addition to the retirement of $170 million in principal amount of indebtedness owing to Conexant, we also retained approximately $53 million of net proceeds of the private placement to support our working capital needs.

INDUSTRY BACKGROUND

We believe that cellular services and personal communications services are increasingly expanding to offer more than just traditional voice services, with emerging mobile communications technologies offering consumers and businesses wireless access to data and information across a wide range of applications. High-speed mobile access has the potential to dramatically enhance use of the Internet, thereby facilitating the growth of electronic commerce. At the center of these developments are the continuing evolution of the mobile phone and the corresponding growth of the wireless communications infrastructure.

The cellular handset market has grown considerably over the past five years with unit sales of approximately 400 million units in 2001, according to Gartner Dataquest, a market research firm, up 500% from 1996 levels. As additional wireless cellular capacity became available, an intensely competitive pricing environment for wireless services developed at the same time that lower-priced, feature-rich mobile phones were being introduced, contributing substantially to the growth of new subscribers. We expect this trend to continue, enabling further wireless expansion and increased market penetration worldwide. Market penetration measures the portion of users or subscribers within the entire population of a specified geographic area. In the

United States, market research firm EMC forecasts a growth in wireless penetration from approximately 46% in 2001 to almost 75% by 2005. On a worldwide basis, market penetration of wireless phones was just 16% in 2001 and could approach 30% by 2005, based on data from EMC. We believe that this anticipated dramatic market growth will create significant demand for wireless handsets as well as for wireless infrastructure equipment to meet future network capacity requirements.

New mobile phones with improved battery life and expanded features are being introduced at a rapid rate, made possible by significant technological advances that render earlier models obsolete after only one or two years. According to market research firm Strategy Analytics, roughly half of the 2001 worldwide cellular handset sales were replacements of previous models. We expect this replacement market to continue contributing to the growth of the digital cellular handset industry, led by the transition to next generation services, such as CDMA2000, GPRS and EDGE wireless standards, which support wireless data capacity. We anticipate that transition to third-generation services, which will enable even higher bandwidth applications, including streaming video, digital audio and digital camera functionality, should further bolster the replacement market. Additionally, in emerging markets where wireline infrastructure is inadequate or limited, we believe that digital wireless networks are providing a viable and economic alternative that can be rapidly deployed.

In response to this rapidly changing market, handset original equipment manufacturers, or OEMs, are significantly shortening product development cycles, seeking simplified architectures and streamlining manufacturing processes. Traditional OEMs are shifting to low-cost suppliers around the world. In turn, original design manufacturers and contract manufacturers, who lack RF and systems-level expertise, are entering the high volume mobile phone market to support OEMs as well as to develop handset platforms of their own. Original design manufacturers and contract manufacturers can manage low-cost manufacturing and assembly of handsets, freeing OEMs to focus on the higher value marketing and distribution aspects of their business. Established handset manufacturers and new market entrants alike are demanding complete semiconductor system solutions that include the radio frequency system, all baseband processing, protocol stack and user interface software, plus comprehensive reference designs and development platforms. With these solutions, traditional handset OEMs can accelerate time-to-market cycles with lower investments in engineering and system design. These solutions also enable original design manufacturers to enter the high volume handset market without the need to make significant investments in RF and systems-level expertise.

Similarly, cellular and personal communications services network operators are developing and deploying next generation services. These service providers are incorporating packet-switching capability in their networks to deliver data communications and Internet access to digital cellular and other wireless devices. Over the long-term, service providers are seeking to establish a global network that can be accessed by subscribers at any time, anywhere in the world and that can provide subscribers with multimedia services. To meet this goal, OEMs who supply wireless infrastructure base stations to network operators are increasingly relying on mobile communications semiconductor suppliers who can provide highly integrated radio frequency and mixed signal processing functionality.

Additionally, as service providers migrate cellular subscribers to data intensive next generation 2.5G and 3G applications, base stations that transmit and receive signals in the backbone of cellular and personal communications services systems will be under further capacity constraints. To meet the related demand, OEMs will be challenged to increase base station transceiver performance and functionality, while reducing size, power consumption and overall system costs.

We believe that these market trends create a potentially significant opportunity for a broad-based wireless semiconductor supplier with a comprehensive product portfolio supported by specialized wireless manufacturing process technologies and a full range of systems-level expertise.

BUSINESS OVERVIEW

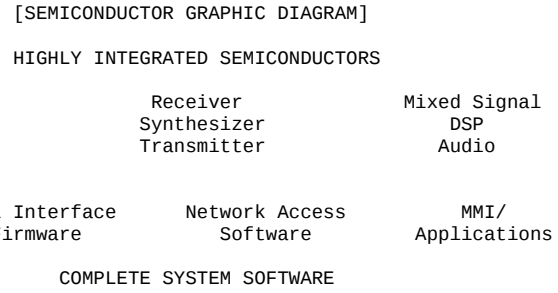
Skyworks is a leading wireless semiconductor company focused exclusively on RF and complete cellular system solutions for mobile communications applications. We offer front-end modules, RF subsystems and cellular systems to top wireless handset and infrastructure customers. Skyworks operates in one business segment, which designs, develops, manufactures and markets proprietary semiconductor products and system solutions for manufacturers of wireless communication products.

Skyworks possesses a broad wireless technology capability and one of the most complete wireless communications product portfolios, coupled with customer relationships with virtually all major handset and infrastructure manufacturers. Our product portfolio includes almost every key semiconductor found within a digital cellular handset, including:

- switches and filters (components that switch signals and incorporate filtering functionality);

- power amplifier (PA) modules (devices that amplify a signal to provide sufficient energy for it to reach the base station);
- RF transceivers (devices that perform radio frequency transmit and receive functions);
- synthesizers (devices used to tune to the correct channel to receive the RF signal from the base station);
- mixed signal processors (devices that convert analog signals into digital signals);
- digital signal processors (DSP) (digital devices that act as the cellular handset's central processor);
- audio (components that enable voice communication);
- physical interface DSP firmware (channel coding and equalization software);
- network access software (protocol stack supporting encoding and decoding); and
- MMI/applications (user interface software).

The following diagram illustrates our products that are used in a digital cellular handset:



Skyworks also offers a broad product portfolio addressing next generation wireless infrastructure applications, including amplifier drivers, ceramic resonators, couplers and detectors, filters, synthesizers and front-end receivers. These components support a variety of radio frequency and mixed signal processing functions within the wireless infrastructure.

We have a comprehensive radio frequency and mixed signal processing and packaging portfolio, extensive circuit design libraries and a proven track record in component and system design. We believe that these capabilities position us to address the growing need of wireless infrastructure manufacturers for base station products with increased transceiver performance and functionality with reduced size, power consumption and overall system costs.

OUR STRATEGY

Skyworks' vision is to become the leading supplier of wireless semiconductor solutions. Key elements in our strategy include:

LEVERAGING CORE TECHNOLOGIES

Skyworks deploys technology building blocks such as radio frequency integrated circuits, analog/mixed-signal processing cores and digital baseband engines as well as software across multiple product platforms. We believe that this approach enables creation of economies of scale in research and development and facilitates a reduction in the time-to-market for key products.

INCREASING INTEGRATION LEVELS

High levels of integration enhance the benefits of our products by reducing production costs through fewer external components, reduced board space and improved system assembly yields. By combining all of the necessary communications functions for a complete system solution, Skyworks can deliver additional semiconductor content, thereby offering existing and potential customers more compelling and cost-effective solutions.

CAPTURING AN INCREASING AMOUNT OF SEMICONDUCTOR CONTENT

We enable our customers to start with individual components as necessary, and then migrate up the product integration ladder. We believe that our highly integrated solutions will enable these customers to speed time-to-market while focusing their resources on product differentiation through a broader range of more sophisticated, next-generation features.

DIVERSIFYING CUSTOMER BASE

Skyworks supports virtually every wireless handset OEM including Motorola, Inc., Nokia Corporation, Samsung Electronics Co. and Sony/Ericsson as well as emerging original development manufacturers (ODMs) and contract manufacturers such as BenQ, Compal, Flextronics and Quanta. With the industry's move towards outsourcing, we believe that we are particularly well-positioned to address the growing needs of new market entrants who seek RF and system-level integration expertise.

DELIVERING OPERATIONAL EXCELLENCE

The Skyworks operations team leverages best-in-class manufacturing technologies and enables highly integrated modules as well as system-level solutions. We are focused on achieving the industry's shortest cycle times, highest yields and ultimately the lowest cost structure.

BUILDING INDUSTRY PARTNERSHIPS

Skyworks will vertically integrate where it can differentiate or will otherwise enter alliances and partnerships for leading-edge capabilities. These partnerships and alliances are designed to ensure product leadership and competitive advantage in the marketplace. For example, we recently licensed LSI Logic's digital signal processor core to support future GSM/GPRS baseband products. Additionally, we work with Advanced Wireless Semiconductor Company (AWSC), Jazz Semiconductor, Inc. and United Microelectronics Corporation (UMC) on a foundry basis.

MARKETING AND DISTRIBUTION

Our products are primarily sold through a direct Skyworks sales force. This team is globally deployed across all major regions. In some markets we supplement our direct sales effort with independent manufacturers' representatives, assuring broader coverage of territories and customers. We also utilize distribution partners, some of which are franchised globally with others specific to North American markets.

We maintain an internal marketing organization that is responsible for developing sales and advertising literature, print media such as product announcements and catalogs, as well as a variety of web based content. Skyworks' sales engagement begins at the earliest stages in a customer design. We strive to provide close technical collaboration with our customers at the inception of a new program. This partnership allows our team to facilitate customer-driven solutions, which leverage the unique strength of our portfolio while providing high value and greatly reduced time-to-market.

We believe that the technical and complex nature of our products and markets demands an extraordinary commitment to close ongoing relationships with our customers. As such, we strive to expand the scope of our customer relationship to include design, engineering, manufacturing, purchasing and project management staff. We also employ a collaborative approach in developing these partnerships by combining the support of our design teams, applications engineers, manufacturing personnel, sales and marketing staff and senior management.

We believe that maintaining frequent and interactive contact with our customers is paramount to our continuous efforts to provide world-class sales and service support. By listening and responding to feedback, we are able to mobilize actions to raise the level of customer satisfaction, improve our ability to anticipate future product needs, and enhance our understanding of key market dynamics. We are confident that diligence in following this path will position Skyworks to participate in numerous opportunities for growth in the future.

CUSTOMERS

During fiscal year 2002, Samsung Electronics Co. and Motorola, Inc. accounted for 38% and 12%, respectively, of the Company's total net revenues from customers other than Conexant. During fiscal year 2001, Samsung Electronics Co. and Nokia Corporation accounted for 44% and 12%, respectively, of the Company's total net revenues from customers other than Conexant. As of September 30, 2002 Samsung Electronics Co. accounted for approximately 27% of the Company's gross accounts receivable. The foregoing percentages are based on sales representing the Mexicali Operations' and the wireless business of Conexant's sales for the full fiscal year during 2001 and the fiscal 2002 pre-Merger period through June 25, 2002, and sales of Skyworks, the combined company, for the post-Merger period from June 26, 2002 through the end of the fiscal year.

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

We own or license numerous United States and foreign patents and patent applications related to our products, our manufacturing operations and processes and other activities. In addition, we own a number of trademarks and service marks applicable to certain of our products and services. We believe that intellectual property, including patents, patent applications and licenses, trade secrets and trademarks are of material importance to our business. We rely on patent, copyright, trademark, trade secret and other intellectual property laws, as well as nondisclosure and confidentiality agreements and other methods, to protect our proprietary technologies, devices, algorithms and processes. In addition to protecting our proprietary technologies and processes, we strive to strengthen our intellectual property portfolio to enhance our ability to obtain cross-licenses of intellectual property from others, to obtain access to intellectual property we do not possess and to more favorably resolve potential intellectual property claims against us. We believe that our technological position depends primarily on our ability to develop new innovative products through the technical competence of our engineering personnel.

COMPETITIVE CONDITIONS

We compete on the basis of time-to-market; new product innovation: overall product quality and performance; price; compliance with industry standards; strategic relationships with customers: and protection of our intellectual property. Certain competitors may be able to adapt more quickly than we can to new or emerging technologies and changes in customer requirements, or may be able to devote greater resources to the development, promotion and sale of their products than we can.

Current and potential competitors also have established or may establish financial or strategic relationships among themselves or with our customers, resellers or other third parties. These relationships may affect our customers' purchasing decisions. Accordingly, it is possible that new competitors or alliances among competitors could emerge and rapidly acquire significant market share. We cannot provide assurances that we will be able to compete successfully against current and potential competitors.

RESEARCH AND DEVELOPMENT

Our products and markets are subject to continued technological advances. Recognizing the importance of such technological advances, we maintain a high level of research and development activities. We maintain close collaborative relationships with many of our customers to help identify market demands and target our development efforts to meet those demands. Our design centers are strategically located around the world to be in close proximity to our customers and to take advantage of key technical and engineering talent worldwide. We are focusing our development efforts on new products, design tools and manufacturing processes using our core technologies.

Our research and development expenditures for fiscal 2002, 2001 and 2000 were $132.6 million, $111.1 million and $91.6 million, respectively.

RAW MATERIALS

Raw materials for our products and manufacturing processes are generally available from several sources. It is our policy not to depend on a sole source of supply. However, there are limited situations where we procure certain components and services for our products from single or limited sources. We purchase materials and services against long-term agreements or on individual purchase orders. We do not carry significant inventories and do not have any additional long-term supply contracts with our suppliers. We believe we have adequate sources for the supply of raw materials and components for our manufacturing needs with suppliers located around the world. Raw wafers and other raw materials used in the production of our CMOS products are available from several suppliers.

Under a supply agreement entered into with Conexant in connection with the Merger, we will receive wafer fabrication, wafer probe and certain other services from Jazz Semiconductor, Inc., a Newport Beach, California foundry joint venture between Conexant and The Carlyle Group. Pursuant to our supply agreement with Conexant, we are initially obligated to obtain certain minimum volume levels from Jazz Semiconductor based on a contractual agreement between Conexant and Jazz Semiconductor. Our expected minimum purchase obligations under this supply agreement are anticipated to be approximately $64 million, $39 million and $13 million in fiscal 2003, 2004 and 2005. We estimate that our minimum purchase obligation under this agreement will result in excess costs of approximately $5.1 million and we have recorded this liability and charged cost of sales in fiscal 2002.

BACKLOG

Our sales are made primarily pursuant to standard purchase orders for delivery of products, with such purchase orders officially acknowledged by us according to our own terms and conditions. Due to industry practice, which allows customers to cancel orders with limited advance notice to us prior to shipment, we believe that backlog as of any particular date is not a reliable indicator of our future revenue levels.

ENVIRONMENTAL REGULATIONS

Federal, state and local requirements relating to the discharge of substances into the environment, the disposal of hazardous wastes, and other activities affecting the environment have had, and will continue to have, an impact on our manufacturing operations. Thus far, compliance with environmental requirements and resolution of environmental claims have been accomplished without material effect on our liquidity and capital resources, competitive position or financial condition.

We believe that our expenditures for environmental capital investment and remediation necessary to comply with present regulations governing environmental protection and other expenditures for the resolution of environmental claims will not have a material adverse effect on our liquidity and capital resources, competitive position or financial condition. We cannot assess the possible effect of compliance with future requirements.

CYCLICALITY; SEASONALITY

The semiconductor industry is highly cyclical and is characterized by constant and rapid technological change. Product obsolescence, price erosion, evolving technical standards, and shortened product life cycles may contribute to wide fluctuations in product supply and demand. These and other factors, together with changes in general economic conditions, may cause significant upturns and downturns in the industry, and in our business. Periods of industry downturns -- as we experienced in fiscal 2001 -- have been characterized by diminished product demand, production overcapacity, excess inventory levels and accelerated erosion of average selling prices. These factors may cause substantial fluctuations in our revenues and our operational performance. We have experienced these cyclical fluctuations in our business in the past and may experience cyclical fluctuations in the future.

Sales of our products are subject to seasonal fluctuation and periods of increased demand in end-user consumer applications, such as mobile handsets. This generally occurs in the last calendar quarter ending in December. Sales of semiconductor products and system solutions used in these products generally increase just prior to this quarter and continue at a higher level through the end of the calendar year.

GEOGRAPHIC INFORMATION

Net revenues from customers other than Conexant by geographic area are presented based upon the country of destination. Net revenues from customers other than Conexant by geographic area are as follows (in thousands):

	YEARS ENDED SEPTEMBER 30,		
	2002	2001	2000
United States	$ 32,760	$ 18,999	$ 32,726
Other Americas	4,615	5,455	8,146
Total Americas	37,375	24,454	40,872
South Korea	237,681	142,459	167,269
Other Asia-Pacific	114,974	23,898	46,255
Total Asia-Pacific	352,655	166,357	213,524
Europe, Middle East and Africa	28,314	24,691	58,587
	$418,344	$215,502	$312,983

Although we sell the vast majority of our products into the Asia-Pacific region, end products that our customers develop may ultimately be shipped worldwide. For example, if we sell a power amplifier module to a customer in South Korea, we record the sale within the South Korea account although that customer, in turn, may integrate that module into a product sold to a service provider (its customer) in Africa, China, Europe, the Middle East, the Americas or within South Korea. Accordingly, our revenues by geography do not correlate to end handset demand by region.

Long-lived assets principally consist of property, plant and equipment, goodwill and intangible assets. Long-lived assets by geographic area are as follows (in thousands):

	SEPTEMBER 30,	
	2002	2001
Assets		
United States	$1,063,163	$ 44,539
Mexico	52,730	126,730
Canada	387	58,373
Other	3,236	1,285
	$1,119,516	$ 230,927

EMPLOYEES

As of September 27, 2002, the Company employed approximately 4,000 persons. Approximately 1,100 employees in Mexico are covered by collective bargaining agreements. Management believes that its current relations with employees are good.

We believe our future success will depend in large part upon our continued ability to attract, motivate, develop and retain highly skilled and dedicated employees.

ITEM 2 PROPERTIES

We own and lease manufacturing facilities and other real estate properties in the United States and a number of foreign countries. We own and lease approximately 865,000 square feet and 316,000 square feet of office and manufacturing space, respectively. In addition, we lease approximately 142,000 square feet of sales office and design center space with approximately 43% of this space located in foreign countries. We are headquartered in Woburn, Massachusetts and have executive offices in Irvine, California. The following table sets forth our principal facilities measuring 50,000 square feet or more:

LOCATION	OWNED/LEASED	FUNCTION
Mexicali, Mexico	Owned	Assembly and test facility
Irvine, California	Leased	Office space
Woburn, Massachusetts	Owned	Corporate headquarters, manufacturing
Haverhill, Massachusetts	Owned	Design engineering, manufacturing, assembly and testing, office space
Newport Beach, California	Leased	Office space
Newbury Park, California	Leased	Office space, manufacturing
Newbury Park, California	Owned	Manufacturing
Adamstown, Maryland	Owned	Manufacture electrical ceramic product components, occupied by subsidiary

During the first quarter of fiscal 2003, we relocated our Haverhill, Massachusetts operations to our Woburn, Massachusetts facility. Our facility in Haverhill is currently on the market for sale. We also moved our operations from our Newport Beach facilities to Irvine, California during the first quarter of fiscal 2003. Both of these actions are part of our consolidation effort to minimize costs. Based on this information, we believe that the above facilities are in good repair, meet our existing needs adequately and operate at reasonable levels of capacity.

Certain of our facilities, including our California and Mexicali, Mexico facilities, are located near major earthquake fault lines. We maintain no earthquake insurance with respect to these facilities.

ITEM 3 LEGAL PROCEEDINGS

From time to time various lawsuits, claims and proceedings have been, and may in the future be, instituted or asserted against Skyworks, including those pertaining to patent infringement, intellectual property, environmental, product liability, safety and health, employment and contractual matters. In addition, in connection with the Merger, Skyworks has assumed responsibility for all then current and future litigation (including environmental and intellectual property proceedings) against Conexant or its subsidiaries in respect of the operations of Conexant's wireless business. The outcome of litigation cannot be predicted with certainty and some lawsuits, claims or proceedings may be disposed of unfavorably to Skyworks. Intellectual property disputes often have a risk of injunctive relief which, if imposed against Skyworks, could materially and adversely affect the financial condition or results of operations of Skyworks.

Additionally, the semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark and other intellectual property rights to technologies that are important to our business and have demanded and may in the future demand that we license their technology.

On June 8, 2002 Skyworks Technologies, Inc. ("STI"), filed a complaint in the United States District Court, in the Central District of California, Southern Division, alleging trademark infringement, false designation of origin, unfair competition, and false advertising by the Company. Without a material impact to the financial statements, the Company reached an agreement on this matter with STI, which includes a release of all pending claims and an arrangement for mutual coexistence using the name Skyworks.

ITEM 4 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

There were no matters submitted to a vote of security holders during the quarter ended September 27, 2002.

PART II

ITEM 5 MARKET FOR THE REGISTRANT'S COMMON STOCK AND RELATED STOCKHOLDER MATTERS

Our common stock is traded on the Nasdaq National Market under the symbol SWKS. The following table sets forth the range of high and low sale prices for our common stock for the periods indicated. The merger of the wireless business of Conexant with Alpha and the acquisition of the Mexicali Operations ("Washington/Mexicali") was completed on June 25, 2002. Market

price range information for periods on and after June 26, 2002 reflects sale prices for the common stock of the combined company, and market price range information for all periods on and prior to June 25, 2002 reflects prices for the common stock of Alpha on the Nasdaq National Market under the symbol AHAA. Washington/Mexicali was not publicly traded prior to the Merger. The number of stockholders of record of Skyworks as of December 4, 2002 was approximately 48,381.

Neither Skyworks nor its corporate predecessor, Alpha, have paid cash dividends on common stock since an Alpha dividend made in fiscal 1986, and Skyworks does not anticipate paying cash dividends in the foreseeable future. Our expectation is to retain all of our earnings to finance future growth.

	HIGH	LOW
FISCAL YEAR ENDED SEPTEMBER 27, 2002:		
First quarter	$30.05	$16.55
Second quarter	22.92	15.25
Third quarter, until June 25, 2002	16.97	5.56
Third quarter, on and after June 26, 2002	5.70	4.99
Fourth quarter	5.90	2.90
FISCAL YEAR ENDED SEPTEMBER 28, 2001:		
First quarter	$54.00	$24.75
Second quarter	35.94	13.94
Third quarter	29.70	13.56
Fourth quarter	40.36	18.72

ITEM 6 SELECTED FINANCIAL DATA

You should read the data set forth below in conjunction with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes appearing elsewhere in this Annual Report on Form 10-K. The Company's fiscal year ends on the Friday closest to September 30. Fiscal years 2002, 2001 and 2000 each comprised 52 weeks and ended on September 27, September 28 and September 29, respectively. For convenience, the consolidated financial statements have been shown as ending on the last day of the calendar month. The selected consolidated financial data set forth below as of September 30, 2002 and 2001 and for the fiscal years 2002, 2001 and 2000 have been derived from our audited consolidated financial statements and are included elsewhere in this Annual Report on Form 10-K. The selected combined financial data set forth below as of September 30, 2000, 1999 and 1998 and for the fiscal years 1999 and 1998 have been derived from our combined financial statements that are not included in this Annual Report on Form 10-K.

Because the Merger was accounted for as a reverse acquisition, a purchase of Alpha by Washington/Mexicali, the historical financial statements of Washington/Mexicali became the historical financial statements of Skyworks after the Merger. The historical information provided below does not include the historical financial results of Alpha for periods prior to June 25, 2002, the date the Merger was consummated. The historical financial information may not be indicative of the Company's future performance and does not reflect what the results of operations and financial position prior to the Merger would have been had Washington/Mexicali operated independently of Conexant during the periods presented prior to the Merger or had the results of Alpha been combined with those of Washington/Mexicali during the periods presented prior to the Merger.

(IN THOUSANDS)	FISCAL YEAR 2002(1)	2001	2000	1999	1998
STATEMENT OF OPERATIONS DATA:					
Net revenues:					
Third parties	$ 418,344	$ 215,502	$ 312,983	$ 176,015	$ 79,066
Conexant	39,425	44,949	65,433	40,400	33,205
Total net revenues	457,769	260,451	378,416	216,415	112,271
Cost of goods sold (2):					
Third parties	294,149	268,749	207,450	96,699	44,503
Conexant	37,459	42,754	62,720	37,840	33,350
Total cost of goods sold	331,608	311,503	270,170	134,539	77,853
Gross margin	126,161	(51,052)	108,246	81,876	34,418
Operating expenses:					
Research and development	132,603	111,053	91,616	66,457	56,748
Selling, general and administrative	50,178	51,267	52,422	27,202	21,211
Amortization of intangible assets (4)	12,929	15,267	5,327	--	--
Purchased in process research and development (5)	65,500	--	24,362	--	--
Special charges (3)	116,321	88,876	--	1,432	220
Total operating expenses	377,531	266,463	173,727	95,091	78,179
Operating loss	(251,370)	(317,515)	(65,481)	(13,215)	(43,761)
Interest expense	(4,227)	--	--	--	--
Other income (expense), net	(56)	210	142	(54)	1,559
Loss before income taxes	(255,653)	(317,305)	(65,339)	(13,269)	(42,202)
Provision (benefit) for income taxes	(19,589)	1,619	1,140	1,646	1,082
Net loss	$ (236,064)	$ (318,924)	$ (66,479)	$ (14,915)	$ (43,284)
BALANCE SHEET DATA:					
Working capital	$ 79,769	$ 60,540	$ 135,649	$ 55,374	$ 17,831
Total assets	1,346,912	314,287	501,553	291,909	203,313
Long-term liabilities	184,309	3,806	3,767	3,335	2,063
Shareholders' equity	1,014,976	287,661	466,416	275,568	187,196

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(1) The Merger was completed on June 25, 2002. Financial statements for periods prior to June 26, 2002 represent Washington/Mexicali's combined results and financial condition. Financial statements for periods after June 26, 2002 represent the consolidated results and financial condition of Skyworks, the combined company.

(2) In fiscal 2001, the Company recorded $58.7 million of inventory write-downs.

(3) In fiscal 2002, the Company recorded special charges of $116.3 million, principally related to the impairment of the assembly and test machinery and equipment and the related facility in Mexicali, Mexico, and the write-off of goodwill and other intangible assets related to the fiscal 2000 acquisition of Philsar Semiconductor Inc. In fiscal 2001, the Company recorded special charges of $88.9 million, principally related to the impairment of certain wafer fabrication assets and restructuring activities.

(4) In fiscal 2000, Philsar Semiconductor Inc. was acquired and as a result of the acquisition, during fiscal 2002, 2001 and 2000, the Company recorded $12.9 million, $15.3 million and $5.3 million, respectively, in amortization of goodwill and other acquisition-related intangible assets.

(5) In fiscal 2002 and fiscal 2000 the Company recorded purchased in-process research and development charges of $65.5 million and $24.4 million, respectively, related to the Merger and the acquisition of Philsar Semiconductor Inc., respectively.

ITEM 7

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

OVERVIEW

On December 16, 2001, Alpha, Conexant and Washington Sub, Inc. ("Washington"), a wholly owned subsidiary of Conexant, entered into a definitive agreement providing for the combination of Conexant's wireless business with Alpha. Under the terms of the agreement, Conexant would spin off its wireless business into Washington, including its gallium arsenide wafer fabrication facility located in Newbury Park, California, but excluding certain assets and liabilities, to be followed immediately by the Merger of this wireless business into Alpha with Alpha as the surviving entity in the Merger. The Merger was completed on June 25, 2002. Following the Merger, Alpha changed its corporate name to Skyworks Solutions, Inc.

Immediately following completion of the Merger, the Company purchased the Mexicali Operations for $150 million. For financial accounting purposes, the sale of the Mexicali Operations by Conexant to Skyworks was treated as if Conexant had contributed the Mexicali Operations to Washington as part of the spin-off, and the $150 million purchase price was treated as a return of capital to Conexant. Accordingly, our consolidated financial results include the assets, liabilities, operating results and cash flows of the Washington business and the Mexicali Operations for all periods presented, and also include the results of operations of Alpha from June 25, 2002, the date of acquisition. The Washington business and the Mexicali Operations are collectively referred to as Washington/Mexicali. References to the "Company" refer to Washington/Mexicali for all periods prior to June 26, 2002 and to the combined company following the Merger.

The Merger was accounted for as a reverse acquisition whereby Washington was treated as the acquirer and Alpha as the acquiree, primarily because Conexant shareholders owned a majority, approximately 67 percent, of the Company upon completion of the Merger. Under a reverse acquisition, the purchase price of Alpha was based upon the fair market value of Alpha common stock for a reasonable period of time before and after the announcement date of the Merger and the fair value of Alpha stock options. The purchase price of Alpha was allocated to the assets acquired and liabilities assumed by Washington, as the acquiring company for accounting purposes, based upon their estimated fair market value at the acquisition date. Because the Merger was accounted for as a purchase of Alpha, the historical financial statements of Washington/ Mexicali became the historical financial statements of the Company after the Merger. Because the historical financial statements of the Company after the Merger do not include the historical financial results of Alpha for periods prior to June 26, 2002, the financial statements may not be indicative of future results of operations or the historical results that would have resulted if the Merger had occurred at the beginning of a historical financial period.

Skyworks' fiscal year ends on the Friday closest to September 30. Fiscal years 2002, 2001 and 2000 each comprised 52 weeks and ended on September 27, September 28 and September 29, respectively. For convenience, the consolidated financial statements have been shown as ending on the last day of the calendar month. Accordingly, references to September 30, 2002, 2001 and 2000 contained in this discussion refer to the actual fiscal year-end of the Company.

Skyworks is a leading wireless semiconductor company focused on providing front-end modules, radio frequency subsystems and complete system solutions to wireless handset and infrastructure customers worldwide. We offer a comprehensive family of components and RF subsystems, and also provide complete antenna-to-microphone semiconductor solutions that support advanced 2.5G and 3G services.

We have entered into various agreements with Conexant providing for the supply of gallium arsenide wafer fabrication and assembly and test services to Conexant, initially at substantially the same volumes as historically obtained by Conexant from Washington/Mexicali. We have also entered into agreements with Conexant providing for the supply to us of transition services by Conexant and silicon-based wafer fabrication services by Jazz Semiconductor, Inc., a Newport Beach, California foundry joint venture between Conexant and The Carlyle Group to which Conexant contributed its Newport Beach wafer fabrication facility. Historically, Washington/Mexicali obtained a portion of its silicon-based semiconductors from the Newport Beach wafer fabrication facility. Pursuant to our supply agreement with Conexant, we are initially obligated to obtain certain minimum volume levels from Jazz Semiconductor based on a contractual agreement between Conexant and Jazz Semiconductor.

The wireless communications semiconductor industry is highly cyclical and is characterized by constant and rapid technological change, rapid product obsolescence and price erosion, evolving standards, short product life cycles and wide fluctuations in product supply and demand. Our operating results have been, and our operating results may continue to be, negatively affected by substantial quarterly and annual fluctuations and market downturns due to a number of factors, such as changes in demand for end-user equipment, the timing of the receipt, reduction or cancellation of significant customer orders, the gain or loss of significant customers, market acceptance of our products and our customers' products, our ability to develop, introduce and market new products and technologies on a timely basis, availability and cost of products from suppliers, new product and technology introductions by competitors, changes in the mix of products produced and sold, intellectual property disputes, the timing and extent of product development costs and general economic conditions. In the past, average selling prices of established products have generally declined over time and this trend is expected to continue in the future.

CRITICAL ACCOUNTING POLICIES

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Among the significant estimates affecting our consolidated financial statements are those relating to allowances for doubtful accounts, inventories, long-lived assets, income taxes, warranties, restructuring costs and other contingencies. We regularly evaluate our estimates and assumptions based upon historical experience and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. To the extent actual results differ from those estimates, our future results operations may be affected. We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition -- Revenues from product sales are recognized upon shipment and transfer of title, in accordance with the shipping terms specified in the arrangement with the customer. Revenue recognition is deferred in all instances where the earnings process is incomplete. Certain product sales are made to electronic component distributors under agreements allowing for price protection and/or a right of return on unsold products. A reserve for sales returns and allowances for non-distributor customers is recorded based on historical experience or specific identification of an event necessitating a reserve. Development revenue is recognized when services are performed and has not been significant for any of the periods presented.

Inventories -- We assess the recoverability of inventories through an on-going review of inventory levels in relation to sales backlog and forecasts, product marketing plans and product life cycles. When the inventory on hand exceeds the foreseeable demand, we write down the value of those excess inventories. We sell our products to communications equipment OEMs that have designed our products into equipment such as cellular handsets. These design wins are gained through a lengthy sales cycle, which includes providing technical support to the OEM customer. Moreover, once a customer has designed a particular supplier's components into a cellular handset, substituting another supplier's components requires substantial design changes which involve significant cost, time, effort and risk. In the event of the loss of business from existing OEM customers, we may be unable to secure new customers for our existing products without first achieving new design wins. Consequently, when the quantities of inventory on hand exceed forecasted demand from existing OEM customers into whose products our products have been designed, we generally will be unable to sell our excess inventories to others, and the net realizable value of such inventories is generally estimated to be zero. The amount of the write-down is the excess of historical cost over estimated realizable value (generally zero). Once established, these write-downs are considered permanent adjustments to the cost basis of the excess inventory. Demand for our products may fluctuate significantly over time, and actual demand and market conditions may be more or less favorable than those projected by management. In the event that actual demand is lower than originally projected, additional inventory write-downs may be required.

Impairment of long-lived assets -- Long-lived assets, including fixed assets,

goodwill and intangible assets, are continually monitored and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of any such asset may not be recoverable. The determination of recoverability is based on an estimate of undiscounted cash flows expected to result from the use of an asset and its eventual disposition. The estimate of cash flows is based upon, among other

things, certain assumptions about expected future operating performance. Our estimates of undiscounted cash flows may differ from actual cash flows due to, among other things, technological changes, economic conditions, changes to our business model or changes in our operating performance. If the sum of the undiscounted cash flows (excluding interest) is less than the carrying value, we recognize an impairment loss, measured as the amount by which the carrying value exceeds the fair value of the asset. Fair value is determined using discounted cash flows.

Deferred income taxes -- We have provided a valuation allowance related to our substantial United States deferred tax assets. If sufficient evidence of our ability to generate sufficient future taxable income in certain tax jurisdictions becomes apparent, we may be required to reduce our valuation allowance, which may result in income tax benefits in our statement of operations. Reduction of a portion of the valuation allowance may be applied to reduce the carrying value of goodwill. The portion of the valuation allowance for deferred tax assets for which subsequently recognized tax benefits may be applied to reduce goodwill related to the purchase consideration of the Merger is approximately $24 million. We evaluate the realizability of the deferred tax assets and assess the need for a valuation allowance quarterly. In fiscal 2002, the Company recorded a tax benefit of approximately $23 million related to the impairment of our Mexicali assets. A valuation allowance has not been established because the Company believes that the related deferred tax asset will be recovered during the carry forward period.

Warranties -- Reserves for estimated product warranty costs are provided at the time revenue is recognized. Although we engage in extensive product quality programs and processes, our warranty obligation is affected by product failure rates and costs incurred to rework or replace defective products. Should actual product failure rates or costs differ from estimates, additional warranty reserves could be required, which could reduce our gross margins.

Allowance for doubtful accounts -- We maintain allowances for doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. If the financial condition of our customers were to deteriorate, our actual losses may exceed our estimates, and additional allowances would be required.

RESULTS OF OPERATIONS

GENERAL

In fiscal 2002, our revenues from product sales to third parties increased approximately 94% from fiscal 2001, as a result of renewed demand for our wireless product portfolio. The increased demand is partially due to reduction in the level of excess channel inventories that had adversely affected the digital cellular handset markets during fiscal 2001. Revenues attributable to Alpha, post Merger, included in fiscal 2002 were approximately $36 million. During 2002 the Company consolidated facilities, reduced its work force and continued to implement cost saving initiatives. In addition, increased revenues and improved utilization of our manufacturing facilities contributed to an improvement in operating results in fiscal 2002. Cost of goods sold for fiscal 2002 was adversely affected by a charge of $5.1 million in connection with expected losses for certain wafer fabrication commitments made under a supply agreement with Conexant whereby we are initially obligated to obtain certain minimum volume levels from Jazz Semiconductor, Inc. Cost of goods sold for fiscal 2002 also reflects approximately $3.1 million of additional costs related to the Merger.

During fiscal 2001, we -- like many of our customers and competitors -- were adversely impacted by a broad slowdown affecting the wireless communications sector, including most of the end-markets for our products. Our net revenues for fiscal 2001 reflected deterioration in the digital cellular handset market resulting from excess channel inventories due to a slowdown in demand for mobile phones and a slower transition to next-generation phones. The effect of weakened end-customer demand was compounded by higher than normal levels of component inventories among manufacturer, subcontractor and distributor customers. The overall slowdown in the wireless communications markets also affected our gross margins and operating income. Cost of goods sold for fiscal 2001 was adversely affected by the significant underutilization of manufacturing capacity. Cost of goods sold for fiscal 2001 also reflects $58.7 million of inventory write-downs across our product portfolio resulting from the sharply reduced end-customer demand for digital cellular handsets.

EXPENSE REDUCTION AND RESTRUCTURING INITIATIVES

During fiscal 2002, the Company reduced its workforce through involuntary severance programs and recorded restructuring charges of approximately $3.0 million for costs related to the workforce reduction and the consolidation of certain facilities. The charges were based upon estimates of the cost of severance benefits for affected employees and lease cancellation, facility sales, and other costs related to the consolidation of facilities. Substantially all amounts accrued for these actions are expected to be paid within one year.

In fiscal 2001, we implemented a number of expense reduction and restructuring initiatives to more closely align our cost structure with the then-current business environment. The cost reduction initiatives included workforce reductions, temporary shutdowns of manufacturing facilities and significant reductions in capital spending.

Through involuntary severance programs and attrition, we reduced our workforce in fiscal 2001 by approximately 250 employees (principally in our manufacturing operations). In addition, we periodically idled our Newbury Park, California wafer fabrication facility and, for a portion of fiscal 2001, implemented a reduced workweek at our Mexicali facility.

We recorded restructuring charges of $2.7 million in fiscal 2001 related to the workforce reductions completed through September 30, 2001. The restructuring initiatives and other expense reduction actions resulted in a quarterly reduction of operating expenses of approximately $4.8 million for the fourth quarter of fiscal 2001 as compared with the second quarter of fiscal 2001.

ASSET IMPAIRMENTS

During the third quarter of fiscal 2002, the Company recorded a $66.0 million charge for the impairment of the assembly and test machinery and equipment and related facility in Mexicali, Mexico. The impairment charge was based on a recoverability analysis prepared by management as a result of a significant downturn in the market for test and assembly services for non-wireless products and the related impact on our current and projected outlook.

The Company experienced a severe decline in factory utilization at its Mexicali facility for non-wireless products and projected decreasing revenues and new order volume. Management believed these factors indicated that the carrying value of the assembly and test machinery and equipment and related facility may have been impaired and that an impairment analysis should be performed. In performing the analysis for recoverability, management estimated the future cash flows expected to result from the manufacturing activities at the Mexicali facility over a ten-year period. The estimated future cash flows were based on a gradual phase-out of services sold to Conexant and modest volume increases consistent with management's view of the outlook for the business, partially offset by declining average selling prices. The declines in average selling prices were consistent with historical trends and management's decision to reduce capital expenditures for future capacity expansion. Since the estimated undiscounted cash flows were less than the carrying value (approximately $100 million based on historical cost) of the related assets, it was concluded that an impairment loss should be recognized. The impairment charge was determined by comparing the estimated fair value of the related assets to their carrying value. The fair value of the assets was determined by computing the present value of the estimated future cash flows using a discount rate of 24%, which management believed was commensurate with the underlying risks associated with the projected future cash flows. We believe the assumptions used in the discounted cash flow model represented a reasonable estimate of the fair value of the assets. The write down established a new cost basis for the impaired assets.

During the third quarter of fiscal 2002, the Company recorded a $45.8 million charge for the write-off of goodwill and other intangible assets associated with our May 2000 acquisition of Philsar Semiconductor Inc. ("Philsar"). Philsar was a developer

of radio frequency semiconductor solutions for personal wireless connectivity, including emerging standards such as Bluetooth, and radio frequency components for third-generation (3G) digital cellular handsets. Management determined that the Company would not support the technology associated with the Philsar Bluetooth business. Accordingly, this product line has been discontinued and the employees associated with the product line have either been severed or relocated to other operations. As a result of the actions taken, management determined that the remaining goodwill and other intangible assets associated with the Philsar acquisition had been impaired.

Goodwill and intangible assets resulting from the Merger will be tested for impairment following the guidelines established in SFAS 142,which addresses financial accounting and reporting for acquired goodwill and other intangible assets. We will adopt SFAS 142 in the beginning of our 2003 fiscal year, and are required to perform a transitional impairment test for goodwill upon adoption. We may be required to record a substantial transitional impairment charge as a result of adopting SFAS 142. The carrying value of goodwill and intangible assets, subject to the transitional impairment test, is approximately $907.5 million at September 30, 2002.

During the third quarter of fiscal 2001, the Company recorded an $86.2 million charge for the impairment of the manufacturing facility and related wafer fabrication machinery and equipment at the Company's Newbury Park, California facility. This impairment charge was based on a recoverability analysis prepared by management as a result of the dramatic downturn in the market for wireless communications products and the related impact on the then-current and projected business outlook of the Company. Through the third quarter of fiscal 2001, the Company experienced a severe decline in factory utilization at the Newbury Park wafer fabrication facility and decreasing revenues, backlog, and new order volume. Management believed these factors, together with its decision to significantly reduce future capital expenditures for advanced process technologies and capacity beyond the then-current levels, indicated that the value of the Newbury Park facility may have been impaired and that an impairment analysis should be performed. In performing the analysis for recoverability, management estimated the future cash flows expected to result from the manufacturing activities at the Newbury Park facility over a ten-year period. The estimated future cash flows were based on modest volume increases consistent with management's view of the outlook for the industry, partially offset by declining average selling prices. The declines in average selling prices were consistent with historical trends and management's decision to focus on existing products based on the current technology. Since the estimated undiscounted cash flows were less than the carrying value (approximately $106 million based on historical cost) of the related assets, it was concluded that an impairment loss should be recognized. The impairment charge was determined by comparing the estimated fair value of the related assets to their carrying value. The fair value of the assets was determined by computing the present value of the estimated future cash flows using a discount rate of 30%, which management believed was commensurate with the underlying risks associated with the projected cash flows. The Company believes the assumptions used in the discounted cash flow model represented a reasonable estimate of the fair value of the assets. The write-down established a new cost basis for the impaired assets.

YEARS ENDED SEPTEMBER 30, 2002, 2001 AND 2000

The following table sets forth the results of our operations expressed as a percentage of net revenues for the fiscal years below:

	2002	2001	2000
Net revenues	100.0%	100.0%	100.0%
Cost of goods sold	72.4	119.6	71.4
Gross margin	27.6	(19.6)	28.6
Operating expenses:			
Research and development	29.0	42.6	24.2
Selling, general and administrative	11.0	19.7	13.9
Amortization of intangible assets	2.8	5.9	1.4
Purchased in-process research and development	14.3	--	6.4
Special charges	25.4	34.1	--
Total operating expenses	82.5	102.3	45.9
Operating loss	(54.9)	(121.9)	(17.3)
Other income (expense), net	(0.9)	0.1	--
Loss before income taxes	(55.8)	(121.8)	(17.3)
Provision (benefit) for income taxes	(4.3)	0.7	0.3
Net loss	(51.6)%	(122.5)%	(17.6)%

NET REVENUES

(in thousands)	YEARS ENDED SEPTEMBER 30, 2002	CHANGE	2001	CHANGE	2000
Net revenues:					
Third parties .	$ 418,344	94.1%	$ 215,502	(31.1)%	$ 312,983
Conexant	39,425	(12.3)%	44,949	(31.3)%	65,433
	$ 457,769	75.8%	$ 260,451	(31.2)%	$ 378,416

We market and sell our semiconductor products and system solutions to leading OEMs of communication electronics products, third-party original design manufacturers, or ODMs, and contract manufacturers and indirectly through electronic components distributors. Samsung Electronics Co. accounted for 38%, 44% and 28% of net revenues from customers other than Conexant for the fiscal years ended September 30, 2002, 2001 and 2000 respectively. Motorola, Inc. accounted for 12% of net revenues from customers other than Conexant for the fiscal year ended September 30, 2002. Revenues derived from customers other than Conexant located in the Americas region decreased from 11% and 13% in 2001 and 2000, respectively, to 9% in fiscal 2002. Revenues derived from customers other than Conexant located in the Asia-Pacific region increased from 77% and 68% in 2001 and 2000, respectively, to 84% in fiscal 2002. Revenues derived from customers other than Conexant located in the Europe/Middle East/Africa region decreased from 12% and 19% in 2001 and 2000, respectively, to 7% in fiscal 2002. The foregoing percentages are based on sales representing Washington/Mexicali sales for the full fiscal year during 2002, 2001 and 2000 and including sales of Skyworks for the post-Merger period from June 26, 2002 through the end of the fiscal year.

We recognize revenues from product sales directly to our customers and to distributors upon shipment and transfer of title. Provision for sales returns is made at the time of sale based on experience. An insignificant portion of product sales are made to electronic component distributors under agreements allowing for price protection and/or a right of return on unsold products.

Revenues from product sales to customers other than Conexant, which represented 91%, 83% and 83% of total net revenues for the fiscal years 2002, 2001 and 2000, respectively, increased 94% in 2002 principally reflecting increased sales of GSM products, including power amplifier modules and complete cellular systems. We also experienced increased demand for our power amplifier modules for CDMA and TDMA applications from a number of our key customers. Revenues attributable to Alpha, post Merger, included in fiscal 2002 were approximately $36 million. Revenues from product sales to customers other than Conexant decreased 31% when comparing fiscal 2001 to fiscal 2000 principally resulting from the significant decrease in demand throughout the industry during this period.

Revenues from wafer fabrication and semiconductor assembly and test services provided to Conexant represented 9%, 17% and 17% of total revenues for fiscal 2002, 2001 and 2000, respectively. The decrease in 2002 when compared to the prior years is primarily attributable to lower demand for assembly and test services from Conexant's Mindspeed Technologies and broadband access businesses due to the broad slowdown affecting most of the communications electronics end-markets for Conexant's products.

GROSS MARGIN

(in thousands)	YEARS ENDED SEPTEMBER 30, 2002	2001	2000
Gross margin:			
Third parties	$124,195	$(53,247)	$105,533
% of net revenues from third parties	30%	(25)%	34%
Conexant	$ 1,966	$ 2,195	$ 2,713
% of net revenues from Conexant	5%	5%	4%

Gross margin represents net revenues less cost of goods sold. Cost of goods sold consists primarily of purchased materials, labor and overhead (including depreciation) associated with product manufacturing, royalty and other intellectual property

costs, warranties and sustaining engineering expenses pertaining to products sold. Cost of goods sold also includes allocations from Conexant through June 25, 2002 of manufacturing cost variances, process engineering and other manufacturing costs which are not included in our unit costs but are expensed as incurred.

The improvement in gross margin from third party sales for fiscal 2002, compared with fiscal 2001, reflects increased revenues, improved utilization of our manufacturing facilities and a decrease in depreciation expense that resulted from the write-down of the Newbury Park wafer fabrication assets in the third quarter of fiscal 2001 and the Mexicali facility assets in the third quarter of 2002. The effect of the write-down of the Newbury Park wafer fabrication assets and the Mexicali facility assets on fiscal 2002 gross margin was approximately $10.5 million and $5.5 million, respectively. Although recent revenue growth has increased the level of utilization of our manufacturing facilities, these facilities continue to operate below optimal capacity and underutilization continues to adversely affect our unit cost of goods sold and gross margin. Gross margin for fiscal 2002 was also adversely impacted by additional warranty costs of $14.0 million. The additional warranty costs were the result of an agreement with a major customer for the reimbursement of costs the customer incurred in connection with the failure of a product when used in a certain adverse environment. Although we developed and sold the product to the customer pursuant to mutually agreed-upon specifications, the product experienced unusual failures when used in an environment in which the product had not been previously tested. The product has since been modified and no additional costs are expected to be incurred in connection with this issue. In addition, under a wafer fabrication supply agreement with Conexant, we are initially obligated to obtain certain minimum volume levels from Jazz Semiconductor, Inc. based on a contractual agreement between Conexant and Jazz Semiconductor. We originally estimated our obligation under this agreement would result in excess costs of approximately $13.2 million when recorded as a liability and charged to cost of sales in the third quarter of fiscal 2002. During the fourth quarter of fiscal 2002, we reevaluated this obligation and reduced our liability and cost of sales by approximately $8.1 million in the quarter. Gross margin for the year ended September 30, 2002 benefited by approximately $12.5 million as a result of the sale of inventories having a historical cost of $12.5 million that were written down to a zero cost basis during fiscal year 2001; such sales resulted from sharply increased demand beginning in the fourth quarter of fiscal 2001 that was not anticipated at the time of the write-downs. Gross margin for fiscal 2001 was adversely affected by inventory write-downs of approximately $58.7 million, partially offset by approximately $4.5 million of subsequent sales of inventories written down to a zero cost basis.

The inventory write-downs recorded in fiscal 2001 resulted from the sharply reduced end-customer demand we experienced, primarily associated with our radio frequency components, as a result of the rapidly changing demand environment for digital cellular handsets during that period. As a result of these market conditions, we experienced a significant number of order cancellations and a decline in the volume of new orders, beginning in the fiscal 2001 first quarter and becoming more pronounced in the second quarter.

During fiscal 2002, we sold an additional $12.5 million of inventories previously written down to a zero cost basis. As of September 30, 2002, we continued to hold inventories with an original cost of approximately $5.4 million which were previously written down to a zero cost basis. We currently intend to hold these remaining inventories and will sell these inventories if we experience renewed demand for these products. While there can be no assurance that we will be able to do so, if we are able to sell a portion of the inventories that are carried at zero cost basis, our gross margins will be favorably affected. To the extent that we do not experience renewed demand for the remaining inventories, they will be scrapped as they become obsolete. Approximately $1.8 million and $34.5 million of inventories that were carried at zero cost basis were scrapped during fiscal 2002 and 2001, respectively.

Under supply agreements entered into with Conexant in connection with the Merger, we will receive wafer fabrication, wafer probe and certain other services from Jazz Semiconductor's Newport Beach, California foundry, and we will provide wafer fabrication, wafer probe, final test and other services to Conexant at our Newbury Park facility, in each case, for a three-year period after the Merger. We will also provide semiconductor assembly and test services to Conexant at our Mexicali facility.

During the term of one of our supply agreements with Conexant, our unit cost of goods supplied by Jazz Semiconductor Inc.'s Newport Beach foundry will continue to be affected by the level of utilization of the Newport Beach foundry joint venture's wafer fabrication facility and other factors outside our control. Pursuant to the terms of this supply agreement with Conexant, we are committed to obtain a minimum level of service from Jazz Semiconductor, Inc., a Newport Beach, California foundry joint venture between Conexant and The Carlyle Group to which Conexant contributed its Newport Beach wafer fabrication facility. We estimate that our obligation under this agreement will result in excess costs of approximately $5.1 million and we have recorded this liability in the current period. In addition, our costs will be affected by the extent of our use of outside foundries and the pricing we are able to obtain. During periods of high industry demand for wafer fabrication capacity, we may have to pay higher prices to secure wafer fabrication capacity.

RESEARCH AND DEVELOPMENT

	YEARS ENDED SEPTEMBER 30,				
	2002	CHANGE	2001	CHANGE	2000
(in thousands)					
Research and development	$132,603	19%	$111,053	21%	$ 91,616
% of net revenues	29%		43%		24%

Research and development expenses consist principally of direct personnel costs, costs for pre-production evaluation and testing of new devices and design and test tool costs. Research and development expenses also include allocated costs for shared research and development services provided by Conexant through June 25, 2002, principally in the areas of advanced semiconductor process development, design automation and advanced package development, for the benefit of several of Conexant's businesses.

The increase in research and development expenses in fiscal 2002 compared to fiscal 2001 primarily reflects the opening of a new design center in Le Mans, France and higher headcount and personnel-related costs. Subsequent to the first quarter of fiscal 2001, we expanded customer support engagements as well as development efforts targeting semiconductor solutions using the CDMA2000, GSM, General Packet Radio Services, or GPRS, and third-generation, or 3G, wireless standards in both the digital cellular handset and infrastructure markets.

During fiscal 2001, the Company focused its research and development investment principally on wireless communications applications such as next generation power amplifiers, radio frequency subsystems and cellular systems. In particular, the Company has focused a significant amount of research and development resources in developing complete network protocol stacks and user interface software in support of its cellular systems initiative. The increase in research and development expenses for fiscal 2001 primarily reflects higher headcount and personnel-related costs to support the Company's expanded development efforts and the accelerated launch of new products. The higher fiscal 2001 research and development expenses also include costs of approximately $5.6 million resulting from the acquisition of Philsar in fiscal 2000.

Under transition services agreements with Conexant entered into in connection with the Merger, Conexant will continue to perform various research and development services for us at actual cost generally until December 31, 2002, unless the parties otherwise agree. To the extent we use these services subsequent to the expiration of the specified term, the pricing is subject to negotiation.

SELLING, GENERAL AND ADMINISTRATIVE

	YEARS ENDED SEPTEMBER 30,				
	2002	CHANGE	2001	CHANGE	2000
(in thousands)					
Selling, general and administrative	$50,178	(2)%	$51,267	(2)%	$52,422
% of net revenues	11%		20%		14%

Selling, general and administrative expenses include personnel costs, sales representative commissions, advertising and other marketing costs. Selling, general and administrative expenses also include allocated general and administrative expenses from

Conexant through June 25, 2002 for a variety of shared functions, including legal, accounting, treasury, human resources, real estate, information systems, customer service, sales, marketing, field application engineering and other corporate services.

The decrease in selling, general and administrative expenses in fiscal 2002 compared to fiscal 2001 and in fiscal 2001 compared to fiscal 2000 primarily reflects lower headcount and personnel-related costs resulting from the expense reduction and restructuring actions initiated during fiscal 2001 and lower provisions for uncollectible accounts receivable.

Under the transition services agreement, Conexant will continue to perform various services for us at actual cost until December 31, 2002, unless the parties otherwise agree. To the extent we use these services subsequent to the expiration of the specified term, the pricing is subject to negotiation.

AMORTIZATION OF INTANGIBLE ASSETS

	YEARS ENDED SEPTEMBER 30,				
	2002	CHANGE	2001	CHANGE	2000
(in thousands)					
Amortization of intangible assets	$12,929	(15)%	$15,267	nm	$ 5,327
% of net revenues	3%		6%		1%

nm = not meaningful

In 2002, the Company recorded $36.4 million of intangible assets related to the Merger consisting of developed technology, customer relationships and a trademark. These assets are being amortized over their estimated useful lives (principally ten years).

We will adopt SFAS 142 in the beginning of our 2003 fiscal year, and are required to perform a transitional impairment test for goodwill upon adoption. We may be required to record a substantial transitional impairment charge as a result of adopting SFAS 142. The carrying value of goodwill and intangible assets, subject to the transitional impairment test, is approximately $907.5 million at September 30, 2002.

In connection with the fiscal 2000 acquisition of Philsar, we recorded an aggregate of $78.2 million of identified intangible assets and goodwill. These assets have been amortized over their estimated useful lives (principally five years). During the third quarter of fiscal 2002, the Company recorded a $45.8 million charge for the write-off of goodwill and other intangible assets associated with our acquisition of the Philsar Bluetooth business. Management has determined that the Company will not support the technology associated with the Philsar Bluetooth business. Accordingly, this product line has been discontinued and the employees associated with the product line have either been severed or relocated to other operations. As a result of the actions taken, management determined that the remaining goodwill and other intangible assets associated with the Philsar acquisition had been impaired. The Philsar write-off resulted in a decrease in amortization expense in fiscal 2002.

The increase in amortization of intangible assets in fiscal 2001 compared to fiscal 2000 is the result of the Philsar acquisition in 2000 and the associated amortization of the recorded goodwill and intangible assets that were related to this transaction.

PURCHASED IN-PROCESS RESEARCH AND DEVELOPMENT

In connection with the Merger in the third quarter of fiscal 2002, $65.5 million was allocated to purchased in-process research and development and expensed immediately upon completion of the acquisition (as a charge not deductible for tax purposes) because the technological feasibility of certain products under development had not been established and no future alternative uses existed.

Prior to the Merger, Alpha was in the process of developing new technologies in its semiconductor and ceramics segments. The objective of the in-process research and development effort was to develop new semiconductor processes, ceramic materials and related products to satisfy customer requirements in the wireless and broadband markets. The following table summarizes the significant assumptions underlying the valuations of the Alpha in-process research and development (IPR&D) at the time of acquisition.

(in millions)	Date Acquired	IPRD	Estimated costs to complete projects	Discount rate applied to IPRD
Alpha	June 25, 2002	$65.5	$10.3	30%

The semiconductor segment was involved in several projects that have been aggregated into the following categories based on the respective technologies:

Power Amplifier

Power amplifiers are designed and manufactured for use in different types of wireless handsets. The main performance attributes of these amplifiers are efficiency, power output, operating voltage and distortion. Current research and development is focused on expanding the offering to all types of wireless standards, improving performance by process and circuit improvements and offering a higher level of integration.

Control Products

Control products consist of switches and switch filters that are used in wireless applications for signal routing. Most applications are in the handset market enabling multi-mode, multi-band handsets. Current research and development is focused on performance improvement and cost reduction by reducing chip size and increasing functionality.

Broadband

The products in this grouping consist of radio frequency (RF) and millimeter wave semiconductors and components designed and manufactured specifically to address the needs of high-speed, wireline and wireless network access. Current and long-term research and development is focused on performance enhancement of speed and bandwidth as well as cost reduction and integration.

Silicon Diode

These products use silicon processes to fabricate diodes for use in a variety of RF and wireless applications. Current research and development is focused on reducing the size of the device, improving performance and reducing cost.

Ceramics

The ceramics segment was involved in projects that relate to the design and manufacture of ceramic-based components such as resonators and filters for the wireless infrastructure market. Current research and development is focused on performance enhancements through improved formulations and electronic designs.

The material risks associated with the successful completion of the in-process technology are associated with the Company's ability to successfully finish the creation of viable prototypes and successful design of the chips, masks and manufacturing processes required. The Company expects to benefit from the in-process projects as the individual products that contain the in-process technology are put into production and sold to end-users. The release dates for each of the products within the product families are varied. The fair value of the in-process research and development was determined using the income approach. Under the income approach, the fair value reflects the present value of the projected cash flows that are expected to be generated by the products incorporating the in-process research and development, if successful.

The projected cash flows were discounted to approximate fair value. The discount rate applicable to the cash flows of each project reflects the stage of completion and other risks inherent in each project. The weighted average discount rate used in the valuation of in-process research and development was 30 percent. The IPR&D projects were expected to commence generating cash flows in fiscal 2003.

Special Charges

Asset Impairments

During the third quarter of fiscal 2002, the Company recorded a $66.0 million charge for the impairment of the assembly and test machinery and equipment and related facility in Mexicali, Mexico. The impairment charge was based on a recoverability analysis prepared by management as a result of a significant downturn in the market for test and assembly services for non-wireless products and the related impact on the Company's current and projected outlook.

The Company has experienced a severe decline in factory utilization at its Mexicali facility for non-wireless products and projected decreasing revenues and new order volume. Management believes these factors indicated that the carrying value of the assembly and test machinery and equipment and related facility may have been impaired and that an impairment analysis should be performed. In performing the analysis for recoverability, management estimated the future cash flows expected to result from the manufacturing activities at the Mexicali facility over a ten-year period. The estimated future cash flows were based on a gradual phase-out of services sold to Conexant and modest volume increases consistent with management's view of the outlook for the business,

partially offset by declining average selling prices. The declines in average selling prices are consistent with historical trends and management's decision to reduce capital expenditures for future capacity expansion. Since the estimated undiscounted cash flows were less than the carrying value (approximately $100 million based on historical cost) of the related assets, it was concluded that an impairment loss should be recognized. The impairment charge was determined by comparing the estimated fair value of the related assets to their carrying value. The fair value of the assets was determined by computing the present value of the estimated future cash flows using a discount rate of 24%, which management believed was commensurate with the underlying risks associated with the projected future cash flows. The Company believes the assumptions used in the discounted cash flow model represented a reasonable estimate of the fair value of the assets. The write down established a new cost basis for the impaired assets.

During the third quarter of fiscal 2002, the Company recorded a $45.8 million charge for the write-off of goodwill and other intangible assets associated with our fiscal 2000 acquisition of the Philsar Bluetooth business. Management has determined that the Company will not support the technology associated with the Philsar Bluetooth business. Accordingly, this product line will be discontinued and the employees associated with the product line have either been severed or relocated to other operations. As a result of the actions taken, management determined that the remaining goodwill and other intangible assets associated with the Philsar acquisition had been impaired.

During the third quarter of fiscal 2001, the Company recorded an $86.2 million charge for the impairment of the manufacturing facility and related wafer fabrication machinery and equipment at the Company's Newbury Park, California facility. This impairment charge was based on a recoverability analysis prepared by management as a result of the dramatic downturn in the market for wireless communications products and the related impact on the then-current and projected business outlook of the Company. Through the third quarter of fiscal 2001, the Company experienced a severe decline in factory utilization at the Newbury Park wafer fabrication facility and decreasing revenues, backlog, and new order volume. Management believed these factors, together with its decision to significantly reduce future capital expenditures for advanced process technologies and capacity beyond the then-current levels, indicated that the value of the Newbury Park facility may have been impaired and that an impairment analysis should be performed. In performing the analysis for recoverability, management estimated the future cash flows expected to result from the manufacturing activities at the Newbury Park facility over a ten-year period. The estimated future cash flows were based on modest volume increases consistent with management's view of the outlook for the industry, partially offset by declining average selling prices. The declines in average selling prices are consistent with historical trends and management's decision to focus on existing products based on the current technology. Since the estimated undiscounted cash flows were less than the carrying value (approximately $106 million based on historical cost) of the related assets, it was concluded that an impairment loss should be recognized. The impairment charge was determined by comparing the estimated fair value of the related assets to their carrying value. The fair value of the assets was determined by computing the present value of the estimated future cash flows using a discount rate of 30%, which management believed was commensurate with the underlying risks associated with the projected cash flows. The Company believes the assumptions used in the discounted cash flow model represented a reasonable estimate of the fair value of the assets. The write-down established a new cost basis for the impaired assets.

Restructuring Charges

During fiscal 2002, the Company reduced its workforce through involuntary severance programs and recorded restructuring charges of approximately $3.0 million for costs related to the workforce reduction and the consolidation of certain facilities. The charges were based upon estimates of the cost of severance benefits for affected employees and lease cancellation, facility sales, and other costs related to the consolidation of facilities. Substantially all amounts accrued for these actions are expected to be paid within one year.

During fiscal 2001, Washington/Mexicali reduced its workforce by approximately 250 employees, including approximately 230 employees in manufacturing operations. Restructuring charges of $2.7 million were recorded for such actions and were based upon estimates of the cost of severance benefits for the affected employees. Substantially all amounts accrued for these actions are expected to be paid within one year.

Activity and liability balances related to the fiscal 2001 and fiscal 2002 restructuring actions are as follows (in thousands):

	Fiscal 2001 actions	Fiscal 2002 workforce reductions	Fiscal 2002 facility closings and other	Total
Charged to costs and expenses	$ 2,667			
Cash payments	(1,943)			
Restructuring balance, September 30, 2001	724	$ --	$ --	$ 724
Charged to costs and expenses	65	2,923	97	3,085
Cash payments	(789)	(2,225)	(13)	(3,027)
Restructuring balance, September 30, 2002	$ --	$ 698	$ 84	$ 782

In addition, the Company assumed approximately $7.8 million of restructuring reserves from Alpha in connection with the Merger. On September 27, 2002 this balance was $6.7 million and substantially all amounts accrued are expected to be paid within one year.

OTHER INCOME (EXPENSE), NET

Other income (expense), net is comprised primarily of interest expense, interest income on invested cash balances, gains/losses on the sale of assets, foreign exchange gains/losses and other non-operating income and expense items. The decrease to $4.3 million of other expense, net in fiscal 2002 from $0.2 million of other income, net in fiscal 2001 is principally the result of

approximately $4.1 million of additional interest expense related to the short-term note to Conexant for the Mexicali facility purchase.

PROVISION FOR INCOME TAXES

The net operating loss carryforwards and other tax benefits relating to the historical operations of Washington/Mexicali were retained by Conexant in the spin-off transaction, and will not be available to be utilized in our future separate tax returns. As a result of our history of operating losses and the expectation of future operating results, we determined that it is more likely than not that historic and current year income tax benefits will not be realized except for certain future deductions associated with Mexicali in the post-spin-off period. Consequently, no United States income tax benefit has been recognized relating to the U.S. operating losses. As of September 30, 2002, we have established a valuation allowance against all of our net U.S. deferred tax assets. Deferred tax assets have been recognized for foreign operations when management believes they will be recovered during the carry forward period.

The provision (benefit) for income taxes for fiscal 2002, 2001 and 2000 consists of foreign income taxes incurred by foreign operations. We do not expect to recognize any income tax benefits relating to future operating losses generated in the United States until management determines that such benefits are more likely than not to be realized. In 2002, the Company recorded a tax benefit of approximately $23 million related to the impairment of our Mexicali assets.

LIQUIDITY AND CAPITAL RESOURCES

Cash and cash equivalents at September 30, 2002, 2001 and 2000 totaled $53.4 million, $2.0 million and $4.2 million, respectively. Working capital at September 30, 2002 was approximately $79.8 million compared to $60.5 million at September 30, 2001. Annualized inventory turns were approximately 6.9 for the fourth quarter of fiscal 2002. Additionally, days sales outstanding included in accounts receivable for the fourth quarter of fiscal 2002 was approximately 57 days.

Cash used in operating activities was $99.1 million for fiscal 2002, reflecting a net loss of $236.1 million, offset by non-cash charges (depreciation and amortization, asset impairments and an in-process research and development charge) of $216.6 million and a net increase in the non-cash components of working capital of approximately $79.6 million. During 2002 the Company consolidated facilities, reduced its work force and continued to implement cost saving initiatives. In addition, increased revenues and improved utilization of our manufacturing facilities contributed to improved operating results in fiscal 2002.

Cash provided by investing activities for fiscal 2002 consisted of capital expenditures of $29.4 million and dividends to Conexant of $3.1 million offset by cash received of $67.1 million as a result of the Merger and $35.4 million from the sale of short-term investments acquired in the Merger. The capital expenditures for fiscal 2002 reflect a significant reduction from annual capital expenditures in fiscal 2001, a key component of the cost reduction initiatives implemented in fiscal 2002.

Cash provided by financing activities for fiscal 2002 principally consisted of net transfers from Conexant, pre-Merger, of $50.4 million and $30.0 million of proceeds from borrowings against the revolving credit facility with Conexant.

On September 30, 2002, the Company had $150 million in short-term promissory notes payable to Conexant pursuant to a financing agreement entered into in connection with the purchase of the Mexicali Operations. The notes were secured by the assets and properties of the Company. Unless paid earlier at the option of the Company or pursuant to mandatory prepayment provisions contained in the financing agreement with Conexant, fifty percent of the principal portion of the short-term promissory notes was due on March 24, 2003, and the remaining fifty percent of the notes was due on June 24, 2003. Interest on these notes was payable quarterly at a rate of 10% per annum for the first ninety days following June 25, 2002, 12% per annum for the next ninety days and 15% per annum thereafter. Because the Company refinanced these notes, the principal amount was classified on September 30, 2002 as a long-term note payable. In addition, on September 30, 2002 the Company had available a short-term $100 million loan facility from Conexant under the financing agreement to fund the Company's working capital and other requirements. $75 million of this facility became available on or after July 10, 2002, and the remaining $25 million balance of the facility would have become available if the Company had more than $150 million of eligible domestic receivables. The entire principal of any amounts borrowed under the facility was due on June 24, 2003. There were $30 million of borrowings as of September 30, 2002 under this facility. Because the Company refinanced the amounts borrowed under this loan facility, the principal amount was classified on September 30, 2002 as a long-term note payable.

On November 13, 2002, Skyworks successfully closed a private placement of $230 million of 4.75 percent convertible subordinated notes due 2007. These notes can be converted into 110.4911 shares of common stock per $1,000 principal balance, which is the equivalent of a conversion price of approximately $9.05 per share. The net proceeds from the note offering were principally used to prepay debt owed to Conexant

under the financing agreement. The payments to Conexant retired $105 million of the $150 million note relating to the purchase of the Mexicali Operations and repaid the $65 million principal amount outstanding as of November 13, 2002 under the loan facility, dissolving the $100 million facility and resulting in the release of Conexant's security interest in all assets and properties of the Company.

In connection with the prepayment by the Company of $105 million of the $150 million note owed to Conexant relating to the purchase of the Mexicali Operations, the remaining $45 million principal balance of the note was exchanged for new 15% convertible debt securities with a maturity date of June 30, 2005. These notes can be converted into the Company's common stock at a conversion rate based on the applicable conversion price, which is subject to adjustment based on, among other things, the market price of the Company's common stock. Based on this adjustable conversion price, the Company expects that the maximum number of shares that could be issued under the note is approximately 7.1 million shares, subject to adjustment for stock splits and other similar dilutive occurrences.

In addition to the retirement of $170 million in principal amount of indebtedness owing to Conexant, Skyworks also retained approximately $53 million of net proceeds of the private placement to support our working capital needs.

Cash used in operating activities was $89.4 million and $53.8 million for fiscal 2001 and 2000, respectively. Operating cash flows for fiscal 2001 and 2000 reflect net losses of $318.9 million and $66.5 million, respectively, offset by non-cash charges (depreciation and amortization, asset impairments and an in-process research and development charge) of $220.8 million and $98.1 million, respectively, and a net decrease in the non-cash components of working capital of approximately $8.7 million and a net increase of $85.4 million, respectively.

Cash used in investing activities for fiscal 2001 consisted of capital expenditures of $51.1 million. The capital expenditures for fiscal 2002 reflect a significant reduction from annual capital expenditures in fiscal 2001, a key component of the cost reduction initiatives implemented in fiscal 2002. Cash used in investing activities for fiscal 2000 consisted of capital expenditures of $100.4 million partially offset by cash received of $7.7 million in the acquisition of Philsar. The capital expenditures for fiscal 2001 reflect a significant reduction from annual capital expenditures in fiscal 2000, a key component of the cost reduction initiatives implemented in fiscal 2001.

Cash provided by financing activities consisted of net transfers from Conexant of $138.3 million and $148.7 million for fiscal 2001 and 2000, respectively. Historically, Conexant has managed cash on a centralized basis. Cash receipts associated with Washington/Mexicali's business were generally collected by Conexant, and Conexant generally made disbursements on behalf of Washington/Mexicali.

During fiscal years 1998 through 2001, we made a series of capital investments which increased the capacity of our Newbury Park gallium arsenide wafer fabrication facility. We made these investments to support then-current and anticipated future growth in sales of our wireless communications products, such as power amplifiers, that use the gallium arsenide process. During the same period, we made a series of capital investments at our Mexicali facility to expand our integrated circuit assembly capacity, including the addition of assembly lines using surface mount technology processes for the production of multi-chip modules, which the Mexicali facility principally produces for us. The capital investments also increased the Mexicali facility's test capacity, including radio frequency capable equipment for testing wireless communications products. We invested in the Mexicali facility to support then-current and anticipated future growth in sales of our wireless communications products and to support increasing demand for assembly and test services from Conexant.

Capital investments for the Newbury Park wafer fabrication facility totaled $0.7 million, $27.3 million and $35.5 million during fiscal 2002, fiscal 2001 and fiscal 2000, respectively. A significant portion of the fiscal 2001 capital investments were made to continue or complete capital investment programs that we had initiated during fiscal 2000. During the second quarter of fiscal 2001, in response to the broad slowdown affecting the wireless communications sector, including us and Conexant, we sharply curtailed our capital expenditure programs.

Although reduced capital expenditures are a key component of the cost reduction initiatives, a focused program of capital expenditures will be required to sustain our current manufacturing capabilities. We may also consider acquisition opportunities to extend our technology portfolio and design expertise and to expand our product offerings.

Following is a summary of consolidated debt and lease obligations at September 30, 2002 (see Notes 5 and 9 of the consolidated financial statements), in thousands:

OBLIGATION	TOTAL	1-3 YEARS	4-5 YEARS	THEREAFTER
Debt	$180,168	$ 45,168	$135,000	$ --
Operating leases	40,215	19,350	9,212	11,653
Total debt and operating lease obligations	$220,383	$ 64,518	$144,212	$ 11,653

Under supply agreements entered into with Conexant in connection with the Merger, the Company's expected minimum purchase obligations will be approximately $64 million, $39 million and $13 million in fiscal 2003, 2004 and 2005, respectively. These agreements are related to wafer fabrication, wafer probe and certain other services the Company will receive from Jazz Semiconductor's Newport Beach, California foundry. With the exception of $5.1 million related to fiscal 2003 purchase obligations, which has been accrued in fiscal 2002, we currently anticipate meeting each of the annual minimum purchase obligations under the three-year supply agreement with Conexant.

Based on the closing of the private placement, the debt refinancing with Conexant and current trends, the Company expects to generate sufficient operating cash to meet our short-term and long-term cash requirements.

OTHER MATTERS

Inflation did not have a significant impact upon our results of operations during the three-year period ended September 27, 2002.

In July 2001, the Financial Accounting Standards Board (FASB) issued Statements No. 141, "Business Combinations" (SFAS No. 141), and No. 142, "Goodwill and Other Intangibles" (SFAS No. 142). SFAS No. 141 requires the use of the purchase method of accounting and eliminates the use of the pooling-of-interest method of accounting for business combinations. SFAS No. 141 also requires that the Company recognize acquired intangible assets apart from goodwill if the acquired intangible assets meet certain criteria. SFAS No. 141 applies to all business combinations initiated after June 30, 2001 and for purchase business combinations completed on or after July 1, 2001. The Company has adopted the provisions of SFAS No. 141. Upon adoption of SFAS No. 142, the Company is required to evaluate its existing intangible assets and goodwill that were acquired in purchase business combinations, and to make any necessary reclassifications in order to conform with the new classification criteria in SFAS No. 141 for recognition separate from goodwill. The Company will be required to reassess the useful lives and residual values of all intangible assets acquired, and make any necessary amortization period adjustments by the end of the first interim period after adoption. If an intangible asset is identified as having an indefinite useful life, the Company will be required to test the intangible asset for impairment in accordance with the provisions of SFAS No. 142 within the first interim period. Impairment is measured as the excess of carrying value over the fair value of an intangible asset with an indefinite life. Any impairment loss will be measured as of the date of adoption and recognized as the cumulative effect of a change in accounting principle in the first interim period.

In connection with SFAS No. 142's transitional goodwill impairment evaluation, the Statement requires the Company to perform an assessment of whether there is an indication that goodwill is impaired as of the date of adoption. To accomplish this, the Company must identify its reporting units and determine the carrying value of each reporting unit by assigning the assets and liabilities, including the existing goodwill and intangible assets, to those reporting units as of October 1, 2002. The Company will then have up to six months from October 1, 2002 to determine the fair value of each reporting unit and compare it to the carrying amount of the reporting unit. To the extent the carrying amount of a reporting unit exceeds the fair value of the reporting unit, an indication exists that the reporting unit goodwill may be impaired and the Company must perform the second step of the transitional impairment test. The second step is required to be completed as soon as possible, but no later than the end of the year of adoption. In the second step, the Company must compare the implied fair value of the reporting unit goodwill with the carrying amount of the reporting unit goodwill, both of which would be measured as of the date of adoption. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit to all of the assets (recognized and unrecognized) and liabilities of the reporting unit in a manner similar to a purchase price allocation, in accordance with SFAS No. 141. The residual fair value after this allocation is the implied fair value of the reporting unit goodwill. Any transitional impairment loss will be recognized as the cumulative effect of a change in accounting principle in the Company's statement of operations. We may be required to record a substantial transitional impairment charge as a result of adopting SFAS No. 142. Management is assessing the impact that adoption of SFAS No. 142 will have on the Company's financial statements. The carrying value of goodwill and intangible assets, subject to the transitional impairment test, is approximately $907.5 million at September 30, 2002.

In August 2001, the Financial Accounting Standards Board issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," which supersedes previous guidance on financial accounting and reporting for the impairment or disposal of long-lived assets and for segments of a business to be

disposed of. Adoption of SFAS No. 144 is required no later than the beginning of fiscal 2003. Management does not expect the adoption of SFAS No. 144 to have a significant impact on our financial position or results of operations. However, future impairment reviews may result in charges against earnings to write-down the value of long-lived assets.

In April 2002 the FASB issued SFAS No. 145, "Rescission of FASB Statement No.'s 4, 44, and 64, Amendment of FASB Statement No. 13 and Technical Corrections", effective for fiscal years beginning May 15, 2002 or later. It rescinds SFAS No. 4, "Reporting Gains and Losses From Extinguishments of Debt", SFAS No. 64, "Extinguishments of Debt to Satisfy Sinking-Fund Requirements", and SFAS No. 44, "Accounting for Intangible Assets of Motor Carriers". This Statement also amends SFAS No. 13, "Accounting for Leases" to eliminate an inconsistency between the required accounting for sale-leaseback transactions and the required accounting for certain lease modifications that have economic effects that are similar to sale-leaseback transactions. This Statement also amends other existing authoritative pronouncements to make various technical corrections, clarify meanings or describe their applicability under changed conditions. We do not believe the impact of adopting SFAS No. 145 will have a material impact on our financial statements.

In June 2002 the FASB issued SFAS No. 146, "Accounting for Costs Associated With Exit or Disposal Activities". SFAS No. 146 requires companies to recognize costs associated with exit or disposal activities when they are incurred rather than at the date of commitment to an exit or disposal plan. This statement is effective for exit or disposal activities initiated after December 31, 2002. We are assessing the impact that adoption of SFAS No. 146 will have on our financial statements.

FORWARD-LOOKING STATEMENTS

This report and other documents we have filed with the SEC contain forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Some of the forward-looking statements can be identified by the use of forward-looking terms such as "believes," "expects," "may," "will," "should," "could," "seek," "intends," "plans," "estimates," "anticipates" or other comparable terms. Forward-looking statements involve inherent risks and uncertainties. A number of important factors could cause actual results to differ materially from those in the forward-looking statements. We urge you to consider the risks and uncertainties discussed below and elsewhere in this report and in the other documents filed with the SEC in evaluating our forward-looking statements. We have no plans to update our forward-looking statements to reflect events or circumstances after the date of this report. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made.

CERTAIN BUSINESS RISKS

WE HAVE RECENTLY INCURRED SUBSTANTIAL OPERATING LOSSES AND ANTICIPATE FUTURE LOSSES.

Our operating results have been adversely affected by a global economic slowdown and an abrupt decline in demand for many of the end-user products that incorporate wireless communications semiconductor products and system solutions. As a result, we incurred substantial operating losses during the twelve-month period ended September 27, 2002. We expect that reduced end-customer demand, underutilization of our manufacturing capacity, changes in our revenue mix and other factors will continue to adversely affect our operating results in the near term. In order to become profitable, we must achieve substantial revenue growth and we will face an environment of uncertain demand in the markets for our products. We cannot assure you as to whether or when we will become profitable or whether we will be able to sustain such profitability, if achieved.

WE OPERATE IN THE HIGHLY CYCLICAL WIRELESS COMMUNICATIONS SEMICONDUCTOR INDUSTRY, WHICH IS SUBJECT TO SIGNIFICANT DOWNTURNS.

The wireless communications semiconductor industry is highly cyclical and is characterized by constant and rapid technological change, rapid product obsolescence and price erosion, evolving technical standards, short product life cycles and wide fluctuations in product supply and demand. From time to time these and other factors, together with changes in general economic conditions, cause significant upturns and downturns in the industry. Periods of industry downturns, as we experienced through most of calendar year 2001, have been characterized by diminished product demand, production overcapacity, high inventory levels and accelerated erosion of average selling prices. These factors, and in particular the level of demand for digital cellular handsets, may cause substantial fluctuations in our revenues and results of operations. We have experienced these cyclical fluctuations in our business and may experience cyclical fluctuations in the future. During the late 1990's and extending into 2000, the wireless communications semiconductor industry enjoyed unprecedented growth, benefiting from the rapid expansion of wireless communication services worldwide and increased demand for digital cellular handsets. During calendar year 2001, we were adversely impacted by a global economic slowdown and an abrupt decline in demand for many of the end-user products that incorporate our respective wireless communications semiconductor products and system solutions, particularly digital cellular handsets. The impact of weakened end-customer demand was compounded by higher than normal levels of inventories among our original equipment manufacturer, or OEM, subcontractor and distributor customers. We expect that reduced end-customer demand, underutilization of our manufacturing capacity, changes in revenue mix and other factors will continue to adversely affect our operating results in the near term.

WE ARE SUBJECT TO INTENSE COMPETITION.

The wireless communications semiconductor industry in general and the markets in which we compete in particular are intensely competitive. We compete with U.S. and international semiconductor manufacturers that are both larger and smaller than us in terms of resources and market share. We currently face significant competition in our markets and expect that intense price and product competition will continue. This competition has resulted and is expected to continue to result in declining average selling prices for our products. We also anticipate that additional competitors will enter our markets as a result of growth opportunities in communications electronics, the trend toward global expansion by foreign and domestic competitors and technological and public policy changes. We believe that the principal competitive factors for semiconductor suppliers in our market include, among others:

- time-to-market;

- new product innovation;

- product quality, reliability and performance;
- price;
- compliance with industry standards;
- strategic relationships with customers; and
- protection of intellectual property.

We cannot assure you that we will be able to successfully address these factors. Many of our competitors have advantages over us, including:

- longer presence in key markets;
- greater name recognition;
- ownership or control of key technology or intellectual property; and
- greater financial, sales and marketing, manufacturing, distribution, technical or other resources.

As a result, certain competitors may be able to adapt more quickly than we can to new or emerging technologies and changes in customer requirements or may be able to devote greater resources to the development, promotion and sale of their products than we can.

Current and potential competitors have established or may establish financial or strategic relationships among themselves or with our customers, resellers or other third parties. These relationships may affect customers' purchasing decisions. Accordingly, it is possible that new competitors or alliances among competitors could emerge and rapidly acquire significant market share. We cannot assure you that we will be able to compete successfully against current and potential competitors.

OUR SUCCESS DEPENDS UPON OUR ABILITY TO DEVELOP NEW PRODUCTS AND REDUCE COSTS IN A TIMELY MANNER.

The markets into which we sell demand cutting-edge technologies and new and innovative products. Our operating results depend largely on our ability to continue to introduce new and enhanced products on a timely basis. Successful product development and introduction depends on numerous factors, including:

- the ability to anticipate customer and market requirements and changes in technology and industry standards;
- the ability to define new products that meet customer and market requirements;
- the ability to complete development of new products and bring products to market on a timely basis;
- the ability to differentiate our products from offerings of our competitors; and
- overall market acceptance of our products.

We cannot assure you that we will have sufficient resources to make the substantial investment in research and development in order to develop and bring to market new and enhanced products in a timely manner. We will be required continually to evaluate expenditures for planned product development and to choose among alternative technologies based on our expectations of future market growth. We cannot assure you that we will be able to develop and introduce new or enhanced wireless communications semiconductor products in a timely and cost-effective manner, that our products will satisfy customer requirements or achieve market acceptance or that we will be able to anticipate new industry standards and technological changes. We also cannot assure you that we will be able to respond successfully to new product announcements and introductions by competitors.

In addition, prices of established products may decline, sometimes significantly, over time. We believe that to remain competitive we must continue to reduce the cost of producing and delivering existing products at the same time that we develop and introduce new or enhanced products. We cannot assure you that we will be able to continue to reduce the cost of our products to remain competitive.

WE MAY NOT BE ABLE TO KEEP ABREAST OF THE RAPID TECHNOLOGICAL CHANGES IN OUR MARKETS.

The demand for our products can change quickly and in ways we may not anticipate. Our markets generally exhibit the following characteristics:

- rapid technological developments;
- rapid changes in customer requirements;

- frequent new product introductions and enhancements;
- short product life cycles with declining prices over the life cycle of the product; and
- evolving industry standards.

Our products could become obsolete or less competitive sooner than anticipated because of a faster than anticipated change in one or more of the technologies related to our products or in market demand for products based on a particular technology, particularly due to the introduction of new technology that represents a substantial advance over current technology. Currently accepted industry standards are also subject to change, which may contribute to the obsolescence of our products.

WE MAY NOT BE ABLE TO ATTRACT AND RETAIN QUALIFIED PERSONNEL NECESSARY FOR THE DESIGN, DEVELOPMENT, MANUFACTURE AND SALE OF OUR PRODUCTS. OUR SUCCESS COULD BE NEGATIVELY AFFECTED IF KEY PERSONNEL LEAVE.

Our success depends on our ability to continue to attract, retain and motivate qualified personnel, including executive officers and other key management and technical personnel. As the source of our technological and product innovations, our key technical personnel represent a significant asset. The competition for management and technical personnel is intense in the semiconductor industry. We cannot assure you that we will be able to attract and retain qualified management and other personnel necessary for the design, development, manufacture and sale of our products. We may have particular difficulty attracting and retaining key personnel during periods of poor operating performance, given, among other things, the use of equity-based compensation by us and our competitors. The loss of the services of one or more of our key employees or our inability to attract, retain and motivate qualified personnel, could have a material adverse effect on our ability to operate our business.

IF OEMS OF COMMUNICATIONS ELECTRONICS PRODUCTS DO NOT DESIGN OUR PRODUCTS INTO THEIR EQUIPMENT, WE WILL HAVE DIFFICULTY SELLING THOSE PRODUCTS. MOREOVER, A "DESIGN WIN" FROM A CUSTOMER DOES NOT GUARANTEE FUTURE SALES TO THAT CUSTOMER.

Our products will not be sold directly to the end-user but will be components of other products. As a result, we will rely on OEMs of wireless communications electronics products to select our products from among alternative offerings to be designed into their equipment. Without these "design wins" from OEMs, we would have difficulty selling our products. Once an OEM designs another supplier's product into one of its product platforms, it is more difficult for us to achieve future design wins with that OEM product platform because changing suppliers involves significant cost, time, effort and risk on the part of that OEM. Also, achieving a design win with a customer does not ensure that we will receive significant revenues from that customer. Even after a design win, the customer is not obligated to purchase our products and can choose at any time to reduce or cease use of our products, for example, if its own products are not commercially successful, or for any other reason. We may be unable to achieve design wins or to convert design wins into actual sales.

BECAUSE OF THE LENGTHY SALES CYCLES OF MANY OF OUR PRODUCTS, WE MAY INCUR SIGNIFICANT EXPENSES BEFORE WE GENERATE ANY REVENUES RELATED TO THOSE PRODUCTS.

Our customers may need three to six months to test and evaluate our products and an additional three to six months to begin volume production of equipment that incorporates our products. The lengthy period of time required increases the possibility that a customer may decide to cancel or change product plans, which could reduce or eliminate our sales to that customer. As a result of this lengthy sales cycle, we may incur significant research and development, and selling, general and administrative expenses before we generate the related revenues for these products, and we may never generate the anticipated revenues if our customer cancels or changes its product plans.

UNCERTAINTIES INVOLVING THE ORDERING AND SHIPMENT OF OUR PRODUCTS COULD ADVERSELY AFFECT OUR BUSINESS.

Our sales will typically be made pursuant to individual purchase orders and not under long-term supply arrangements with our customers. Our customers may cancel orders prior to shipment. Additionally, we will sell a portion of our products through distributors, some of whom will have rights to return unsold products. We may purchase and manufacture inventory based on estimates of customer demand for our products, which is difficult to predict. This difficulty may be compounded when we sell to OEMs indirectly through distributors or contract manufacturers, or both, as our forecasts of demand will then be based on estimates provided by multiple parties. In addition, our customers may change their inventory practices on short notice for any reason. The cancellation or deferral of product orders, the return of previously sold products, or overproduction due to the failure of anticipated orders to materialize, could result in us holding excess or obsolete inventory, which could result in inventory write-downs.

OUR RELIANCE ON A SMALL NUMBER OF CUSTOMERS FOR A LARGE PORTION OF OUR SALES COULD HAVE A MATERIAL ADVERSE EFFECT ON THE RESULTS OF OUR OPERATIONS.

A significant portion of our sales are concentrated among a limited number of customers. If we lost one or more of these major customers, or if one or more major customers significantly decreased its orders of our products, our business would be materially and adversely affected. Sales to Samsung Electronics Co. and to Motorola, Inc. represented approximately 38% and 12%, respectively, of net revenues from customers other Conexant during fiscal 2002 on a historical basis (such sales representing Washington/Mexicali sales for the fiscal year through June 25, 2002, and sales of Skyworks, the combined company, for the post-merger period from June 26, 2002 through the end of the fiscal year). Our future operating results will depend on the success of these customers and other customers and our success in selling products to them.

WE FACE A RISK THAT CAPITAL NEEDED FOR OUR BUSINESS WILL NOT BE AVAILABLE WHEN WE NEED IT.

We may need to obtain sources of financing in the future. After giving effect to the net proceeds we received in our private placement of 4.75 percent convertible subordinated notes due 2007 and our debt refinancing with Conexant, we believe that our existing sources of liquidity, together with cash expected to be generated from operations, will be sufficient to fund our research and development, capital expenditure, working capital and other financing requirements for at least the next twelve months.

However, we cannot assure you that the capital required to fund these expenses will be available in the future. Conditions existing in the U.S. capital markets when the Company seeks financing will affect our ability to raise capital, as well as the terms of any financing. The Company may not be able to raise enough capital to meet our capital needs on a timely basis or at all. Failure to obtain capital when required would have a material adverse effect on the Company.

In addition, any strategic investments and acquisitions that we may make to help us grow our business may require additional capital resources. We cannot assure you that the capital required to fund these investments and acquisitions will be available in the future.

OUR MANUFACTURING PROCESSES ARE EXTREMELY COMPLEX AND SPECIALIZED.

Our manufacturing operations are complex and subject to disruption due to causes beyond our control. The fabrication of integrated circuits is an extremely complex and precise process consisting of hundreds of separate steps. It requires production in a highly controlled, clean environment. Minor impurities, errors in any step of the fabrication process, defects in the masks used to print circuits on a wafer or a number of other factors can cause a substantial percentage of wafers to be rejected or numerous die on each wafer not to function.

Our operating results are highly dependent upon our ability to produce integrated circuits at acceptable manufacturing yields. Our operations may be affected by lengthy or recurring disruptions of operations at any of our production facilities or those of our subcontractors. These disruptions may include electrical power outages, fire, earthquake, flooding or other natural disasters. Disruptions of our manufacturing operations could cause significant delays in shipments until we are able to shift the products from an affected facility or subcontractor to another facility or subcontractor.

In the event of these types of delays, we cannot assure you that the required alternative capacity, particularly wafer production capacity, would be available on a timely basis or at all. Even if alternative wafer production capacity is available, we may not be able to obtain it on favorable terms, which could result in higher costs and/or a loss of customers. We may be unable to obtain sufficient manufacturing capacity to meet demand, either at our own facilities or through external manufacturing or similar arrangements with others.

Due to the highly specialized nature of the gallium arsenide integrated circuit manufacturing process, in the event of a disruption at the Newbury Park, California or Woburn, Massachusetts semiconductor wafer fabrication facilities, alternative gallium arsenide production capacity would not be immediately available from third-party sources. These disruptions could have a material adverse effect on our business, financial condition and results of operations.

WE MAY NOT BE ABLE TO ACHIEVE MANUFACTURING YIELDS THAT CONTRIBUTE POSITIVELY TO OUR GROSS MARGIN AND PROFITABILITY.

Minor deviations or perturbations in the manufacturing process can cause substantial manufacturing yield loss, and in some cases, cause production to be suspended. Manufacturing yields for new products initially tend to be lower as we complete product development and commence volume manufacturing, and typically increase as we bring the product to full production. Our forward product pricing includes this assumption of improving manufacturing yields and, as a result, material variances between projected and actual manufacturing yields will have a direct effect on our gross margin and profitability. The difficulty of forecasting manufacturing yields accurately and maintaining cost competitiveness through improving manufacturing yields will continue to be magnified by the increasing process complexity of manufacturing semiconductor products. Our manufacturing operations will also face pressures arising from the compression of product life cycles, which will require us to manufacture new products faster and for shorter periods while maintaining acceptable manufacturing yields and quality without, in many cases, reaching the longer-term, high-volume manufacturing conducive to higher manufacturing yields and declining costs.

WE ARE DEPENDENT UPON THIRD PARTIES FOR THE MANUFACTURE, ASSEMBLY AND TEST OF OUR PRODUCTS.

We rely upon independent wafer fabrication facilities, called foundries, to provide silicon-based products and to supplement our gallium arsenide wafer manufacturing capacity. There are significant risks associated with reliance on third-party foundries, including:

- the lack of ensured wafer supply, potential wafer shortages and higher wafer prices;

- limited control over delivery schedules, manufacturing yields, production costs and product quality; and

- the inaccessibility of, or delays in obtaining access to, key process technologies.

Although we have long-term supply arrangements to obtain additional external manufacturing capacity, the third-party foundries we use may allocate their limited capacity to the production requirements of other customers. If we choose to use a new foundry, it will typically take an extended period of time to complete the qualification process before we can begin shipping products from the new foundry. The foundries may experience financial difficulties, be unable to deliver products to us in a timely manner or suffer damage or destruction to their facilities, particularly since some of them are located in earthquake zones. If any disruption of manufacturing capacity occurs, we may not have alternative manufacturing sources immediately available. We may therefore experience difficulties or delays in securing an adequate supply of our products, which could impair our ability to meet our customers' needs and have a material adverse effect on our operating results.

We also intend to utilize subcontractors to package, assemble and test a portion of our products. Because we rely on others to package, assemble or test our products, we are subject to many of the same risks as are described above with respect to foundries.

WE ARE DEPENDENT UPON THIRD PARTIES FOR THE SUPPLY OF RAW MATERIALS AND COMPONENTS.

We believe we have adequate sources for the supply of raw materials and components for our manufacturing needs with suppliers located around the world. However, we are currently dependent on two suppliers for epitaxial wafers used in the gallium arsenide semiconductor manufacturing processes at our manufacturing facilities. Nevertheless, while we historically have not experienced any significant difficulties in obtaining an adequate supply of raw materials, including epitaxial wafers, and components necessary for our manufacturing operations, we cannot assure you that we will not lose a significant supplier or that a supplier will be able to meet performance and quality specifications or delivery schedules.

Under a supply agreement entered into with Conexant in connection with the Merger, we receive wafer fabrication, wafer probe and certain other services from Jazz Semiconductor, Inc., a Newport Beach, California foundry joint venture between Conexant and The Carlyle Group. Pursuant to our supply agreement with Conexant, we are initially obligated to obtain certain minimum volume levels from Jazz Semiconductor based on a contractual agreement between Conexant and Jazz Semiconductor. Our expected minimum purchase obligations under this supply agreement are anticipated to be approximately $64 million, $39 million and $13 million in fiscal 2003, 2004 and 2005. We estimate that our minimum purchase obligation under this agreement will result in excess costs of approximately $5.1 million and we have recorded this liability and charged cost of sales in fiscal 2002.

WE ARE SUBJECT TO THE RISKS OF DOING BUSINESS INTERNATIONALLY.

Historically, a substantial majority of the Company's net revenues from customers other than Conexant were derived from customers located outside the United States, primarily countries located in the Asia-Pacific region and Europe. In addition, we have suppliers located outside the United States and third-party packaging, assembly and test facilities and foundries located in the Asia-Pacific region. Our international sales and operations are subject to a number of risks inherent in selling and operating abroad. These include, but are not limited to, risks regarding:

- currency exchange rate fluctuations;
- local economic and political conditions;
- disruptions of capital and trading markets;
- restrictive governmental actions (such as restrictions on transfer of funds and trade protection measures, including export duties and quotas and customs duties and tariffs);
- changes in legal or regulatory requirements;
- limitations on the repatriation of funds;
- difficulty in obtaining distribution and support;
- the laws and policies of the United States and other countries affecting trade, foreign investment and loans, and import or export licensing requirements;
- tax laws; and
- limitations on our ability under local laws to protect our intellectual property.

Because our international sales are denominated in U.S. dollars our products could become less competitive in international markets if the value of the U.S. dollar increases relative to foreign currencies. Moreover, we may be competitively disadvantaged relative to our competitors located outside the United States who may benefit from a devaluation of their local currency. We cannot assure you that the factors described above will not have a material adverse effect on our ability to increase or maintain our international sales.

OUR OPERATING RESULTS MAY BE NEGATIVELY AFFECTED BY SUBSTANTIAL QUARTERLY AND ANNUAL FLUCTUATIONS AND MARKET DOWNTURNS.

Our revenues, earnings and other operating results have fluctuated in the past and our revenues, earnings and other operating results may fluctuate in the future. These fluctuations are due to a number of factors, many of which are beyond our control. These factors include, among others:

- changes in end-user demand for the products (principally digital cellular handsets) manufactured and sold by our customers;
- the effects of competitive pricing pressures, including decreases in average selling prices of our products;
- production capacity levels and fluctuations in manufacturing yields;
- availability and cost of products from our suppliers;
- the gain or loss of significant customers;
- our ability to develop, introduce and market new products and technologies on a timely basis;
- new product and technology introductions by competitors;
- changes in the mix of products produced and sold;
- market acceptance of our products and our customers;
- intellectual property disputes;
- seasonal customer demand;
- the timing of receipt, reduction or cancellation of significant orders by customers; and
- the timing and extent of product development costs.

The foregoing factors are difficult to forecast, and these, as well as other factors, could materially adversely affect our quarterly or annual operating results. If our operating results fail to meet the expectations of analysts or investors, it could materially and adversely affect the price of our common stock.

OUR GALLIUM ARSENIDE SEMICONDUCTORS MAY NOT CONTINUE TO BE COMPETITIVE WITH SILICON ALTERNATIVES.

We manufacture and sell gallium arsenide semiconductor devices and components, principally power amplifiers and switches. The production of gallium arsenide integrated circuits is more costly than the production of silicon circuits. As a result, we must offer gallium arsenide products that provide superior performance to that of silicon for specific applications to be competitive with their respective silicon products. If we do not continue to offer products that provide sufficiently superior performance to justify the cost differential, our operating results may be materially and adversely affected. It is expected that the costs of producing gallium arsenide integrated circuits will continue to exceed the costs associated with the production of silicon circuits. The costs differ because of higher costs of raw materials for gallium arsenide and higher unit costs associated with smaller sized wafers and lower production volumes. Silicon semiconductor technologies are widely-used process technologies for certain integrated circuits and these technologies continue to improve in performance. We cannot assure you that we will continue to identify products and markets that require performance superior to that offered by silicon solutions.

WE MAY BE SUBJECT TO CLAIMS OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR DEMANDS THAT WE LICENSE THIRD-PARTY TECHNOLOGY, WHICH COULD RESULT IN SIGNIFICANT EXPENSE AND PREVENT US FROM USING OUR TECHNOLOGY.

The semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark and other intellectual property rights to technologies that are important to our business and have demanded and may in the future demand that we license their technology. At the present time, we are in discussions with a third party who claims we are infringing certain of their intellectual property rights. The third party has filed a complaint in this matter but has not yet served Skyworks with the complaint. Although we believe that these claims are without merit, we are in discussions with this party to avoid litigation. The third party has indicated its willingness to resolve these claims without litigation if this third party were to proceed with litigation, we are prepared to vigorously defend against these claims. Moreover, we believe that the patent infringement claims that were asserted would impact only a limited number of our RF IC product line which presently accounts for less than 5% of our annualized revenues.

Any litigation to determine the validity of claims that our products infringe or may infringe these rights, including claims arising from our contractual indemnification of our customers, regardless of their merit or resolution, could be costly and divert the efforts and attention of our management and technical personnel. Regardless of the merits of any specific claim, we cannot assure you that we would prevail in litigation because of the complex technical issues and inherent uncertainties in intellectual property litigation. If litigation were to result in an adverse ruling, we could be required to:

- pay substantial damages;
- cease the manufacture, import, use, sale or offer for sale of infringing products or processes;
- discontinue the use of infringing technology;
- expend significant resources to develop non-infringing technology; and
- license technology from the third party claiming infringement, which license may not be available on commercially reasonable terms.

IF WE ARE NOT SUCCESSFUL IN PROTECTING OUR INTELLECTUAL PROPERTY RIGHTS, IT MAY HARM OUR ABILITY TO COMPETE.

We rely on patent, copyright, trademark, trade secret and other intellectual property laws, as well as nondisclosure and confidentiality agreements and other methods, to protect our proprietary technologies, devices, algorithms and processes. In addition, we often incorporate the intellectual property of our customers, suppliers or other third parties into our designs, and we have obligations with respect to the non-use and non-disclosure of such third-party intellectual property. In the future, it may be necessary to engage in litigation or like activities to enforce our intellectual property rights, to protect our trade secrets or to determine the validity and scope of proprietary rights of others, including our customers. This could require us to expend significant resources and to divert the efforts and attention of our management and technical personnel from our business operations. We cannot assure you that:

- the steps we take to prevent misappropriation, infringement, dilution or other violation of our intellectual property or the intellectual property of our customers, suppliers or other third parties will be successful;
- any existing or future patents, copyrights, trademarks, trade secrets or other intellectual property rights will not be challenged, invalidated or circumvented; or
- any of the measures described above would provide meaningful protection.

Despite these precautions, it may be possible for a third party to copy or otherwise obtain and use our technology without authorization, develop similar technology independently or design around our patents. If any of our patents fails to protect our technology, it would make it easier for our competitors to offer similar products, potentially resulting in loss of market share and price erosion. In addition, effective patent, copyright, trademark and trade secret protection may be unavailable or limited for certain technologies and in certain foreign countries.

OUR SUCCESS DEPENDS, IN PART, ON OUR ABILITY TO EFFECT SUITABLE INVESTMENTS, ALLIANCES AND ACQUISITIONS, AND WE MAY HAVE DIFFICULTY INTEGRATING COMPANIES WE ACQUIRE. SKYWORKS' MERGER WITH THE WIRELESS BUSINESS OF CONEXANT PRESENTS SUCH RISKS.

Although we intend to invest significant resources in internal research and development activities, the complexity and rapidity of technological changes and the significant expense of internal research and development make it impractical for us to pursue development of all technological solutions on our own. On an ongoing basis, we intend to review investment, alliance and acquisition prospects that would complement our product offerings, augment our market coverage or enhance our technological capabilities. However, we cannot assure you that we will be able to identify and consummate suitable investment, alliance or acquisition transactions in the future. Moreover, if we consummate such transactions, they could result in:

- issuances of equity securities dilutive to our stockholders;
- large one-time write-offs;
- the incurrence of substantial debt and assumption of unknown liabilities;
- the potential loss of key employees from the acquired company;
- amortization expenses related to intangible assets; and
- the diversion of management's attention from other business concerns.

Additionally, in periods following an acquisition, we will be required to evaluate goodwill and acquisition-related intangible assets for impairment. When such assets are found to be impaired, they will be written down to estimated fair value, with a charge against earnings.

Integrating acquired organizations and their products and services may be difficult, expensive, time-consuming and a strain on our resources and our relationship with employees and customers and ultimately may not be successful.

WE MAY BE RESPONSIBLE FOR PAYMENT OF A SUBSTANTIAL AMOUNT OF U.S. FEDERAL INCOME AND OTHER TAXES UPON CERTAIN EVENTS.

In connection with Conexant's spin-off of its wireless business prior to the Merger, Conexant sought and received a ruling from the Internal Revenue Service to the effect that certain transactions related to and including the spin-off qualified as a reorganization and as tax-free for U.S. federal income tax purposes. While the tax ruling generally is binding on the Internal Revenue Service, the continuing validity of the ruling is subject to certain factual representations and assumptions. In connection with the Merger we entered into a tax allocation agreement with Conexant that generally provides, among other things, that we will be responsible for certain taxes imposed on various persons (including Conexant) as a result of either:

- the failure of certain spin-off transactions to qualify as a reorganization for U.S. federal income tax purposes, or
- the failure of certain spin-off transactions to qualify as tax-free to Conexant for certain U.S. federal income tax purposes,

if such failure is attributable to certain actions or transactions by or in respect of Skyworks (including our subsidiaries) or our stockholders, such as the acquisition of stock of Skyworks by a third party at a time and in a manner that would cause such failure. In addition, the tax allocation agreement provides that we will be responsible for various other tax obligations and for compliance with various representations, statements, and conditions made in the course of obtaining the tax ruling referenced above and in connection with the tax allocation agreement. Our obligations under the tax allocation agreement have been limited by a letter agreement dated November 6, 2002 entered into in connection with our debt refinancing with Conexant. Nevertheless, if we do not carefully monitor our compliance with the requirements imposed as a result of the spin-off and related transactions and our responsibilities under the tax allocation agreement, we might inadvertently trigger an obligation to

indemnify certain persons (including Conexant) pursuant to the tax allocation agreement or other obligations under such agreement. In addition, our indemnity obligations could discourage or prevent a third party from making a proposal to acquire Skyworks.

If we were required to pay any of the taxes described above, the payment could be very substantial and have a material adverse effect on our business, financial condition, results of operations and cash flow.

In addition, it is expected that the interest payments we are required to make on the $45 million principal amount of 15% convertible senior subordinated notes due June 30, 2005 issued to Conexant will not be deductible for U.S. federal income tax purposes. Our inability to offset our interest expense from these obligations against other income may increase our tax liability currently and in future years.

Further, the terms of the 15% convertible senior subordinated notes due June 30, 2005 issued to Conexant require us to pay the principal due at the maturity date or upon certain acceleration events in a number of shares of our common stock equal to the principal due at such time divided by the applicable conversion price on such date. If the fair market value of our common stock on such date is less than the applicable conversion price of such notes, we may recognize cancellation of indebtedness income for federal income tax purposes equal to the excess of the principal amount of such notes due at such time over the fair market value of the common stock issued by us to satisfy our obligations under the notes.

CERTAIN PROVISIONS IN OUR ORGANIZATIONAL DOCUMENTS AND DELAWARE LAW MAY MAKE IT DIFFICULT FOR SOMEONE TO ACQUIRE CONTROL OF US.

We have certain anti-takeover measures that may affect our common stock. Our certificate of incorporation, our by-laws and the Delaware General Corporation Law contain several provisions that would make more difficult an acquisition of control of us in a transaction not approved by our board of directors. Our certificate of incorporation and by-laws include provisions such as:

- the division of our board of directors into three classes to be elected on a staggered basis, one class each year;

- the ability of our board of directors to issue shares of preferred stock in one or more series without further authorization of stockholders;

- a prohibition on stockholder action by written consent;

- elimination of the right of stockholders to call a special meeting of stockholders;

- a requirement that stockholders provide advance notice of any stockholder nominations of directors or any proposal of new business to be considered at any meeting of stockholders;

- a requirement that the affirmative vote of at least 66 2/3% of our shares be obtained to amend or repeal any provision of our by-laws or the provision of our certificate of incorporation relating to amendments to our by-laws;

- a requirement that the affirmative vote of at least 80% of our shares be obtained to amend or repeal the provisions of our certificate of incorporation relating to the election and removal of directors, the classified board or the right to act by written consent;

- a requirement that the affirmative vote of at least 80% of our shares be obtained for business combinations unless approved by a majority of the members of the board of directors and, in the event that the other party to the business combination is the beneficial owner of 5% or more of our shares, a majority of the members of board of directors in office prior to the time such other party became the beneficial owner of 5% or more of our shares;

- a fair price provision; and

- a requirement that the affirmative vote of at least 90% of our shares be obtained to amend or repeal the fair price provision.

In addition to the provisions in our certificate of incorporation and by-laws, Section 203 of the Delaware General Corporation Law generally provides that a corporation shall not engage in any business combination with any interested stockholder during the three-year period following the time that such stockholder becomes an interested stockholder, unless a majority of the directors then in office approves either the business combination or the transaction that results in the stockholder becoming an interested stockholder or specified stockholder approval requirements are met.

WE MAY BE LIABLE FOR PENALTIES UNDER ENVIRONMENTAL LAWS, RULES AND REGULATIONS, WHICH COULD ADVERSELY IMPACT OUR BUSINESS.

We have used, and will continue to use, a variety of chemicals and compounds in manufacturing operations and have been and will continue to be subject to a wide range of environmental protection regulations in the United States. While we have not experienced any material adverse effect on our operations as a result of such regulations, we cannot assure you that current or future regulations would not have a material adverse effect on our business, financial condition and results of operations. Environmental regulations often require parties to

fund remedial action regardless of fault. Consequently, it is often difficult to estimate the future impact of environmental matters, including potential liabilities. We cannot assure you that the amount of expense and capital expenditures that might be required to satisfy environmental liabilities, to complete remedial actions and to continue to comply with applicable environmental laws will not have a material adverse effect on our business, financial condition and results of operations.

WE WILL ADOPT NEW ACCOUNTING POLICIES IN FISCAL 2003 THAT COULD NEGATIVELY IMPACT OUR EARNINGS FOR THAT YEAR.

In our fiscal year 2003, which began on September 28, 2002, we must adopt SFAS No. 142 "Goodwill and Other Intangible Assets." This policy will require us to evaluate the goodwill and intangible assets with indefinite lives that we report on our balance sheet for potential impairment using a fair value method. If we determine that our goodwill and other intangible assets with indefinite lives are impaired, we will be required to report non-cash charges to our earnings in fiscal year 2003 in the amount of such impairment. At September 27, 2002, we reported goodwill and intangible assets of $940,686,000. As a result, the adoption of SFAS No. 142 may result in asset write-downs on our balance sheet and significant non-cash charges to earnings in fiscal 2003. Management is assessing the impact that adoption of SFAS 142 will have on our financial statements.

OUR STOCK PRICE HAS BEEN VOLATILE AND MAY FLUCTUATE IN THE FUTURE.

The trading price of our common stock may fluctuate significantly. This price may be influenced by many factors, including:

- our performance and prospects;
- the performance and prospects of our major customers;
- the depth and liquidity of the market for our common stock;
- investor perception of us and the industry in which we operate;
- changes in earnings estimates or buy/sell recommendations by analysts;
- general financial and other market conditions; and
- domestic and international economic conditions.

Public stock markets have experienced, and are currently experiencing, extreme price and trading volume volatility, particularly in the technology sectors of the market. This volatility has significantly affected the market prices of securities of many technology companies for reasons frequently unrelated to or disproportionately impacted by the operating performance of these companies. These broad market fluctuations may adversely affect the market price of our common stock.

In addition, fluctuations in our stock price and our price-to-earnings multiple may have made our stock attractive to momentum, hedge or day-trading investors who often shift funds into and out of stocks rapidly, exacerbating price fluctuations in either direction particularly when viewed on a quarterly basis.

OUR DEBT SERVICE OBLIGATIONS MAY ADVERSELY AFFECT OUR CASH FLOW.

For so long as the 4.75 percent convertible subordinated notes we issued in a private placement in November 2002 remain outstanding, we will have debt service obligations on the notes of approximately $10,925,000 per year in interest payments. In addition, we have extended the maturity of certain outstanding debt under a financing agreement with Conexant, as amended, which bears interest at a rate of 15% per year. If we issue other debt securities in the future, our debt service obligations will increase. If we are unable to generate sufficient cash to meet these obligations and must instead use our existing cash or investments, we may have to reduce or curtail other activities of our business.

We intend to fulfill our debt service obligations from cash generated by our operations, if any, and from our existing cash and investments. If necessary, among other alternatives, we may add lease lines of credit to finance capital expenditures and we may obtain other long-term debt, lines of credit and other financing.

Our indebtedness could have significant negative consequences, including:

- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our ability to obtain additional financing;
- requiring the dedication of a substantial portion of any cash flow from operations to service our indebtedness, thereby reducing the amount of cash flow available for other purposes, including capital expenditures;

- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; and

- placing us at a possible competitive disadvantage to less leveraged competitors and competitors that have better access to capital resources.

ITEM 7A QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our financial instruments include cash and cash equivalents, short-term debt and long-term debt. Our main investment objective is the preservation of investment capital. Consequently, we invest with only high-credit-quality issuers and we limit the amount of our credit exposure to any one issuer. We do not use derivative instruments for speculative or investment purposes.

Our cash and cash equivalents are not subject to significant interest rate risk due to the short maturities of these instruments. As of September 27, 2002, the carrying value of our cash and cash equivalents approximates fair value.

Our long-term debt consists of a ten-year $960,000 loan from the State of Maryland under the Community Development Block Grant program. Quarterly payments are due through December 2003 and represent principal plus interest at 5% of the unamortized balance. Our short-term debt on September 27, 2002 consists of the current portion of this loan. In addition, because we refinanced the note payable to Conexant for the acquisition of the Mexicali Operations and our loan facility with Conexant, the principal amount of $180 million was classified as long-term debt on September 27, 2002. We do not believe that we have significant cash flow exposure on our short-term or long-term debt.

ITEM 8 FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The following consolidated financial statements of the Company for the fiscal year ended September 30, 2002 are included herewith:

Independent Auditors' Report

The Board of Directors and Stockholders
Skyworks Solutions, Inc.:

We have audited the accompanying consolidated balance sheet of Skyworks Solutions, Inc. and subsidiaries as of September 30, 2002 and the related consolidated statement of operations, stockholders' equity and cash flows for the year then ended. We have also audited the financial statement schedule for the year ended September 30, 2002. These consolidated financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Skyworks Solutions, Inc. and subsidiaries at September 30, 2002, and the results of their operations and their cash flows for the year ended September 30, 2002 in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the related financial statement schedule for the year ended September 30, 2002, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

KPMG LLP
Boston, Massachusetts
November 15, 2002

Independent Auditors' Report

The Board of Directors and Stockholders
Skyworks Solutions, Inc.:

We have audited the accompanying consolidated balance sheet of Skyworks Solutions, Inc. and subsidiaries (formerly the combined balance sheet of the Washington Business and the Mexicali Operations of Conexant Systems, Inc.) as of September 30, 2001, and the related consolidated statements of operations, stockholders' equity (formerly Conexant's net investment and comprehensive income), and cash flows for the years ended September 30, 2000 and 2001. Our audits also included the financial statement schedule listed in the Index at Item 15 for the years ended September 30, 2000 and 2001. These financial statements and the financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and the financial statements schedule based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes addressing the accounting principles used and significant estimates made by the management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Skyworks Solutions, Inc. and subsidiaries (formerly the Washington Business and the Mexicali Operations of Conexant Systems, Inc.) at September 30, 2001, and the results of their operations and their cash flows for the years ended September 30, 2000 and 2001, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule when considered in relation to the basic financial statements taken as a whole presents fairly, in all material respects, the information set forth therein.

DELOITTE & TOUCHE LLP

Costa Mesa, California
February 14, 2002

CONSOLIDATED BALANCE SHEETS
(In thousands, except per share amounts)

ASSETS	SEPTEMBER 30, 2002	2001
CURRENT ASSETS:		
Cash and cash equivalents	$ 53,358	$ 1,998
Receivables, net of allowance for doubtful accounts of $1,324 and $3,206	94,425	40,754
Inventories	55,643	37,383
Other current assets	23,970	3,225
Total current assets	227,396	83,360
Property, plant and equipment, less accumulated depreciation and amortization of $305,709 and $284,879	143,773	169,547
Goodwill and intangible assets, less accumulated amortization of $915 and $20,594	940,686	57,606
Deferred tax asset	22,487	--
Other assets	12,570	3,774
Total assets	$ 1,346,912	$ 314,287
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current maturities of long-term debt	$ 129	$ --
Accounts payable	45,350	2,653
Accrued compensation and benefits	17,585	12,363
Other current liabilities	84,563	7,804
Total current liabilities	147,627	22,820
Long-term debt, less current maturities	180,039	--
Long-term liabilities	4,270	3,806
Total liabilities	331,936	26,626
Commitments and contingencies	--	--
STOCKHOLDERS' EQUITY:		
Preferred stock, no par value: 25,000 authorized; no shares issued	--	--
Common stock, $0.25 par value: 525,000 shares authorized; 137,589 shares issued and outstanding at September 30, 2002	34,397	--
Additional paid-in capital	1,150,856	--
Accumulated deficit	(170,193)	--
Unearned compensation, net of accumulated amortization of $53	(84)	--
Conexant's net investment	--	287,661
Total stockholders' equity	1,014,976	287,661
Total liabilities and stockholders' equity	$ 1,346,912	$ 314,287

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share amounts)

	YEARS ENDED SEPTEMBER 30, 2002	2001	2000
Net revenues:			
Third parties	$ 418,344	$ 215,502	$ 312,983
Conexant	39,425	44,949	65,433
Total net revenues	457,769	260,451	378,416
Cost of goods sold:			
Third parties	294,149	268,749	207,450
Conexant	37,459	42,754	62,720
Total cost of goods sold	331,608	311,503	270,170
Gross margin	126,161	(51,052)	108,246
Operating expenses:			
Research and development	132,603	111,053	91,616
Selling, general and administrative	50,178	51,267	52,422
Amortization of intangible assets	12,929	15,267	5,327
Purchased in-process research and development	65,500	--	24,362
Special charges	116,321	88,876	--
Total operating expenses	377,531	266,463	173,727
Operating loss	(251,370)	(317,515)	(65,481)
Interest expense	(4,227)	--	--
Other income (expense), net	(56)	210	142
Loss before income taxes	(255,653)	(317,305)	(65,339)
Provision (benefit) for income taxes	(19,589)	1,619	1,140
Net loss	$(236,064)	$(318,924)	$ (66,479)
Pro forma net loss per share, basic and diluted (unaudited) (1)	$ (1.72)		
Pro forma number of weighted-average shares used in per share computation (unaudited) (1)	137,416		

(1) See Note 2 to the consolidated financial statements

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	COMMON STOCK		ADDITIONAL PAID-IN	CONEXANT'S NET	ACCUMULATED OTHER COMPREHENSIVE INCOME	ACCUMULATED	UNEARNED
	SHARES	PAR VALUE	CAPITAL	INVESTMENT	(LOSS)	DEFICIT	COMPENSATION
Balance at September 30, 1999	--	--	--	275,746	(178)	--	--
Net loss	--	--	--	(66,479)	--	--	--
Foreign currency translation adjustment	--	--	--	--	126	--	--
Contribution of business acquired by Conexant	--	--	--	108,495	--	--	--
Net transfers from Conexant	--	--	--	148,706	--	--	--
Balance at September 30, 2000	--	--	--	466,468	(52)	--	--
Net loss	--	--	--	(318,924)	--	--	--
Foreign currency translation adjustment	--	--	--	--	(232)	--	--
Contribution of additional assets related to business acquired	--	--	--	2,058	--	--	--
Net transfers from Conexant	--	--	--	138,343	--	--	--
Balance at September 30, 2001	--	--	--	287,945	(284)	--	--
Net loss	--	--	--	(66,280)	--	(170,193)	--
Foreign currency translation adjustment	--	--	--	--	409	--	--
Net transfers from Conexant	--	--	--	50,404	--	--	--
Dividend (1)	--	--	--	(204,716)	--	--	--
Recapitalization as a result of purchase accounting under a reverse acquisition	137,368	34,342	1,149,965	(67,353)	(125)	--	(137)
Issuance of common shares to 401(k) plan	129	31	513	--	--	--	--
Exercise of stock options	26	7	35	--	--	--	--
Employee stock purchase plan	66	17	313	--	--	--	--
Amortization of unearned compensation	--	--	--	--	--	--	53
Compensation expense	--	--	30	--	--	--	--
Balance at September 30, 2002	137,589	$34,397	$ 1,150,856	$ --	$ --	$(170,193)	$ (84)

(1) The dividend to Conexant represents the payment for the Mexicali operations ($150 million), the net assets retained by Conexant in connection with the spin-off, primarily accounts receivable net of accounts payable, and the assumption of certain Conexant liabilities by the Company.

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	YEARS ENDED SEPTEMBER 30, 2002	2001	2000
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (236,064)	$ (318,924)	$ (66,479)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	47,695	58,708	61,710
Amortization of intangible assets	12,878	15,267	5,327
Amortization of deferred compensation	53	--	--
Contribution of common shares to Savings and Retirement Plan	874	--	--
Compensation expense	30	--	--
Deferred income taxes	(23,117)	--	--
Provision for (recoveries of) losses on accounts Receivable	(1,178)	(468)	3,538
In-process research and development charge	65,500	--	24,362
Inventory provisions	2,704	60,978	3,132
Asset impairments	111,817	86,209	--
Loss on sale of assets	209	80	4
Changes in assets and liabilities net of acquisition:			
Receivables	(84,924)	27,276	(39,846)
Inventories	(4,413)	(8,378)	(65,150)
Accounts payable	36,635	(2,547)	1,961
Accrued expenses and other current liabilities	(19,471)	(6,003)	14,210
Other	(8,322)	(1,604)	3,401
Net cash used in operating activities	(99,094)	(89,406)	(53,830)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures	(29,412)	(51,118)	(100,424)
Cash and cash equivalents of acquired business	67,102	--	7,655
Sale of short-term investments	35,422	--	--
Dividend to Conexant	(3,070)	--	--
Net cash provided by (used in) investing activities	70,042	(51,118)	(92,769)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net transfers from Conexant	50,404	138,343	148,706
Short-term note to Conexant	30,000	--	--
Payments on notes payable	(34)	--	--
Exercise of stock options	42	--	--
Net cash provided by financing activities	80,412	138,343	148,706
Net increase (decrease) in cash and cash equivalents	51,360	(2,181)	2,107
Cash and cash equivalents at beginning of period	1,998	4,179	2,072
Cash and cash equivalents at end of period	$ 53,358	$ 1,998	$ 4,179
Supplemental disclosure of non-cash activities:			
Acquisition of Alpha Industries, Inc.	$ 1,183,105	$ --	$ --
Dividend to Conexant	$ 201,646	$ --	$ --
Supplemental cash flow disclosures:			
Taxes paid	$ 832	$ --	$ --
Interest paid	$ 323	$ --	$ --

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

On December 16, 2001, Alpha Industries, Inc. ("Alpha"), Conexant Systems, Inc. ("Conexant") and Washington Sub, Inc. ("Washington"), a wholly owned subsidiary of Conexant, entered into a definitive agreement providing for the combination of Conexant's wireless business with Alpha. Under the terms of the agreement, Conexant would spin off its wireless business into Washington, including its gallium arsenide wafer fabrication facility located in Newbury Park, California, but excluding certain assets and liabilities, to be followed immediately by a merger (the "Merger") of this wireless business into Alpha with Alpha as the surviving entity in the merger. This merger was completed on June 25, 2002. Following the merger, Alpha changed its corporate name to Skyworks Solutions, Inc (the "Company", "Skyworks").

Immediately following completion of the Merger, the Company purchased Conexant's semiconductor assembly, module manufacturing and test facility located in Mexicali, Mexico, and certain related operations ("Mexicali Operations") for $150 million. For financial accounting purposes, the sale of the Mexicali Operations by Conexant to Skyworks Solutions was treated as if Conexant had contributed the Mexicali Operations to Washington as part of the spin-off, and the $150 million purchase price was treated as a return of capital to Conexant. The accompanying consolidated financial statements include the assets, liabilities, operating results and cash flows of the Washington business and the Mexicali Operations for all periods presented, and the results of operations of Alpha from June 25, 2002, the date of acquisition. For purposes of these combined financial statements, the Washington business and the Mexicali Operations are collectively referred to as Washington/Mexicali.

The Merger has been accounted for as a reverse acquisition whereby Washington was treated as the acquirer and Alpha as the acquiree, primarily because Conexant shareholders owned a majority, approximately 67 percent, of the Company upon completion of the merger. Under a reverse acquisition, the purchase price of Alpha was based upon the fair market value of Alpha common stock for a reasonable period of time before and after the announcement date of the Merger and the fair value of Alpha stock options. The purchase price of Alpha was allocated to the assets acquired and liabilities assumed by Washington, as the acquiring company for accounting purposes, based upon their estimated fair market value at the acquisition date. Because the Merger was accounted for as a purchase of Alpha, the historical financial statements of Washington/ Mexicali became the historical financial statements of the Company after the Merger. Since the historical financial statements of the Company after the Merger do not include the historical financial results of Alpha for periods prior to June 25, 2002, the financial statements may not be indicative of future results of operations or the historical results that would have resulted if the Merger had occurred at the beginning of a historical financial period.

The Company is a leading wireless semiconductor company focused on providing front-end modules, radio frequency (RF) subsystems, semiconductor components and complete system solutions to wireless handset and infrastructure customers worldwide. The Company offers a comprehensive family of components and RF subsystems, and also provides complete antenna-to-microphone semiconductor solutions that support advanced 2.5G and 3G services.

Basis of Presentation:

The combined financial statements prior to the Merger were prepared using Conexant's historical basis in the assets and liabilities and the historical operating results of Washington/Mexicali during each respective period. The Company believes the assumptions underlying the financial statements are reasonable. However, we cannot assure you that the financial information included herein reflects the combined assets, liabilities, operating results and cash flows of the Company in the future or what they would have been had Washington/Mexicali been a separate stand-alone entity and independent of Conexant during the periods presented.

Under purchase accounting, the operating results of the acquirer (Washington/Mexicali) are included for all periods being presented, whereas the operating results of the acquiree (Alpha) are included only after the date of acquisition (June 25, 2002) through the end of the period. Therefore, the historical financial information included herein does not necessarily reflect the combined assets, liabilities, operating results and cash flows of the Company in the future.

Conexant used a centralized approach to cash management and the financing of its operations. Cash deposits from Washington/Mexicali were transferred to Conexant on a regular basis and were netted against Conexant's net

investment. As a result, none of Conexant's cash, cash equivalents, marketable securities or debt was allocated to Washington/Mexicali in the financial statements. Cash and cash equivalents in the financial statements, prior to the acquisition, represented amounts held by certain foreign operations of Washington/Mexicali. Changes in equity represented funding from Conexant for working capital and capital expenditure requirements after giving effect to Washington/ Mexicali's transfers to and from Conexant for its cash flows from operations through June 25, 2002.

Historically, Conexant provided financing for Washington/Mexicali and incurred debt at the parent level. The financial statements of Washington/Mexicali did not include an allocation of Conexant's debt or the related interest expense. Therefore, the financial statements do not necessarily reflect the financial position and results of operations of Washington/ Mexicali had it been an independent company as of the dates, and for the periods, presented.

The financial statements also include allocations of certain Conexant operating expenses for research and development, legal, accounting, treasury, human resources, real estate, information systems, distribution, customer service, sales, marketing, engineering and other corporate services provided by Conexant, including executive salaries and other costs. The operating expense allocations have been determined on bases that management considered to be reasonable reflections of the utilization of services provided to, or the benefit received by, Washington/Mexicali. Management believes that the expenses allocated to Washington/Mexicali are representative of the operating expenses that would have been incurred had Washington/Mexicali operated as an independent company.

After the spin-off and the Merger, the Company is performing these functions using its own resources or purchased services, including services obtained from Conexant pursuant to a transition services agreement which expires on December 31, 2002 unless extended by mutual agreement.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation:

The financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Year:

The Company's fiscal year ends on the Friday closest to September 30. Fiscal years 2002, 2001 and 2000 each comprised 52 weeks and ended on September 27, September 28 and September 29, respectively. For convenience, the consolidated financial statements have been shown as ending on the last day of the calendar month.

Use of Estimates:

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the combined financial statements and accompanying notes. Among the significant estimates affecting the financial statements are those related to inventories, long-lived assets and income taxes. On an ongoing basis, management reviews its estimates based upon currently available information. Actual results could differ materially from those estimates.

The combined financial statements have been prepared using Conexant's historical basis in the assets and liabilities and the historical operating results of Washington/Mexicali during each respective period. The Company believes the assumptions underlying the financial statements are reasonable. However, we cannot assure you that the financial information included herein reflects the combined assets, liabilities, operating results and cash flows of the Company in the future or what they would have been had Washington/Mexicali been a separate stand-alone entity and independent of Conexant during the periods presented.

Revenue Recognition:

Revenues from product sales are recognized upon shipment and transfer of title, in accordance with the shipping terms specified in the arrangement with the customer. Revenue recognition is deferred in all instances where the earnings process is incomplete. Certain product sales are made to electronic component distributors under agreements allowing for price protection and/or a right of return on unsold products. A reserve for sales returns and allowances for non-distributor customers is recorded based on historical experience or specific identification of an event necessitating a reserve. Development revenue is recognized when services are performed and was not significant for any of the periods presented.

Research and Development Expenditures:

Research and development costs are expensed as incurred.

Cash and Cash Equivalents:

Cash and cash equivalents include cash deposited in demand deposits at banks and highly liquid investments with original maturities of 90 days or less.

Bad Debt:

The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make future payments, additional allowances may be required.

Inventories:

Inventories are stated at the lower of cost, determined on a first-in, first-out basis, or market. The Company provides for estimated obsolescence or unmarketable inventory based upon assumptions about future demand and market conditions. The recoverability of inventories is assessed through an on-going review of inventory levels in relation to sales backlog and forecasts, product marketing plans and product life cycles. When the inventory on hand exceeds the foreseeable demand (generally over six months), the value of such inventory that is not expected to be sold at the time of the review is written down. The amount of the write-down is the excess of historical cost over estimated realizable value (generally zero). Once established, these write-downs are considered permanent adjustments to the cost basis of the excess inventory. If actual demand and market conditions are less favorable than those projected by management, additional inventory write downs may be required.

Property, Plant and Equipment:

Property, plant and equipment are carried at cost. Depreciation is calculated using the straight-line method for financial reporting and accelerated methods for tax purposes. Significant renewals and betterments are capitalized and replaced units are written off. Maintenance and repairs, as well as renewals of a minor amount, are expensed as incurred.

Estimated useful lives used for depreciation purposes are 5 to 30 years for buildings and improvements and 3 to 10 years for machinery and equipment. Leasehold improvements are depreciated over the life of the associated lease.

Goodwill and Intangible Assets:

Goodwill and intangible assets are principally the result of the Merger with Washington/Mexicali completed on June 25, 2002 and a business acquisition completed in fiscal 2000. The Company adopted the provisions of Statement of Financial Accounting Standards (SFAS) No. 141, Business Combinations as of July 1, 2001. Goodwill and intangible assets determined to have an indefinite useful life acquired in a purchase business combination completed after June 30, 2001, but before SFAS No. 142, Goodwill and Other Intangible Assets, is adopted in full, are not amortized. Goodwill and intangible assets acquired in business combinations completed before July 1, 2001 continued to be amortized. Business acquisitions are accounted for by assigning the purchase price to tangible and intangible assets and liabilities, including purchased in-process research and development (IPRD) projects, which have not yet reached technological feasibility and have no alternative future use. Assets acquired and liabilities assumed are recorded at their estimated fair values; the excess of the purchase price over the net assets acquired is recorded as goodwill. The value of IPRD is immediately charged to expense upon completion of the acquisition. Developed technology, customer relationships and other intangibles are amortized on a straight-line basis over their estimated useful lives (principally 10 years).

Income Taxes:

The Company uses the asset and liability method of accounting for income taxes. Under the asset and liability method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. This method also requires the recognition of future tax benefits such as net operating loss carryforwards, to the extent that realization of such benefits is more likely than not. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The carrying value of the Company's net deferred tax assets assumes that the Company will be able to generate sufficient future taxable income in certain tax jurisdictions, based on estimates and assumptions. If these estimates and related assumptions change in the future, the Company may be required to record additional valuation allowances against its deferred tax assets resulting in additional income tax expense in the Company's consolidated statement of operations. Management evaluates the

realizability of the deferred tax assets and assesses the adequacy of the valuation allowance quarterly. Likewise, in the event that the Company was to determine that it would be able to realize its deferred tax assets in the future in excess of its net recorded amount, an adjustment to the deferred tax assets would increase income or decrease the carrying value of goodwill in the period such determination was made.

Concentrations:

Financial instruments that potentially subject the Company to concentration of credit risk consist principally of trade accounts receivable. Trade receivables are primarily derived from sales to manufacturers of communications and consumer products. Ongoing credit evaluations of customers' financial condition are performed and collateral, such as letters of credit and bank guarantees, are required whenever deemed necessary. The following customers accounted for 10% or more of trade receivables from customers other than Conexant:

	SEPTEMBER 30,	
	2002	2001
Samsung Electronics Co.	27%	63%
Motorola, Inc.	--	13%

The following customers accounted for 10% or more of net revenues from customers other than Conexant:

	YEARS ENDED SEPTEMBER 30,		
	2002	2001	2000
Samsung Electronics Co.	38%	44%	28%
Motorola, Inc.	12%		--
Nokia Corporation.	--	12%	
Ericsson.	--	--	18%
LG Electronics.		--	10%

The foregoing percentages are based on sales representing Washington/Mexicali sales for the full fiscal year during 2002, 2001 and 2000 and including sales of Skyworks for the post-Merger period from June 26, 2002 through the end of the fiscal year.

Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed of:

The Company accounts for impairment of long-lived assets in accordance with SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of." This statement requires that long-lived assets, goodwill and certain identifiable intangibles be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to undiscounted future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

Product Warranties:

Warranties are offered on the sale of certain products and an accrual is recorded for estimated claims at the time of the sale. Such accruals are based on historical experience and management's estimate of future claims.

Foreign Currency Translation and Remeasurement:

The foreign operations of the Company are subject to exchange rate fluctuations and foreign currency transaction costs. The functional currency for our foreign operations is the U.S. dollar. Inventories, property, plant and equipment; goodwill and intangible assets; costs of goods sold; and depreciation and amortization are remeasured from the foreign currency into U.S. dollars at historical exchange rates; other accounts are translated at current exchange rates. Gains and losses resulting from these remeasurements are included in income. Gains and losses resulting from foreign currency transactions are recognized currently in income.

Stock Option Plans:

The Company accounts for its stock-based compensation under the provisions of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" and related interpretations and provides disclosure related to its stock-based compensation under the provisions of SFAS No. 123, "Accounting for Stock-Based Compensation."

Earnings Per Share:

Prior to the Merger with Alpha Industries, Inc., Conexant's wireless business had no separate capitalization, therefore a calculation cannot be performed for weighted average shares outstanding to then calculate earnings per share. Pro forma basic earnings per share is calculated by dividing net income (loss) by the assumed pro forma weighted average number of common shares outstanding in fiscal 2002. Pro forma weighted average number of shares outstanding is calculated assuming the Merger had been consummated at the beginning of fiscal 2002. Pro forma diluted earnings per share includes the dilutive effect of stock options, if their effect is dilutive, using the treasury stock method. Options to purchase approximately 31.3 million shares were outstanding but not included in the computation of diluted earnings per share as the net loss for the fiscal year ended September 30, 2002 would have made their effect anti-dilutive.

Comprehensive (Loss) Income:

The Company accounts for comprehensive (loss) income in accordance with the provisions of SFAS No. 130, "Reporting Comprehensive Income." SFAS No. 130 is a financial statement presentation standard, which requires the Company to disclose non-owner changes included in equity but not included in net income or loss. Comprehensive loss presented in the combined financial statements of Conexant's net investment consists of Washington/Mexicali's net loss and foreign currency translation adjustments prior to the Merger. The foreign currency translation adjustments are not recorded net of any tax effect, as management does not expect to incur any tax liability or benefit related thereto. Accumulated other comprehensive loss, prior to the Merger, is included in Conexant's net investment in the combined balance sheets.

Supplemental Cash Flow Information:

Conexant made all income tax payments, prior to the Merger, on behalf of the Washington/Mexicali business.

Recent Accounting Pronouncements:

In July 2001, the Financial Accounting Standards Board (FASB) issued Statements No. 141, "Business Combinations" (SFAS No. 141), and No. 142, "Goodwill and Other Intangibles" (SFAS No. 142). SFAS No. 141 requires the use of the purchase method of accounting and eliminates the use of the pooling-of-interest method of accounting for business combinations. SFAS No. 141 also requires that the Company recognize acquired intangible assets apart from goodwill if the acquired intangible assets meet certain criteria. SFAS No. 141 applies to all business combinations initiated after June 30, 2001 and for purchase business combinations completed on or after July 1, 2001. The Company has adopted the provisions of SFAS No. 141. Upon adoption of SFAS No. 142, the Company is required to evaluate its existing intangible assets and goodwill that were acquired in purchase business combinations, and to make any necessary reclassifications in order to conform with the new classification criteria in SFAS No. 141 for recognition separate from goodwill. The Company will be required to reassess the useful lives and residual values of all intangible assets acquired, and make any necessary amortization period adjustments by the end of the first interim period after adoption. If an intangible asset is identified as having an indefinite useful life, the Company will be required to test the intangible asset for impairment in accordance with the provisions of SFAS No. 142 within the first interim period. Impairment is measured as the excess of carrying value over the fair value of an intangible asset with an indefinite life. Any impairment loss will be measured as of the date of adoption and recognized as the cumulative effect of a change in accounting principle in the first interim period.

In connection with SFAS No. 142's transitional goodwill impairment evaluation, the Statement requires the Company to perform an assessment of whether there is an indication that goodwill is impaired as of the date of adoption. To accomplish this, the Company must identify its reporting units and determine the carrying value of each reporting unit by assigning the assets and liabilities, including the existing goodwill and intangible assets, to those reporting units as of October 1, 2002. The Company will then have up to six months from October 1, 2002 to determine the fair value of each reporting unit and compare it to the carrying amount of the reporting unit. To the extent the carrying amount of a reporting unit exceeds the fair value of the reporting unit, an indication exists that the reporting unit goodwill may be impaired and the Company must perform the second step of the transitional impairment test. The second step is required to be completed as soon as possible, but no later than the end of the year of adoption. In the second step, the Company must compare the implied fair value of the reporting unit goodwill with the carrying amount of the reporting unit goodwill, both of which would be measured as of the date of adoption. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit to all of the assets (recognized and unrecognized) and liabilities of the reporting unit in a manner similar to a purchase price allocation, in accordance with SFAS No. 141. The residual fair value after this allocation is the implied fair value of the reporting unit goodwill. Any transitional impairment loss will be recognized as the cumulative effect of a change in accounting principle in the Company's statement of operations. The Company may be required to record a substantial transitional impairment charge as a result of adopting SFAS No. 142. The carrying value of goodwill and intangible assets, subject to the transitional impairment test, is approximately $907.5 million at September 30, 2002. Management is assessing the impact that adoption of SFAS No. 142 will have on our financial statements.

In August 2001, the Financial Accounting Standards Board issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," which supersedes previous guidance on financial accounting and reporting for the impairment or disposal of long-lived assets and for segments of a business to be disposed of. Adoption of SFAS 144 is required no later than the beginning of fiscal 2003. Management does not expect the adoption of SFAS 144 to have a significant impact on our financial position or results of operations. However, future impairment reviews may result in charges against earnings to write down the value of long-lived assets.

In April 2002 the FASB issued SFAS No. 145, "Rescission of FASB Statement No.'s 4, 44, and 64, Amendment of FASB Statement No. 13 and Technical Corrections", effective for fiscal years beginning May 15, 2002 or later. It rescinds SFAS No. 4, "Reporting Gains and Losses From Extinguishments of Debt", SFAS No. 64, "Extinguishments of Debt to Satisfy Sinking-Fund Requirements", and SFAS No. 44, "Accounting for Intangible Assets of Motor Carriers". This Statement also amends SFAS No. 13, "Accounting for Leases" to eliminate an inconsistency between the required accounting for sale-leaseback transactions and the required accounting for certain lease modifications that have economic effects that are similar to sale-leaseback transactions. This Statement also amends other existing authoritative pronouncements to make various technical corrections, clarify meanings or describe their applicability under changed conditions. The Company does not believe the impact of adopting SFAS No. 145 will have a material impact on its financial statements.

In June 2002 the FASB issued SFAS No. 146, "Accounting for Costs Associated With Exit or Disposal Activities". SFAS No. 146 requires companies to recognize costs associated with exit or disposal activities when they are incurred rather than at the date of commitment to an exit or disposal plan. This statement is effective for exit or disposal

activities initiated after December 31, 2002. We are assessing the impact that adoption of SFAS No. 146 will have on our financial statements.

NOTE 3 BUSINESS COMBINATIONS

MERGER WITH CONEXANT SYSTEMS, INC.'S WIRELESS BUSINESS

On December 16, 2001, Alpha, Conexant and Washington, a wholly owned subsidiary of Conexant, entered into a definitive agreement providing for the combination of Conexant's wireless business with Alpha. Under the terms of the agreement, Conexant would spin off its wireless business into Washington, including its gallium arsenide wafer fabrication facility located in Newbury Park, California, but excluding certain assets and liabilities, to be followed immediately by the Merger of this wireless business into Alpha with Alpha as the surviving entity in the Merger. The Merger was completed on June 25, 2002. Following the Merger, Alpha changed its corporate name to Skyworks Solutions, Inc.

Immediately following completion of the Merger, the Company purchased the Mexicali Operations for $150 million. For financial accounting purposes, the sale of the Mexicali Operations by Conexant to Skyworks Solutions was treated as if Conexant had contributed the Mexicali Operations to Washington as part of the spin-off, and the $150 million purchase price was treated as a return of capital to Conexant.

The Merger has been accounted for as a reverse acquisition whereby Washington was treated as the acquirer and Alpha as the acquiree, primarily because Conexant shareholders owned a majority, approximately 67 percent, of the Company upon completion of the Merger. Under a reverse acquisition, the purchase price of Alpha was based upon the fair market value of Alpha common stock for a reasonable period of time before and after the announcement date of the merger and the fair value of Alpha stock options. The purchase price of Alpha was allocated to the assets acquired and liabilities assumed by Washington, as the acquiring company for accounting purposes, based upon their estimated fair market value at the acquisition date. Because the Merger was accounted for as a purchase of Alpha, the historical financial statements of Washington/Mexicali became the historical financial statements of the Company after the merger. Since the historical financial statements of the Company after the Merger do not include the historical financial results of Alpha for periods prior to June 25, 2002, the financial statements may not be indicative of future results of operations or the historical results that would have resulted if the Merger had occurred at the beginning of a historical financial period.

In connection with the Merger, the Company identified duplicate facilities resulting in a write-down of fixed assets with historical carrying values of $92.4 million to $20.2 million, a reduction in workforce of approximately 210 employees at a cost of $4.8 million and facility exit or closing costs of $3.1 million. The effects of these actions are reflected in the purchase price allocation below.

The total purchase price was valued at approximately $1.2 billion and is summarized as follows:

(IN THOUSANDS)	
Fair market value of Alpha common stock	$1,054,111
Fair value of Alpha stock options	95,388
Estimated transaction costs of acquirer	33,606
Total	$1,183,105

The purchase price was allocated as follows:

(IN THOUSANDS)	
Working capital	$ 119,478
Property, plant and equipment	58,700
Amortized intangible assets	34,082
Unamortized intangible assets	2,300
Goodwill	905,219
In-process research and development	65,500
Long-term debt	(73)
Other long-term liabilities	(2,236)
Deferred compensation	135
Total	$ 1,183,105

The allocation of the purchase price is subject to revision, which is not expected to be material, based on the final valuation of plant, property and equipment acquired.

The following unaudited pro forma financial information presents the consolidated operations of the Company as if the June 25, 2002 Merger had occurred as of the beginning of the periods presented. This information gives effect to certain adjustments including increased amortization of intangibles and increased interest expense related to debt issued in conjunction with the Merger. In-process research and development of $65.5 million and other Merger-related expenses of $28.8 million have been excluded from the pro forma results as they are non-recurring and not indicative of normal operating results. This information is provided for illustrative purposes only, and is not necessarily indicative of the operating results that would have occurred had the Merger been consummated at the beginnings of the periods presented, nor is it necessarily indicative of any future operating results.

(in thousands, except per share data)	YEARS ENDED SEPTEMBER 30, 2002	2001
Net revenue	$ 543,091	$ 458,352
Net loss	$(301,684)	$(328,981)
Net loss per share (basic and diluted)	$ (2.20)	

In connection with the Merger in the third quarter of fiscal 2002, $65.5 million was allocated to purchased in-process research and development and expensed immediately upon completion of the acquisition (as a charge not deductible for tax purposes) because the technological feasibility of certain products under development had not been established and no future alternative uses existed.

Prior to the Merger, Alpha was in the process of developing new technologies in its semiconductor and ceramics segments. The objective of the in-process research and development effort was to develop new semiconductor processes, ceramic materials and related products to satisfy customer requirements in the wireless and broadband markets. The following table summarizes the significant assumptions underlying the valuations of the Alpha in-process research and development (IPR&D) at the time of acquisition.

(in millions)	Date Acquired	IPRD	Estimated costs to complete projects	Discount rate applied to IPRD
Alpha	June 25, 2002	$65.5	$10.3	30%

The semiconductor segment was involved in several projects that have been aggregated into the following categories based

on the respective technologies:

Power Amplifier

Power amplifiers are designed and manufactured for use in different types of wireless handsets. The main performance attributes of these amplifiers are efficiency, power output, operating voltage and distortion. Current research and development is focused on expanding the offering to all types of wireless standards, improving performance by process and circuit improvements and offering a higher level of integration.

Control Products

Control products consist of switches and switch filters that are used in wireless applications for signal routing. Most applications are in the handset market enabling multi-mode, multi-band handsets. Current research and development is focused on performance improvement and cost reduction by reducing chip size and increasing functionality.

Broadband

The products in this grouping consist of radio frequency (RF) and millimeter wave semiconductors and components designed and manufactured specifically to address the needs of high-speed, wireline and wireless network access. Current and long-term research and development is focused on performance enhancement of speed and bandwidth as well as cost reduction and integration.

Silicon Diode

These products use silicon processes to fabricate diodes for use in a variety of RF and wireless applications. Current research and development is focused on reducing the size of the device, improving performance and reducing cost.

Ceramics

The ceramics segment was involved in projects that relate to the design and manufacture of ceramic-based components such as resonators and filters for the wireless infrastructure market. Current research and development is focused on performance enhancements through improved formulations and electronic designs.

The material risks associated with the successful completion of the in-process technology are associated with the Company's ability to successfully finish the creation of viable prototypes and successful design of the chips, masks and manufacturing processes required. The Company expects to benefit from the in-process projects as the individual products that contain the in-process technology are put into production and sold to end-users. The release dates for each of the products within the product families are varied. The fair value of the in-process research and development was determined using the income approach. Under the income approach, the fair value reflects the present value of the projected cash flows that are expected to be generated by the products incorporating the in-process research and development, if successful.

The projected cash flows were discounted to approximate fair value. The discount rate applicable to the cash flows of each project reflects the stage of completion and other risks inherent in each project. The weighted average discount rate used in the valuation of in-process research and development was 30 percent. The IPR&D projects were expected to commence generating cash flows in fiscal 2003.

CONEXANT'S ACQUISITION OF PHILSAR SEMICONDUCTOR INC.

In May 2000, Conexant acquired Philsar Semiconductor Inc. ("Philsar"), which became a part of Conexant's wireless communications business. This acquisition has been accounted for as a contribution to the wireless business by Conexant and such contribution has been recorded in Conexant's net investment in the combined financial statements. Philsar was a developer of radio frequency semiconductor solutions for personal wireless connectivity, including emerging standards such as Bluetooth, and radio frequency components for third-generation (3G) digital cellular handsets. To effect the acquisition of Philsar, all of the then-outstanding capital stock of Philsar was exchanged for Philsar securities exchangeable at the option of the holders into an aggregate of approximately 2.5 million shares of Conexant common stock (including 248,000 exchangeable shares issued in fiscal 2001 upon the expiration of an indemnification period). The outstanding Philsar stock options were converted into options to purchase an additional 525,000 shares of Conexant common stock.

The total value of the consideration for the Philsar acquisition was $110.0 million. The value of the consideration paid was based on market prices of Conexant common stock at the time of announcement of the acquisition or, in the case of the additional consideration, at the time of resolution of the contingency. The value of the options converted (an average fair value of $36.12 per share) was determined using the Black-Scholes option pricing model, based upon their various exercise prices (which ranged from $5.47 to $9.41) and remaining contractual lives (ranging from 1.4 to 9.8 years) and the following additional assumptions: estimated volatility of 60%, risk-free interest rate of 5.9% and no dividend yield). The value of the consideration has been allocated among the assets and liabilities acquired, including identified intangible assets and IPRD, based upon estimated fair values. The excess of the value of the consideration over the net assets acquired was allocated to goodwill. The tangible assets acquired totaled $8.0 million, net of liabilities of $2.2 million, and included $7.7 million in cash. The total goodwill associated with this acquisition was $71.4 million and such amount is not deductible for tax purposes.

In connection with the acquisition of Philsar, $24.4 million was allocated to IPRD and expensed immediately upon completion of the acquisition (as a charge not deductible for tax purposes) because the technological feasibility of products under development had not been established and no future alternative uses existed. The fair value of the IPRD was determined using the income approach. Under the income approach, expected future after-tax cash flows from each of the projects or product families (projects) under development are estimated and discounted to their net present value at an appropriate risk-adjusted rate of return. Each project was analyzed to determine the technological innovations included in the project; the existence and utilization of core technology; the complexity, cost and time to complete the remaining development efforts; the existence of any alternative future use or current technological feasibility; and the stage of completion in development.

Future cash flows for each project used in the income approach were estimated based on forecasted revenues and costs, taking into account the expected life cycles of the products and the underlying technology, relevant market sizes and industry trends. The projected revenues used in the income approach were the revenues expected to be generated upon completion of the IPRD projects and the beginning of commercial sales, as estimated by management. The projections assume that the projects will be successful and that the products' development and commercialization meet management's estimated time schedule. The projected gross margins and operating expenses reflect the costs expected to be incurred for production, marketing, and ongoing development of the product families as estimated by management. The IPRD projects were expected to commence generating net cash inflows in fiscal 2001.

The projects were then classified as developed technology, IPRD or future development. The estimated future cash flows for each were discounted to approximate fair value. Discount rates of 30% for IPRD and 25% for developed technology were derived from a weighted-average cost of capital analysis, adjusted upward to reflect additional risks inherent in the development process, including the probability of achieving technological success and market acceptance. The IPRD charge includes the fair value of the portion of IPRD completed as of the date of acquisition. The fair values assigned to IPRD to-be-completed and future development are included in goodwill. Management is responsible for the amounts determined for IPRD, as well as developed technology, and believes the amounts are representative of fair values and do not exceed the amounts an independent party would pay for these projects.

The results of operations of Philsar are included in the combined financial statements from the date of acquisition. The pro forma combined statement of operations data for fiscal 2000 below assumes that the acquisition of Philsar had been completed as of the beginning of the fiscal year and includes amortization of goodwill and identified intangible assets from that date. However, the impact of the charge for IPRD has been excluded. This pro forma data is presented for informational purposes only, and is not necessarily indicative of the results of future operations nor of the results that would have been achieved had the acquisition of Philsar taken place at the beginning of fiscal 2000.

(Unaudited, in thousands)	2000
Net revenues	$ 379,161
Net loss	$ (62,326)

During the third quarter of fiscal 2002, the Company recorded a $45.8 million charge for the write-off of goodwill and other intangible assets associated with our fiscal 2000 acquisition of the Philsar Bluetooth business. Management has determined that the Company will not support the technology associated with the Philsar Bluetooth business.

Accordingly, this product line will be discontinued and the employees associated with the product line have either been severed or relocated to other operations. As a result of the actions taken, management determined that the remaining goodwill and other intangible assets associated with the Philsar acquisition had been impaired.

NOTE 4 SUPPLEMENTAL FINANCIAL STATEMENT DATA

Inventories consisted of the following (in thousands):

	SEPTEMBER 30, 2002	2001
Raw materials	$ 9,377	$ 3,626
Work-in-process	32,639	19,164
Finished goods	13,627	14,593
	$55,643	$37,383

Cost of goods sold for fiscal 2001 includes inventory write-downs of $58.7 million. These write-downs resulted from the sharply reduced end-customer demand experienced for digital cellular handsets in fiscal 2001. As a result of these market conditions, the Company experienced a significant number of order cancellations and a decline in the volume of new orders during fiscal 2001. The inventories written down during fiscal 2001 principally consisted of power amplifiers and radio frequency subsystem components which, in many cases, had been purchased or manufactured to satisfy expected customer demand.

The assessment of the recoverability of inventories, and the amounts of any write-downs, is based on currently available information and assumptions about future demand and the market conditions. Demand for products may fluctuate significantly over time, and actual demand and market conditions may be more or less favorable than those projected by management. In the event that actual demand is lower than originally projected, additional inventory write-downs may be required.

Some or all of the inventories which have been written down may be retained and made available for sale. In the event that actual demand is higher than originally projected, a portion of these inventories may be able to be sold in the future. Inventories which have been written-down and are identified as obsolete are generally scrapped.

Property, plant and equipment consist of the following (in thousands):

	SEPTEMBER 30, 2002	2001
Land	$ 11,578	$ 8,336
Land and leasehold improvements	6,583	11,730
Buildings	72,457	18,285
Machinery and equipment	341,702	396,268
Construction in progress	17,162	19,807
	449,482	454,426
Accumulated depreciation and amortization	(305,709)	(284,879)
	$ 143,773	$ 169,547

Goodwill and intangible assets consist of the following (in thousands):

	SEPTEMBER 30, 2002	2001
Goodwill	$ 905,219	$ 71,412
Developed technology	21,260	5,995
Customer relationships	12,700	--
Trademark	2,300	--
Other	122	793
	941,601	78,200
Accumulated depreciation and amortization	(915)	(20,594)
	$ 940,686	$ 57,606

Other current assets consist of the following (in thousands):

	SEPTEMBER 30, 2002	2001
Prepaid expenses	$17,050	$ --
Other	6,920	3,225
	$23,970	$ 3,225

Other current liabilities consist of the following (in thousands):

	SEPTEMBER 30, 2002	2001
Accrued merger expenses	$42,764	$ --
Product warranty accrual	13,372	3,414
Restructuring charges and exit costs	7,436	--
Accrued take or pay obligations	5,143	--
Other	15,848	4,390
	$84,563	$ 7,804

NOTE 5 BORROWING ARRANGEMENTS AND COMMITMENTS

LONG-TERM DEBT

Long-term debt consisted of the following (in thousands):

	SEPTEMBER 30, 2002	2001
Conexant Mexicali note	$150,000	$ --
Conexant revolving credit line used	30,000	--
CDBG Grant	168	--
	180,168	--
Less - current maturities	129	--
	$180,039	$ --

On September 30, 2002, the Company had $150 million in short-term promissory notes payable to Conexant pursuant to a financing agreement entered into in connection with the purchase of the Mexicali Operations. The notes were secured by the assets and properties of the Company. Unless paid earlier at the option of the Company or pursuant to mandatory prepayment provisions contained in the financing agreement with Conexant, fifty percent of the principal portion of the short-term promissory notes was due on March 24, 2003, and the remaining fifty percent of the notes was due on June 24, 2003. Interest on these notes was payable quarterly at a rate of 10% per annum for the first ninety days following June 25, 2002, 12% per annum for the next ninety days and 15% per annum thereafter. Because the Company refinanced these notes, the principal amount was classified on September 30, 2002 as a long-term note payable. In addition, on September 30, 2002 the Company had available a short-term $100 million loan facility from Conexant under the financing agreement to fund the

Company's working capital and other requirements. $75 million of this facility became available on or after July 10, 2002, and the remaining $25 million balance of the facility would have become available if the Company had more than $150 million of eligible domestic receivables. The entire principal of any amounts borrowed under the facility was due on June 24, 2003. There were $30 million of borrowings as of September 30, 2002 under this facility. Because the Company refinanced the amounts borrowed under this loan facility, the principal amount was classified on September 30, 2002 as a long-term note payable.

On November 13, 2002, Skyworks successfully closed a private placement of $230 million of 4.75 percent convertible subordinated notes due 2007. These notes can be converted into 110.4911 shares of common stock per $1,000 principal balance, which is the equivalent of a conversion price of approximately $9.05 per share. The net proceeds from the note offering were principally used to prepay debt owed to Conexant under the financing agreement. The payments to Conexant retired $105 million of the $150 million note relating to the purchase of the Mexicali Operations and repaid the $65 million principal amount outstanding as of November 13, 2002 under the loan facility, dissolving the $100 million facility and resulting in the release of Conexant's security interest in all assets and properties of the Company.

In connection with the prepayment by the Company of $105 million of the $150 million note owed to Conexant relating to the purchase of the Mexicali Operations, the remaining $45 million principal balance was exchanged for a new 15% convertible debt security with a maturity date of June 30, 2005. These notes can be converted into the Company's common stock at a conversion rate based on the applicable conversion price, which is subject to adjustment based on, among other things, the market price of the Company's common stock. Based on this adjustable conversion price, the Company expects that the maximum number of shares that could be issued under the note is approximately 7.1 million shares, subject to adjustment for stock splits and other similar dilutive occurrences.

The Company obtained a ten-year $960,000 loan from the State of Maryland under the Community Development Block Grant program. Quarterly payments are due through December 2003 and represent principal plus interest at 5% of the unamortized balance.

Aggregate annual maturities of long-term debt are as follows (in thousands):

FISCAL YEAR	
2003	$ 129
2004	39
2005	45,000
2006	--
2007	135,000
	$180,168

NOTE 6 INCOME TAXES

Loss before income taxes consisted of the following components (in thousands):

	YEARS ENDED SEPTEMBER 30,		
	2002	2001	2000
United States	$(151,214)	$(323,642)	$ (67,995)
Foreign	(104,439)	6,337	2,656
	$(255,653)	$(317,305)	$ (65,339)

The provision for income taxes from continuing operations consists of the following (in thousands):

	YEARS ENDED SEPTEMBER 30,		
	2002	2001	2000
Current tax expense			
Federal	$ --	$ --	$ --
Foreign	3,506	1,619	1,140
State	--	--	--
	3,506	1,619	1,140
Deferred tax expense (benefit)			
Federal	--	--	--
Foreign	(23,095)	--	--
State	--	--	--
	(23,095)	--	--
Net income tax expense (benefit)	$(19,589)	$ 1,619	$ 1,140

The actual income tax expenses (benefits) reported from operations are different than those which would have been computed by applying the federal statutory tax rate to income (loss) before income tax expenses (benefits). A reconciliation of income tax expense (benefit) as computed at the U.S. Federal statutory income tax rate to the provision for income tax expense (benefit) as follows (in thousands):

	YEARS ENDED SEPTEMBER 30,		
	2002	2001	2000
Tax (benefit) expense at U.S. statutory rate	$ (89,479)	$(111,057)	$ (22,869)
Foreign tax rate difference	3,529	(599)	210
Nondeductible amortization of intangible assets	16,151	5,099	1,752
Nondeductible in-process research and development	22,925	--	8,527
Pre-distribution loss not available to Skyworks	21,968	--	--
Research and development credits	(711)	(4,921)	(3,937)
State income taxes, net of federal benefit	--	(11,672)	(3,283)
Change in valuation allowance	5,947	123,466	19,870
Other, net	81	1,303	870
	$ (19,589)	$ 1,619	$ 1,140

Deferred income tax assets and liabilities consist of the tax effects of temporary differences related to the following (in thousands):

	SEPTEMBER 30, 2002	2001
Current:		
Inventories	$ 14,352	$ 31,836
Deferred revenue	258	2,779
Accrued compensation and benefits	1,914	1,872
Product returns, allowances and warranty	8,097	3,686
Restructuring	5,475	--
Deferred state taxes	--	(1,822)
Other - net	523	1,470
Current deferred income taxes	30,619	39,821
Long-term:		
Property, plant and equipment	25,712	30,876
Intangible assets	(13,029)	(2,337)
Retirement benefits and deferred compensation	931	1,299
Net operating loss carryforwards	27,003	125,456
Federal tax credits	3,904	16,918
State investment credits	2,672	4,801
Restructuring	28,297	--
Deferred state taxes	--	(10,071)
Other - net	(416)	531
Long-term deferred income taxes	75,074	167,473
Total deferred income taxes	105,693	207,294
Valuation allowance	(83,206)	(207,294)
Net deferred tax assets	$ 22,487	$ --

Based upon a history of significant operating losses, management has determined that it is more likely than not that historic and current year income tax benefits will not be realized except for certain future deductions associated with the Mexicali Operations in the post-Merger period. Consequently, no United States income tax benefit has been recognized relating to the U.S. operating losses. As of September 30, 2002, we have established a valuation allowance against all of our net U.S. deferred tax assets. The net change in the valuation allowance is principally due to Conexant retaining certain tax attributes, i.e. federal and state net operating loss and credit carryovers. Reduction of a portion of the valuation allowance may be applied to reduce the carrying value of goodwill. The portion of the valuation allowance for deferred tax assets for which subsequently recognized tax benefits will be applied to reduce goodwill related to the purchase consideration of the Merger with Alpha is approximately $24 million. Deferred tax assets have been recognized for foreign operations when management believes they will be recovered during the carry forward period. We do not expect to recognize any income tax benefits relating to future operating losses generated in the United States until management determines that such benefits are more likely than not to be realized. In 2002, the Company recorded a tax benefit of approximately $23 million related to the impairment of our Mexicali assets. A valuation allowance has not been established because the Company believes that the related deferred tax asset will be recovered during the carry forward period.

To the extent that Washington/Mexicali had filed separate tax returns as of September 30, 2001, the U.S. federal net operating loss carryforwards would have been approximately $316.3 million, which would expire at various dates through 2021, and aggregate state net operating loss carryforwards would have been approximately $295.3 million, which would expire at various dates through 2011. Washington/Mexicali would also have had U.S. Federal and state research and development tax credit carryforwards of approximately $11.5 million and $5.4 million, respectively. The U.S. Federal tax credits would expire at various dates through 2021, while the state credits would have no expiration date. California Manufacturers' Investment Credits of approximately $4.8 million would expire at various dates through 2009. These tax attributes include certain amounts that were retained by Conexant and are not available to be utilized in the separate tax returns of the combined company subsequent to the Merger and the combined company's purchase of the Mexicali Operations.

The research and development credits and the net operating losses shown above that relate to periods prior to the Merger are calculated as if Washington/Mexicali had filed separate tax returns. These tax attributes include certain amounts that were retained by Conexant and are not available to be utilized in the separate tax returns of the combined company subsequent to the Merger and the combined company's purchase of the Mexicali Operations.

As of September 30, 2002, the Company has U.S. federal net operating loss carryforwards of approximately $71.1 million which will expire at various dates through 2022 and aggregate state net operating loss carryforwards of approximately $33.4 million which will expire at various dates through 2007. The Company also has U.S. federal and state income tax credit carryforwards of approximately $5.7 million. The U.S. federal tax credits expire at various dates through 2022. The use of the pre-Merger net operating loss and tax credit carryovers from Alpha will be limited due to statutory tax restrictions resulting from the Merger and related changes in ownership. The annual limit on the utilization of pre-merger net operating losses has been estimated at $14 million. Pre-Merger credits would also be subject to the tax equivalent of the annual net operating loss limitation.

As part of the spin-off and the Merger, Washington, Conexant and Alpha entered into a tax allocation agreement which provides, among other things, for the allocation between Conexant and the combined company of certain tax liabilities relating to the Washington Business. In general, Conexant assumed and is responsible for tax liabilities of the Washington Business and Washington for periods prior to the Merger and the combined company has assumed and is responsible for tax liabilities of the Washington Business for periods after the Merger. Skyworks' obligations under the tax allocation agreement have been limited by the letter agreement dated November 6, 2002 entered into as part of the debt refinancing with Conexant.

NOTE 7 STOCKHOLDERS' EQUITY

COMMON STOCK

The Company is authorized to issue (1) 525,000,000 shares of common stock, par value $0.25 per share, and (2) 25,000,000 shares of preferred stock, without par value.

Holders of the Company's common stock are entitled to such dividends as may be declared by the Company's board of directors out of funds legally available for such purpose. Dividends may not be paid on common stock unless all accrued dividends on preferred stock, if any, have been paid or declared and set aside. In the event of the Company's liquidation, dissolution or winding up, the holders of common stock will be entitled to share pro rata in the assets remaining after payment to creditors and after payment of the liquidation preference plus any unpaid dividends to holders of any outstanding preferred stock.

Each holder of the Company's common stock is entitled to one vote for each such share outstanding in the holder's name. No holder of common stock is entitled to cumulate votes in voting for directors. The Company's second amended and restated certificate of incorporation provides that, unless otherwise determined by the Company's board of directors, no holder of common stock has any preemptive right to purchase or subscribe for any stock of any class which the Company may issue or sell.

At September 30, 2002 the Company had 137,589,146 shares of common stock issued and outstanding.

PREFERRED STOCK

The Company's second amended and restated certificate of incorporation permits the Company to issue up to 25,000,000 shares of preferred stock in one or more series and with rights and preferences that may be fixed or designated by the Company's board of directors without any further action by the Company's stockholders. The designation, powers, preferences, rights and qualifications, limitations and restrictions of the preferred stock of each series will be fixed by the certificate of designation relating to such series, which will specify the terms of the preferred stock.

At September 30, 2002 the Company had no shares of preferred stock issued and outstanding.

STOCK OPTIONS

The Company has stock option plans under which employees may be granted options to purchase common stock. Options are generally granted with exercise prices at not less than the fair market value on the grant date, generally vest over four years and expire ten years after the grant date. As of September 27, 2002, a total of 24.1 million shares are authorized for grant under the Company's long-term incentive plans. The number of common shares reserved for granting of future awards was 15.9 million at September 30, 2002.

In connection with Conexant's spin-off of Washington, options to purchase shares of Conexant common stock were adjusted so that immediately following the spin-off, option holders held options to purchase shares of Conexant common stock and options to purchase Washington common stock. In connection with the Merger, those options to purchase shares of Washington common stock were converted into options to purchase the Company's common stock, par value $0.25 per share. The terms of options to purchase the Company's common stock will be governed by the Washington Sub, Inc. 2002 Stock Option Plan, which was assumed by Skyworks in the Merger and which provides that such options will generally have the same terms and conditions applicable to the original Conexant options. These options are included in the following schedules and options related to non-employees are disclosed separately below.

A summary of stock option transactions follows (shares in thousands):

	SHARES	WEIGHTED AVERAGE EXERCISE PRICE OF SHARES UNDER PLAN
Balance outstanding prior to the close of the Merger	--	$ --
Recapitalization as a result of the Merger:		
Alpha options assumed	8,277	18.97
Conexant options assumed	23,188	20.80
Balance outstanding at June 25, 2002	31,465	$ 20.32
Granted	998	4.69
Exercised	(20)	2.08
Cancelled	(1,111)	23.35
Balance outstanding at September 30, 2002	31,332	$ 19.73

Options exercisable at the end of each fiscal year (shares in thousands):

	SHARES	WEIGHTED AVERAGE EXERCISE PRICE
2002	16,080	$19.86

The following table summarizes information concerning currently outstanding and exercisable options as of September 30, 2002 (shares in thousands):

RANGE OF EXERCISE PRICES	NUMBER OUTSTANDING	WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE (YEARS)	WEIGHTED AVERAGE OUTSTANDING OPTION PRICE	OPTIONS EXERCISABLE	WEIGHTED AVERAGE EXERCISE PRICE
$ 0.00 - $9.99	4,056	6.5	$ 6.15	1,529	$ 5.18
$10.00 - $19.99	13,157	5.7	$15.82	7,671	$16.03
$20.00 - $29.99	10,333	6.7	$21.97	5,025	$21.83
$30.00 - $39.99	2,431	5.9	$36.20	1,197	$36.69
$40.00 - $59.99	1,111	7.1	$45.05	525	$45.11
$60.00 - $210.35	244	4.6	$82.41	133	$83.39
	31,332	6.1	$19.73	16,080	$19.86

RESTRICTED STOCK AWARDS

The Company's long-term incentive plans provide for awards of restricted shares of common stock and other stock-based incentive awards to officers and other employees and certain non-employees. Restricted stock awards are subject to forfeiture if employment terminates during the prescribed retention period (generally within two years of the date of award) or, in certain cases, if prescribed performance criteria are not met. The fair value of restricted stock awards is charged to expense over the vesting period. There were not any restricted stock grants in fiscal 2002.

STOCK OPTION PLANS FOR DIRECTORS AND OTHER DIRECTORS

The Company has three stock option plans for non-employee directors -- the 1994 Non-Qualified Stock Option Plan, the 1997 Non-Qualified Stock Option Plan and the Directors' 2001 Stock Option Plan. Under the three plans, a total of 826,000 shares have been authorized for option grants. The three plans have substantially similar terms and conditions and are structured to provide options to non-employee directors as follows: a new director receives a total of 45,000 options upon becoming a member of the Board; and continuing directors receive 15,000 options after each Annual Meeting of Shareholders. Under these plans, the option price is the fair market value at the time the option is granted. Beginning in fiscal 2001, all options granted become exercisable 25% per year beginning one year from the date of grant. Options granted prior to fiscal 2001 become exercisable at a rate of 20% per year beginning one year from the date of grant. During fiscal 2002, 180,000 options were granted under these plans at a weighted average price $6.31. At September 30, 2002, a total of 522,000 options, net of cancellations, have been granted under these three plans. During fiscal 2002, no options were exercised under these plans. At September 30, 2002, 522,000 shares were outstanding and 256,500 shares were exercisable. Non-employee directors of the Company are also eligible to receive option grants under the Company's 1996 Long-Term Incentive Plan.

NON-EMPLOYEES RELATED TO THE MERGER

In connection with the Merger, as of September 30, 2002 non-employees, excluding directors, held 18,184,701 options at a weighted average price of $20.49. Effective June 25, 2002, a significant portion of Conexant's options outstanding were converted to Skyworks' options of equivalent value. The conversion of Conexant options into Skyworks' options was done in such a manner that (1) the aggregate intrinsic value of the options immediately before and after the exchange is the same, (2) the ratio of the exercise price per option to the market value per option is not reduced, and (3) the vesting provisions and options period of the replacement Skyworks' options are the same as the original vesting terms and option period of the Conexant options.

EMPLOYEE STOCK PURCHASE PLAN

The Company maintains a domestic and an international employee stock purchase plan. Under these plans, eligible employees may purchase common stock through payroll deductions of up to 10% of compensation. The price per share is the lower of 85% of the market price at the beginning or end of each six-month offering period. The plans provide for purchases by employees of up to an aggregate of 900,000 shares through December 31, 2006. The Company dissolved its employee stock purchase plan during the fourth quarter of fiscal 2002 and implemented a plan with substantially similar terms. Shares of 65,668 were purchased under this plan in fiscal 2002.

ACCOUNTING FOR STOCK-BASED COMPENSATION

The Company applies Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" and related interpretations in accounting for its stock option and employee stock purchase plans. Had compensation cost for the Company's stock option and stock purchase plans been determined based upon the fair value at the grant date for awards under these plans consistent with the methodology prescribed under SFAS No. 123, "Accounting for Stock-based Compensation," the Company's net (loss) income would have been as follows:

Pro forma information regarding net loss is required by SFAS No. 123. This information is required to be determined as if stock-based awards to employees had been accounted for under the fair value method of that Statement. Had compensation cost for stock option awards to employees of the Company been determined based on the fair value at the grant date for awards in

fiscal 2002 the pro forma net loss would have been approximately $236.6 million.

For purposes of pro forma disclosures under SFAS No. 123, the estimated fair value of the options is assumed to be amortized to expense over the options' vesting period. The fair value of the options granted has been estimated at the date of the grant using the Black-Scholes option pricing model with the following assumptions:

	2002
Expected volatility	70%
Risk free interest rate	2.2%
Dividend yield	--
Expected option life (years)	4.5
Weighted average fair value of options granted	1.87

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. In addition, option valuation models require input of highly subjective assumptions, including the expected stock price volatility. Because options held by employees and directors have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in the opinion of management, the existing models do not necessarily provide a reasonable measure of the fair value of these options.

STOCK WARRANTS

In connection with the Merger, the Company issued to Jazz Semiconductor, Inc. a warrant to purchase 1,017,900 shares of Skyworks common stock at a price of $24.02 per share. This warrant becomes exercisable in increments of 25% as of June 25, 2002, March 11, 2003, September 11, 2003 and March 11, 2004. The Company applied the Black-Scholes model to determine the fair value estimate and approximately $0.2 million was included in fiscal 2002 selling, general and administrative expenses related to this item. The warrant expires on January 20, 2005.

NOTE 8 EMPLOYEE BENEFIT PLAN

The Company maintains a 401(k) plan covering substantially all of its employees. All of the Company's employees who are at least 21 years old are eligible to receive a Company contribution. Discretionary Company contributions are determined by the Board of Directors and may be in the form of cash or the Company's stock. The Company contributes a match of 100% of the first 4%. For fiscal 2002, the Company contributed 128,836 shares of the Company's common stock valued at $0.6 million to fund the Company's obligation under the 401(k) plan in fiscal 2002.

Conexant sponsors various benefit plans for its eligible employees, including a 401(k) retirement savings plan, a retirement medical plan and a pension plan. Expenses allocated from Conexant under these employee benefit plans for Washington/Mexicali participants prior to the Merger were $1.0 million for fiscal 2002 and $1.3 million for both fiscal 2000 and 2001, respectively.

NOTE 9 COMMITMENTS

The Company has various operating leases primarily for computer equipment and buildings. Rent expense amounted to $7.1 million, $4.9 million and $3.7 million in fiscal 2002, 2001 2000, respectively. Purchase options may be exercised at various times for some of these leases. Future minimum payments under these noncancelable leases are as follows (in thousands):

FISCAL YEAR	
2003	$ 6,927
2004	6,799
2005	5,624
2006	4,755
2007	4,457
Thereafter	11,653
	$ 40,215

Under supply agreements entered into with Conexant in connection with the Merger, we will receive wafer fabrication, wafer probe and certain other services from Jazz Semiconductor's Newport Beach, California foundry, and we will provide wafer

fabrication, wafer probe, final test and other services to Conexant at our Newbury Park facility, in each case, for a three-year period after the Merger. We will also provide semiconductor assembly and test services to Conexant at our Mexicali facility.

During the term of one of our supply agreements with Conexant, our unit cost of goods supplied by Jazz Semiconductor Inc.'s Newport Beach foundry will continue to be affected by the level of utilization of the Newport Beach foundry joint venture's wafer fabrication facility and other factors outside our control. Pursuant to the terms of this supply agreement with Conexant, we are committed to obtain a minimum level of service from Jazz Semiconductor, Inc., a Newport Beach, California foundry joint venture between Conexant and The Carlyle Group to which Conexant contributed its Newport Beach wafer fabrication facility. The Company's expected minimum purchase obligations under the supply agreement will be approximately $64 million, $39 million and $13 million in fiscal 2003, 2004 and 2005, respectively. The Company estimated its obligation under this agreement would result in excess costs of approximately $13.2 million, which was recorded as a liability and charged to cost of sales in the third quarter of Fiscal 2002. During the fourth quarter of fiscal 2002, the Company reevaluated this obligation and reduced its liability and cost of sales by approximately $8.1 million in the quarter. With the exception of $5.1 million related to fiscal 2003 purchase obligations, which has been accrued in fiscal 2002, the Company currently anticipates meeting each of the annual minimum purchase obligations under the supply agreement with Conexant.

NOTE 10 CONTINGENCIES

Various lawsuits, claims and proceedings have been or may be instituted or asserted against the Company including those pertaining to product liability, intellectual property, environmental, safety and health, and employment matters. Management believes these are adequately provided for or will result in no significant additional liability to the Company.

On June 8, 2002 Skyworks Technologies, Inc. ("STI"), filed a complaint in the United States District Court, in the Central District of California, Southern Division, alleging trademark infringement, false designation of origin, unfair competition, and false advertising by the Company. Without a material impact to the financial statements, the Company reached an agreement on this matter with STI, which includes a release of all pending claims and an arrangement for mutual coexistence using the name Skyworks.

The semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark and other intellectual property rights to technologies that are important to our business and have demanded and may in the future demand that we license their technology.

The Company has assumed responsibility for all then current and future litigation (including environmental and intellectual property proceedings) against Conexant or its subsidiaries in respect of the operations of Conexant's wireless business in connection with the Merger.

The outcome of litigation cannot be predicted with certainty and some lawsuits, claims or proceedings may be disposed of unfavorably to the Company. Many intellectual property disputes have a risk of injunctive relief and there can be no assurance that a license will be granted. Injunctive relief could materially and adversely affect the financial condition or results of operations of the Company. Based on its evaluation of matters which are pending or asserted, and taking into account any reserves for such matters, management believes the disposition of such matters will not have a material adverse effect on the financial condition or results of operations of the Company.

NOTE 11 SPECIAL CHARGES

ASSET IMPAIRMENTS

During the third quarter of fiscal 2002, the Company recorded a $66.0 million charge for the impairment of the assembly and test machinery and equipment and related facility in Mexicali, Mexico. The impairment charge was based on a recoverability analysis prepared by management as a result of a significant downturn in the market for test and assembly services for non-wireless products and the related impact on the Company's current and projected outlook.

The Company has experienced a severe decline in factory utilization at its Mexicali facility for non-wireless products and projected decreasing revenues and new order volume. Management believes these factors indicated that the carrying value of the assembly and test machinery and equipment and related facility may have been impaired and that an impairment analysis should be performed. In performing the analysis for recoverability, management estimated the future cash flows expected to result from the manufacturing activities at the Mexicali facility over a ten-year period. The estimated future cash flows were based on a gradual phase-out of services sold to Conexant and modest volume increases consistent with management's view of the outlook for the business, partially offset by declining average selling prices. The declines in average selling prices are consistent with historical trends and management's decision to reduce capital expenditures for future capacity expansion. Since the estimated undiscounted cash flows were less than the carrying value (approximately $100 million based on historical cost) of the related assets, it was concluded that an impairment loss should be recognized. The impairment charge was determined by comparing the estimated fair value of the related assets to their carrying value. The fair value of the assets was determined by computing the present value of the estimated future cash flows using a discount rate of 24%, which

management believed was commensurate with the underlying risks associated with the projected future cash flows. The Company believes the assumptions used in the discounted cash flow model represented a reasonable estimate of the fair value of the assets. The write down established a new cost basis for the impaired assets.

During the third quarter of fiscal 2002, the Company recorded a $45.8 million charge for the write-off of goodwill and other intangible assets associated with our fiscal 2000 acquisition of the Philsar Bluetooth business. Management has determined that the Company will not support the technology associated with the Philsar Bluetooth business. Accordingly, this product line will be discontinued and the employees associated with the product line have either been severed or relocated to other operations. As a result of the actions taken, management determined that the remaining goodwill and other intangible assets associated with the Philsar acquisition had been impaired.

During the third quarter of fiscal 2001, the Company recorded an $86.2 million charge for the impairment of the manufacturing facility and related wafer fabrication machinery and equipment at the Company's Newbury Park, California facility. This impairment charge was based on a recoverability analysis prepared by management as a result of the dramatic downturn in the market for wireless communications products and the related impact on the then-current and projected business outlook of the Company. Through the third quarter of fiscal 2001, the Company experienced a severe decline in factory utilization at the Newbury Park wafer fabrication facility and decreasing revenues, backlog, and new order volume. Management believed these factors, together with its decision to significantly reduce future capital expenditures for advanced process technologies and capacity beyond the then-current levels, indicated that the value of the Newbury Park facility may have been impaired and that an impairment analysis should be performed. In performing the analysis for recoverability, management estimated the future cash flows expected to result from the manufacturing activities at the Newbury Park facility over a ten-year period. The estimated future cash flows were based on modest volume increases consistent with management's view of the outlook for the industry, partially offset by declining average selling prices. The declines in average selling prices are consistent with historical trends and management's decision to focus on existing products based on the current technology. Since the estimated undiscounted cash flows were less than the carrying value (approximately $106 million based on historical cost) of the related assets, it was concluded that an impairment loss should be recognized. The impairment charge was determined by comparing the estimated fair value of the related assets to their carrying value. The fair value of the assets was determined by computing the present value of the estimated future cash flows using a discount rate of 30%, which management believed was commensurate with the underlying risks associated with the projected cash flows. The Company believes the assumptions used in the discounted cash flow model represented a reasonable estimate of the fair value of the assets. The write-down established a new cost basis for the impaired assets.

RESTRUCTURING CHARGES

During fiscal 2002, the Company reduced its workforce through involuntary severance programs and recorded restructuring charges of approximately $3.0 million for costs related to the workforce reduction and the consolidation of certain facilities. The charges were based upon estimates of the cost of severance benefits for affected employees and lease cancellation, facility sales, and other costs related to the consolidation of facilities. Substantially all amounts accrued for these actions are expected to be paid within one year.

During fiscal 2001, Washington/Mexicali reduced its workforce by approximately 250 employees, including approximately 230 employees in manufacturing operations. Restructuring charges of $2.7 million were recorded for such actions and were based upon estimates of the cost of severance benefits for the affected employees. Substantially all amounts accrued for these actions are expected to be paid within one year.

Activity and liability balances related to the fiscal 2001 and fiscal 2002 restructuring actions are as follows (in thousands):

	Fiscal 2001 actions	Fiscal 2002 workforce reductions	Fiscal 2002 facility closings and other	Total
Charged to costs and expenses	$ 2,667			
Cash payments	(1,943)			
Restructuring balance, September 30, 2001	724	$ ---	$ ---	$ 724
Charged to costs and expenses	65	2,923	97	3,085
Cash payments	(789)	(2,225)	(13)	(3,027)
Restructuring balance, September 30, 2002	$ ---	$ 698	$ 84	$ 782

In addition, the Company assumed approximately $7.8 million of restructuring reserves from Alpha in connection with the Merger. On September 27, 2002 this balance was $6.7 million and substantially all amounts accrued are expected to be paid within one year.

NOTE 12 RELATED PARTY TRANSACTIONS

Historically, a significant portion of Conexant's semiconductor product assembly and test function has been performed by the Mexicali Operations. In addition, Conexant has purchased certain semiconductor products from the Newbury Park wafer fabrication facility included in Conexant's wireless business. Revenues and related costs of goods sold for products manufactured in the Newbury Park wafer fabrication facility and assembled and tested by the Mexicali Operations for Conexant have been separately presented in the combined statements of operations.

The Company has entered into various agreements with Conexant providing for the supply of gallium arsenide wafer fabrication and assembly and test services to Conexant, initially at substantially the same volumes as historically obtained by Conexant from Washington/Mexicali. The Company has also entered into agreements with Conexant providing for the supply to the Company of transition services by Conexant and silicon-based wafer fabrication services by Jazz Semiconductor, Inc., the Newport Beach, California foundry joint venture between Conexant and The Carlyle Group to which Conexant contributed its Newport Beach wafer fabrication facility. Historically, Washington/Mexicali has obtained a portion of its silicon-based semiconductors from the Newport Beach wafer fabrication facility. Pursuant to the supply agreement with Conexant, the Company is initially obligated to obtain certain minimum volume levels from Jazz Semiconductor based on a contractual agreement between Conexant and Jazz Semiconductor. Our expected minimum purchase obligations under this supply agreement are anticipated to be approximately $64 million, $39 million and $13 million in fiscal 2003, 2004 and 2005, respectively. The Company estimates that its minimum purchase obligation under this agreement will result in excess costs of approximately $5.1 million and has recorded this liability and charged to cost of sales in fiscal 2002.

Under transition services agreements with Conexant entered into in connection with the Merger, Conexant will continue to perform various research and development services for the Company at actual cost generally until December 31, 2002, unless the parties otherwise agree. To the extent the Company uses these services subsequent to the expiration of the specified term, the pricing is subject to negotiation.

NOTE 13 SEGMENT INFORMATION

The Company operates in one business segment, which designs, develops, manufactures and markets proprietary semiconductor products and system solutions for manufacturers of wireless communication products.

The Company has adopted SFAS No. 131, "Disclosures About Segments of an Enterprise and Related Information." SFAS No. 131 establishes standards for the way public business enterprises report information about operating segments in annual financial statements and in interim reports to shareholders. The method for determining what information to report is based on the way that management organizes the segments within the Company for making operating decisions and assessing financial performance. In evaluating financial performance, management uses sales and operating profit as the measure of the segments' profit or loss. Based on the guidance in SFAS No. 131, the Company has one operating segment for financial reporting purposes.

Geographic Information

Net revenues from customers other than Conexant by geographic area are presented based upon the country of destination. Net revenues from customers other than Conexant by geographic area are as follows (in thousands):

	YEARS ENDED SEPTEMBER 30,		
	2002	2001	2000
United States	$ 32,760	$ 18,999	$ 32,726
Other Americas	4,615	5,455	8,146
Total Americas	37,375	24,454	40,872
South Korea	237,681	142,459	167,269
Other Asia-Pacific	114,974	23,898	46,255
Total Asia-Pacific	352,655	166,357	213,524
Europe, Middle East and Africa	28,314	24,691	58,587
	$418,344	$215,502	$312,983

Long-lived assets principally consist of property, plant and equipment, goodwill and intangible assets. Long-lived assets by geographic area are as follows (in thousands):

	SEPTEMBER 30,	
	2002	2001
Assets		
United States	$1,063,163	$ 44,539
Mexico	52,730	126,730
Canada	387	58,373
Other	3,236	1,285
	$1,119,516	$ 230,927

NOTE 14 QUARTERLY FINANCIAL DATA (UNAUDITED)

(In thousands, except per share data)

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	YEAR
FISCAL 2002					
Sales	$ 93,760	$ 100,356	$ 112,980	$ 150,673	$ 457,769
Gross profit	15,954	29,433	20,063	60,711	126,161
Net loss	(34,297)	(18,339)	(181,945)	(1,483)	(236,064)
Per share data (1)					
Net loss basic	--	--	(1.33)	(0.01)	(1.72)
Net loss diluted	--	--	(1.33)	(0.01)	(1.72)
FISCAL 2001					
Sales	$ 85,496	$ 57,503	$ 51,045	$ 66,407	$ 260,451
Gross profit	(7,020)	(46,426)	(12,414)	14,808	(51,052)
Net loss	(53,964)	(100,160)	(142,425)	(22,375)	(318,924)

(1) Earnings per share calculations for each of the quarters are based on the weighted average number of shares outstanding and included common stock equivalents in each period. Prior to the Merger with Alpha Industries, Inc., Conexant's wireless business had no separate capitalization, therefore a calculation cannot be performed for weighted average shares outstanding to then calculate earnings per share.

NOTE 15 SUBSEQUENT EVENT

On November 13, 2002, the Company successfully closed a private placement of $230 million of 4.75 percent convertible subordinated notes due 2007. These notes can be converted into 110.4911 shares of common stock per $1,000 principal balance, which is the equivalent of a conversion price of approximately $9.05 per share. The net proceeds from the note offering were principally used to prepay debt owed to Conexant under a financing agreement entered into with Conexant immediately following the Merger. The payments to Conexant retired $105 million of the $150 million note relating to the purchase of the Mexicali Operations and repaid the $65 million principal amount outstanding as of November 13, 2002 under the loan facility, dissolving the $100 million facility and resulting in the release of Conexant's security interest in all assets and properties of the Company.

In connection with the prepayment by the Company of $105 million of the $150 million note owed to Conexant relating to the purchase of the Mexicali Operations, the remaining $45 million principal balance on the note was exchanged for new 15% convertible debt securities with a maturity date of June 30, 2005. These notes can be converted into the Company's common stock at a conversion rate based on the applicable conversion price, which is subject to adjustment based on, among other things, the market price of the Company's common stock. Based on this adjustable conversion price, the Company expects that the maximum number of shares that could be issued under the note is approximately 7.1 million shares, subject to adjustment for stock splits and other similar dilutive occurrences.

In addition to the retirement of $170 million in principal amount of indebtedness owing to Conexant, the Company also retained approximately $53 million of net proceeds of the private placement to support its working capital needs.

ITEM 9 CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Alpha's independent accountant was KPMG LLP ("KPMG") and Washington/Mexicali's independent accountant was Deloitte & Touche LLP ("Deloitte & Touche"). KPMG has continued to serve as the Company's independent accountant after consummation of the Merger. Because the Merger is being accounted for as a reverse acquisition, the financial statements of Washington/Mexicali constitute the financial statements of the Company as of the consummation of the Merger. Therefore, upon the consummation of the Merger on June 25, 2002, there was a change in the independent accountant for the Company's financial statements from Deloitte & Touche to KPMG, and accordingly, Deloitte & Touche was dismissed as the Company's independent accountant.

The reports of Deloitte & Touche on Washington/Mexicali's financial statements for the fiscal years ended September 30, 2000 and 2001 did not contain an adverse opinion or a disclaimer of opinion, nor were such reports qualified or modified as to uncertainty, audit scope or accounting principles. The decision to change accountants was approved by the Board of Directors.

During Washington/Mexicali's fiscal years ended September 30, 2000 and September 30, 2001 and through the subsequent interim period to June 25, 2002, Washington/Mexicali did not have any disagreement with Deloitte & Touche on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure that, if not resolved to Deloitte & Touche's satisfaction, would have caused Deloitte & Touche to make reference to the subject matter of the disagreement in connection with its report. During that time, there were no "reportable events" as set forth in Item 304(a)(1)(v)(A)-(D) of Regulation S-K ("Regulation S-K") adopted by the SEC.

KPMG (or its predecessors) has been the Alpha's independent accountant since 1975 and Alpha has regularly consulted KPMG (or its predecessors) since that time. Washington/Mexicali, as the continuing reporting entity for accounting purposes, has not consulted KPMG during Washington/Mexicali's last two fiscal years and through the interim period to June 25, 2002 regarding any of the matters specified in Item 304(a)(2) of Regulation S-K.

PART III

ITEM 10 DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The following table sets forth certain information with respect to our directors and executive officers during fiscal 2002:

Dwight W. Decker (3)	52	Chairman of the Board
David J. Aldrich (3)	45	President, Chief Executive Officer and Director
Paul E. Vincent	55	Vice President, Treasurer, Secretary and Chief Financial Officer
Kevin D. Barber	42	Senior Vice President, Operations
Liam K. Griffin	36	Vice President, Sales and Marketing
George M. LeVan	56	Vice President, Human Resources
Donald R. Beall (2)	63	Director
Moiz M. Beguwala (2)	56	Director
Timothy R. Furey (2)	44	Director
Balakrishnan S. Iyer (1)	46	Director
Thomas C. Leonard (1)	68	Director
David J. McLachlan (3)	64	Director

(1) Class I Director whose term expires at the 2002 Annual Meeting of our Stockholders

(2) Class II Director whose term expires at the 2003 Annual Meeting of our Stockholders

(3) Class III Director whose term expires at the 2004 Annual Meeting of our Stockholders

DWIGHT W. DECKER, age 52, has been Chairman of the Board since June 2002. Mr. Decker has also served as chairman of the board and Chief Executive Officer of Conexant since November 1998. He served as senior vice president of Rockwell International Corporation (electronic controls and communications) and president, Rockwell Semiconductor Systems from July 1998 to December 1998; Senior Vice President of Rockwell and president, Rockwell Semiconductor Systems (now Conexant) and Electronic Commerce from March 1997 to July 1998; and President, Rockwell Semiconductor Systems from October 1995 to March 1997. Mr. Decker has been a director of Conexant since its incorporation in 1996.

DAVID J. ALDRICH, age 45, has served as Chief Executive Officer, President and Director since April 2000. From September 1999 to April 2000, Mr. Aldrich served as President and Chief Operating Officer. From May 1996 to May 1999, when he was appointed Executive Vice President, Mr. Aldrich served as Vice President and General Manager of the semiconductor products segment. Mr. Aldrich joined us in 1995 as our Vice President, Chief Financial Officer and Treasurer. From 1989 to 1995, Mr. Aldrich held senior management positions at M/A-COM, Inc., a developer and manufacturer of radio frequency and microwave semiconductors, components and IP networking solutions, including Manager Integrated Circuits Active Products, Corporate Vice President Strategic Planning, Director of Finance and Administration and Director of Strategic Initiatives with the Microelectronics Division.

PAUL E. VINCENT, age 55, joined us as Controller in 1979 and has been Vice President and Chief Financial Officer since January 1997. Mr. Vincent was elected Secretary in September 1999. Prior to joining us, Mr. Vincent worked at Applicon Incorporated and, prior to that, Arthur Andersen & Co. Mr. Vincent is a CPA.

KEVIN D. BARBER, age 42, has served as Senior Vice President, Operations since June 2002. Mr. Barber served as Senior Vice President, Operations of Conexant from February 2001 to June 2002; Vice President, Internal Manufacturing from August 2000 to February 2001; Vice President, Device Manufacturing from March 1999 to August 2000; Vice President, Strategic

Sourcing from November 1998 to March 1999; and Director, Material Sourcing of Rockwell Semiconductor Systems (now Conexant) from May 1997 to November 1998.

LIAM K. GRIFFIN, age 36, has served as Vice President, Sales and Marketing since August 2001. Previously, Mr. Griffin was employed by Vectron International, a division of Dover Corp., as Vice President of Worldwide Sales from 1997 to 2001, and as Vice President of North American sales from 1995 to 1997. His prior experience included positions as a marketing manager at AT&T Microelectronics, Inc. and product and process engineer at AT&T Network Systems.

GEORGE M. LEVAN, age 56, has served as Vice President, Human Resources since June 2002. Previously, Mr. LeVan served as Director, Human Resources, from 1991 to 2002 and has managed our human resource department since joining us in 1982. Prior to 1982, he held human resource positions at Data Terminal Systems, Inc., W.R. Grace & Co., Compo Industries, Inc. and RCA.

DONALD R. BEALL, age 63, has been a Director since June 2002. He served as a director of Rockwell International Corporation from February 1978 to February 2001. He was Chairman of the Board of Rockwell from February 1988 to February 1998 and Chief Executive Officer of Rockwell from February 1988 to September 1997. Mr. Beall has also been a director of Conexant since 1998 and of Rockwell Collins, Inc., an avionics and communications company since June 2001. In addition to being a director of Rockwell Collins and Conexant, Mr. Beall is a director of The Procter & Gamble Company and a former director of Amoco Corporation, ArvinMeritor, Inc., Rockwell and The Times Mirror Company. He is a trustee of California Institute of Technology, a member of the Foundation Board of Trustees at the University of California, Irvine and an overseer of the Hoover Institution. He is also a member of The Business Council and numerous professional, civic and entrepreneurial organizations.

MOIZ M. BEGUWALA, age 56, has been a Director since June 2002. He is an executive employee of Conexant. He served as Senior Vice President and General Manager Wireless Communications of Conexant from January 1999 to June 2002. Prior to Conexant's spin-off from Rockwell International Corporation, Mr. Beguwala served as Vice President and General Manager Wireless Communications Division, Rockwell Semiconductor Systems, Inc. from October 1998 to December 1998; Vice President and General Manager Personal Computing Division, Rockwell Semiconductor Systems, Inc. from January 1998 to October 1998; and Vice President, Worldwide Sales, Rockwell Semiconductor Systems, Inc. from October 1995 to January 1998.

TIMOTHY R. FUREY, age 44, has been a Director since 1998. He also serves as chief executive officer of MarketBridge, a privately-owned sales and marketing strategy and technology professional services firm, since 1991. Prior to 1991, Mr. Furey held a variety of consulting positions with Boston Consulting Group, Strategic Planning Associates, Kaiser Associates and the Marketing Science Institute.

BALAKRISHNAN S. IYER, age 46, has been a Director since June 2002. He also has served as Senior Vice President and Chief Financial Officer of Conexant since December 1998 and as a director of Conexant since February 2002. Prior to joining Conexant, Mr. Iyer served as senior vice president and chief financial officer of VLSI Technology Inc. Prior to that, he was corporate controller for Cypress Semiconductor Corp. and Director of Finance for Advanced Micro Devices.

THOMAS C. LEONARD, age 68, has been a Director since August 1996. From April 2000 until June 2002 he served as Chairman of the Board. From September 1999 to April 2000, he served as Chief Executive Officer. From July 1996 to September 1999, he served as President and Chief Executive Officer. Mr. Leonard joined us in 1992 as a Division General Manager and was elected a Vice President in 1994. Mr. Leonard has over thirty years' experience in the microwave industry, having held a variety of executive and senior level management and marketing positions at M/A-COM, Inc., Varian Associates, Inc. and Sylvania. Mr. Leonard is a director of the Massachusetts Telecommunications Council.

DAVID J. MCLACHLAN, age 64, has been a Director since 2000. He also was the Executive Vice President and Chief Financial Officer of Genzyme Corporation, a biotechnology company, from 1989 to 1999. Mr. McLachlan is currently a senior adviser to Genzyme's chairman and chief executive officer. Prior to joining Genzyme, Mr. McLachlan served as Vice President, Finance of Adams-Russell Company, an electronic component supplier and cable television franchise owner. Mr. McLachlan also serves on the boards of directors of Dyax Corporation, a biotechnology company, and HEARx, Ltd., a hearing care services company.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16 (a) of the Securities Exchange Act of 1934, as amended, requires the Company's directors and executive officers to file reports of holdings and transactions of securities of the Company with the SEC. Based on Company records, and other information, the Company believes that all SEC filing requirements applicable to its directors and executive officers with respect to the Company's fiscal year ended September 27, 2002 were met, except that (i) George M. LeVan, upon his appointment as an executive officer of the Company, failed to timely file one Form 3, and (ii) Dwight W. Decker, the Chairman of the Board, filed an amended Form 3 to disclose ownership of certain options to purchase shares of the Company's common stock that were not reflected on his original Form 3.

ITEM 11 EXECUTIVE COMPENSATION

COMPENSATION OF EXECUTIVE OFFICERS

The following table presents information about total compensation received during the last three completed fiscal years by the Chief Executive Officer and the four next most highly compensated persons serving as executive officers for the periods indicated, except as noted in the footnotes below (the "Named Executives").

SUMMARY COMPENSATION TABLE

		ANNUAL COMPENSATION		LONG-TERM COMPENSATION AWARDS		
NAME AND PRINCIPAL POSITION	FISCAL YEAR (1)	SALARY	BONUS	RESTRICTED STOCK AWARDS (#)	SECURITIES UNDERLYING OPTION (#)	ALL OTHER COMPENSATION (2)
David J. Aldrich	2002-S	$174,462	$ --	--	475,000	
President and Chief Executive Officer	2002	$351,154	$ --	--	160,000	$ 8,922
	2001	$336,615	$ --	--	150,000	$ 8,550
	2000	$278,269	$284,800	--	120,000	$ 6,839
Kevin D. Barber	2002(3)	$253,846	$ --	--	84,552	$ 7,685
Senior Vice President, Operations ...	2001(3)	$232,766	$ 74,850	--	14,304	$ 26,711(4)
	2000(3)	$185,099	$ --	--	12,280	$ 6,345
Liam K. Griffin	2002-S	$115,885	$ --	--	100,000	
Vice President, Sales and Marketing .	2002	$130,039	$ 25,000 (5)	--	100,000	$ 1,062
Richard Langman	2002-S	$118,728	$ --	--	60,000	
Vice President, Ceramic Products and	2002	$244,731	$ --	--	45,000	$ 7,369
President of Trans-Tech, Inc.	2001	$223,846		--	42,000	$ 5,169
	2000	$223,269	$ 173,000	--	20,000	$ 63,620(6)
Paul E. Vincent	2002-S	$112,431	$ --	--	90,000	
Vice President and	2002	$226,385	$ --	--	50,000	$ 8,956
Chief Financial Officer	2001	$217,462	$ --	--	60,000	$ 9,681
	2000	$190,192	$186,400	--	50,000	$ 8,571

(1) References to 2002-S refer to the period beginning March 29, 2002 and ending September 27, 2002. References to the Company's 2002, 2001 and 2000 fiscal years refer to the fiscal years of Alpha ended March 31, 2002, April 1, 2001 and April 2, respectively. In connection with the Merger on June 25, 2002, the Company changed its fiscal year-end from the Sunday closest to March 31 to the Friday closest to September 30.

(2) "All Other Compensation" includes service awards and the Company's contributions to the executive officer's 401(k) plan account (including contributions for the fourth quarter of each fiscal year, which were included in the year of accrual but not distributed until the subsequent fiscal year).

(3) Mr. Barber joined the Company as an executive officer in connection with the Merger on June 25, 2002. Prior to June 25, 2002, Mr. Barber was an executive officer of Washington/Mexicali. References to the fiscal year for Mr. Barber refer to the fiscal year of Skyworks ending September 27, 2002 and the prior fiscal years of Washington/Mexicali ended September 2001, and September 2000.

(4) Includes Washington/Mexicali's and Skyworks' contributions to the executive officer's 401(k), and a $21,154 cashout of accrued vacation.

(5) In connection with his joining the Company in July 2001, Mr. Griffin received a sign-on bonus and a grant of Company stock options.

(6) Includes $42,384 for relocation expenses paid to Mr. Langman during 2000.

The following tables provide information about stock options granted and exercised by each of the Named Executives in fiscal 2002 and the value of options held by each at September 27, 2002:

OPTION GRANTS IN LAST FISCAL YEAR

Name	Number of Securities Underlying Options Granted (#)	Percent of Total Options Granted to Employees in Fiscal Year	Exercise or Base Price ($ / Share)	Expiration Date	Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term 5%	10%
David J. Aldrich	175,000	5.13	$12.65	4/25/2012	$1,392,215	$3,528,147
	300,000	8.80	$ 4.99	6/26/2012	$ 941,455	$2,385,832
Kevin D. Barber	75,000	2.20	$ 4.99	6/26/2012	$ 235,364	$ 596,458
Liam K. Griffin	50,000	1.47	$12.65	4/25/2012	$ 397,776	$1,008,042
	50,000	1.47	$ 4.99	6/26/2012	$ 156,909	$ 397,639
Richard Langman	45,000	1.32	$12.65	4/25/2012	$ 357,998	$ 907,238
	15,000	0.44	$ 4.99	6/26/2012	$ 47,073	$ 119,292
Paul E. Vincent	50,000	1.47	$12.65	4/25/2012	$ 397,776	$1,008,042
	40,000	1.17	$ 4.99	6/26/2012	$ 125,527	$ 318,111

The options vest at a rate of 25% per year commencing one year after the date of grant, provided the holder of the option remains employed by the Company. Options may not be exercised beyond three months after the holder ceases to be employed by the Company, except in the event of termination by reason of death, retirement or permanent disability, in which event the option may be exercised for specific periods not exceeding one year following termination. The assumed annual rates of stock price appreciation stated in the table are dictated by regulations of the Securities and Exchange Commission, and are compounded annually for the full term of the options; actual outcomes may differ.

AGGREGATED OPTION EXERCISES IN LAST FISCAL YEAR AND FISCAL YEAR END OPTION VALUES

	Shares Acquired On Exercise	Value Realized	Number of Securities Underlying Unexercised Options at September 27, 2002 (#)		Value of Unexercised In-The-Money Options at September 27, 2002 ($)	
	(#)	($)	Exercisable	Unexercisable	Exercisable	Unexercisable
David J. Aldrich	--	$ --	256,000	733,000	$ 116,736	$ 14,670
Kevin D. Barber	--	$ --	44,694	126,609	$ --	$ --
Liam K. Griffin	--	$ --	25,000	175,000	$ --	$ --
Richard Langman	--	$ --	156,250	122,750	$ 272,000	$ --
Paul E. Vincent	--	$ --	88,500	189,500	$ 52,704	$ 11,736

The values of unexercised options in the foregoing table are based on the difference between the $4.77 closing price of Skywork's common stock at September 27, 2002, the end of the 2002 fiscal year, on the Nasdaq National Market, and the respective option exercise price.

EXECUTIVE COMPENSATION

Our executives are eligible for awards of nonqualified stock options, incentive stock options and restricted stock awards under our applicable stock option plans. These stock options plans are administered by the Compensation Committee of the Board of Directors. Generally, the exercise price at which an executive may purchase Skyworks' common stock pursuant to a stock option is the fair market value of Skyworks' common stock on the date of grant. Stock options are granted subject to restrictions on vesting, with equal portions of the total grant generally vesting over a period of four years. Our stock options are subject to forfeiture (after certain grace periods) upon termination of employment, retirement, disability or death. Restricted stock awards involve the issuance of shares of common stock which may not be transferred or otherwise encumbered, subject to certain exceptions, for varying amounts of time, and which will be forfeited, in whole or in part, if the executive terminates his or her employment with Skyworks. No restricted stock awards were made in fiscal 2002; stock option grants to the Named Executives during the fiscal year are discussed above under the caption "Option Grants in Last Fiscal Year".

Senior executives of the Company are also eligible to receive target incentive compensation under which a percentage of each executive's total cash compensation is tied to the accomplishment of specific financial objectives during the 2002 fiscal year. As a result of a challenging economic and business environment during the fiscal year, the Company did not achieve the annual performance targets set by the Board of Directors, and no incentive bonuses were paid to senior executives with respect to fiscal 2002. Senior executives also may participate in the Company's Executive Compensation Plan (the "Executive Compensation Plan"), an unfunded, non-qualified deferred compensation plan, under which participants may defer a portion of their compensation. Deferred amounts are held in a trust. Participants defer recognizing taxable income on the amount held for their benefit until the amounts are paid. The Company, in its sole discretion, may make additional contributions to the accounts of participants. Participants normally receive the deferred amounts upon retirement. Special rules are provided for distributions in the case of a participant's death or disability, a change in control of the Company, early retirement, and unforeseen emergencies. The Named Executives each participated in the Executive Compensation Plan during the 2002 fiscal year. The Company did not make any discretionary contributions to their accounts during fiscal 2002.

COMPENSATION COMMITTEE REPORT ON EXECUTIVE COMPENSATION

The Compensation Committee of the Board of Directors is responsible for developing and making recommendations with respect to executive compensation. The Compensation Committee determines the compensation to be paid to the Chief Executive Officer of Skyworks and each of the Company's executives who report directly to him (the "Senior Executives").

The objective of the Compensation Committee in determining the type and amount of executive compensation is to provide a level of compensation that allows Skyworks to attract and retain superior talent, to achieve its business objectives, and to align the financial interests of the Senior Executives with the stockholders of Skyworks. The elements of compensation for the Senior Executives are base salary, short-term cash incentives, long-term stock-based incentives and retirement plans.

Compensation for Skyworks' Chief Executive Officer and the other Senior Executives, including salary and short- and long-term incentives, is established at levels competitive with the compensation of comparable executives in similar companies. The Compensation Committee periodically utilizes studies from independent compensation experts on executive compensation in comparable high technology and semiconductor companies. Based on these studies, the Compensation Committee establishes base salaries, and target incentive bonuses and stock option compensation, so as to set the combined value near the median of the range indicated by the studies. In establishing individual compensation, the Compensation Committee considers the individual experience and performance of the executive, as well as the performance of Skyworks. The Compensation Committee also considers the recommendations of the Chief Executive Officer regarding the salaries of the other Senior Executives.

Short-term incentive compensation for each Senior Executive is established annually by the Compensation Committee, by tying a portion of each Senior Executive's total cash compensation to the accomplishment of specific financial objectives. The Compensation Committee established aggressive forward-looking incentive targets for Skyworks' Senior Executives for fiscal 2002. As a result of a challenging business environment in that time period, the Company did not achieve these targets. Taking this and other factors into account, no short-term incentive compensation was awarded to Skyworks' Senior Executives for fiscal 2002.

Long-term, stock-based compensation has been provided to Senior Executives under Skyworks' long-term incentive plan ("the LTIP"). Under the LTIP, the Compensation Committee has, in the past, awarded nonqualified stock options, and incentive stock options. It also has the ability to offer restricted stock awards. Restricted stock awards involve the issuance of shares of common stock that may not be transferred or otherwise encumbered, subject to certain exceptions, for varying amounts of time, and which will be forfeited, in whole or in part, if the employee terminates his or her employment with Skyworks. These programs are intended to tie the value of the Senior Executive's compensation to the long-term value of Skyworks' common stock.

Skyworks also permits executives and other employees to purchase Skyworks common stock at a discount through the Company's Employee Stock Purchase Plan. Skyworks' executives may also participate in the Company's 401(k) Plan, under which Skyworks' employer contribution has in recent years been made in the form of Skyworks common stock.

The stock ownership afforded under the LTIP, the Employee Stock Purchase Plan and the 401(k) Plan encourages Skyworks' executives to acquire, long-term stock ownership positions, and helps to align the executives' interests with stockholders' interests.

A final component of executive compensation provides executives with a means to defer recognition of income. Executives designated by the Compensation Committee may participate in the Skyworks Executive Compensation Plan, which is discussed under "Executive Compensation Plan" in the Proxy Statement.

The Compensation Committee established the compensation of Mr. Aldrich, President and Chief Executive Officer, under the same criteria used to determine the compensation of the other Senior Executives, as described above. Mr. Aldrich's compensation was linked to Skyworks' performance during the fiscal year by structuring a substantial portion of his compensation in the form of stock options and a target incentive bonus based on the accomplishment of specific financial objectives. Mr. Aldrich's total compensation plan for fiscal 2002 was in the middle range of those for chief executive officers of similar companies, according to studies prepared by independent compensation consultants. During fiscal 2002, Mr. Aldrich received a salary of $360,000 and options to purchase 475,000 shares of common stock at the fair market value of Skyworks common stock on the dates of the option grants. As a result of the challenging business environment that persisted during the fiscal year, Skyworks did not exceed the performance targets that the Board had established in Mr. Aldrich's compensation plan, and no incentive bonus was awarded to Mr. Aldrich for fiscal 2002.

Section 162(m) of the Internal Revenue Code limits the tax deductibility by a publicly held corporation of compensation in excess of $1 million paid to certain of its executive officers. However, this deduction limitation does not apply to certain "qualified performance-based compensation" within the meaning of the Internal Revenue Code and the regulations promulgated thereunder. The Compensation Committee has considered the limitations on deductions imposed by Section 162(m), and it is The Compensation Committee's intention to structure executive compensation to minimize the application of the deduction limitations of Section 162(m) insofar as consistent with the Compensation Committee's overall compensation objectives.

Based on the recommendations of the Compensation Committee, Skyworks has entered

into severance agreements with certain Senior Executives. Such agreements do not guarantee salary, position or benefits, but provide salary continuation and other benefits in the event of a termination after a change in control or certain other terminations, as described under the heading "Employment and Severance Agreements" in this Form 10-K.

THE COMPENSATION COMMITTEE
Donald R. Beall, Chairman
Timothy Furey

COMPENSATION OF DIRECTORS

Directors who are not employees of Skyworks are paid a quarterly retainer of $7,500 plus an additional $1,000 for each Board meeting attended in person or $500 for each Board meeting attended by telephone. Directors who serve as chairman of a committee of the Board of Directors receive an additional quarterly retainer of $625, and those who serve on a committee but are not chairman receive an additional quarterly retainer of $312.50. In addition, each new non-employee director receives an option to purchase 45,000 shares of common stock immediately following the earlier of Skyworks' Annual Meeting of Stockholders at which the director is first elected by the stockholders or following his initial appointment by the Board of Directors. In addition, following each Annual Meeting of Stockholders each director who is continuing in office or re-elected receives an option to purchase 15,000 shares of common stock. The exercise price of stock options granted to directors is the fair market value on the day of grant. During fiscal 2001 and prior years, option grants to directors were made from the 1994 and 1997 Non-Qualified Stock Option Plans for Non-Employee Directors. Stock option grants to directors for fiscal 2002 were made under the 2001 Directors' Stock Option Plan. Non-employee directors of the Company are also eligible to receive option grants under the Company's 1996 Long-Term Incentive Plan.

In connection with the Merger and their appointment to the Board of Directors, each of Messrs. Beall, Beguwala, Decker and Iyer were granted an option to purchase 45,000 shares of common stock on June 25, 2002 at the fair market value thereof under our Directors' 2001 Stock Option Plan.

In connection with the Merger and their continued service on the Board of Directors, each of Messrs. Furey, Leonard and McLachlan were granted an option to purchase 45,000 shares of common stock on August 1, 2002 at the fair market value thereof under our 1996 Long-Term Incentive Plan. Messrs. Furey, Leonard and McLachlan were not granted any options to purchase shares of common stock under our Directors' 2001 Stock Option Plan during the fiscal year ended September 27, 2002.

EMPLOYMENT AND SEVERANCE AGREEMENTS

The Company does not have any employment agreements with any of the Named Executives. The Company has severance agreements with the Messrs. Aldrich, Langman and Vincent under which each is entitled to receive various benefits in the event that his employment is terminated within two years after a change in control of Alpha, or if his employment is terminated by Alpha at any time without good cause. In these cases, the officer will receive two years of salary continuation, and all of the officer's stock options will vest immediately. Mr. Aldrich's severance agreement provides that he is also entitled to various benefits in the event he voluntarily terminates his employment for certain reasons. The term of these agreements is indefinite.

STOCK PERFORMANCE GRAPH

The following graph shows the change in Skyworks' cumulative total stockholder return for the last five fiscal years, based upon the market price of Skyworks' common stock, compared with: (i) the cumulative total return on the Standard & Poor's 500 Index and (ii) the Standard & Poor's 500 Semiconductor Index. The graph assumes a total initial investment of $100 as of September 27, 1997, and shows a "Total Return" that assumes reinvestment of dividends, if any, and is based on market capitalization at the beginning of each period.

ANNUAL RETURN PERCENTAGE TABLE

	Years Ended September 30,				
Company/Index	1998	1999	2000	2001	2002
Skyworks Solutions, Inc.	(38.5)	643.8	20.8	(43.1)	(76.6)
S&P 500 Index	(9.1)	27.8	13.3	(26.6)	(20.5)
S&P 500 Semiconductors	(13.3)	93.5	31.3	(60.1)	(36.4)

INDEXED RETURNS TABLE

		Years Ended September 30,				
Company/Index	Base Period 1997	1998	1999	2000	2001	2002
Skyworks Solutions, Inc.	100	61.5	457.4	552.4	314.1	73.5
S&P 500 Index	100	109.1	139.4	157.9	115.9	92.1
S&P 500 Semiconductors	100	86.7	167.8	220.2	86.5	55.0

The stock price information shown on the above stock performance graph, annual return percentage table and indexed returns table are not necessarily indicative of future price performance. Information used on the graph and in the tables was obtained from Standard & Poor's, a source believed to be reliable, but the Company is not responsible for any errors or omissions in such information.

Skyworks' common stock is traded on the Nasdaq National Market under the symbol "SWKS". Prior to June 25, 2002 Skyworks' common stock was traded on the Nasdaq National Market under the symbol "AHAA".

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

The Compensation Committee of the Board of Directors consists of Mr. Beall and Mr. Furey, each of whom are outside directors. No member of this committee was at any time during the past fiscal year an officer or employee of the Company, was formerly an officer of the Company or any of its subsidiaries, or had any employment relationship with the Company. During the last fiscal year, none of the Company's executive officers served as:

- a member of the compensation committee (or other committee of the board of directors performing equivalent functions or, in the absence of any such committee, the entire board of directors) of another entity, one of whose executive officers served on the Compensation Committee of the Company;

- a director of another entity one of whose executive officers served on the Compensation Committee of the Company; or

- a member of the compensation committee (or other committee of the board of directors performing equivalent functions or, in the absence of any such committee, the entire board of directors) of another entity, one of whose executive officers served as a director of the Company.

ITEM 12 SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth the beneficial ownership of the Company's common stock as of December 04, 2002 by the following individuals or entities: (i) each person who beneficially owns 5% or more of the outstanding shares of the Company's common stock as of December 4, 2002; (ii) the Named Executives; (iii) each director and nominee for director; and (iv) all current executive officers and directors of the Company, as a group.

Beneficial ownership is determined in accordance with the rules of the SEC. As of December 4, 2002, there were 137,899,732 shares of Skyworks common stock issued and outstanding.

In computing the number of shares of Company common stock beneficially owned by a person and the percentage ownership of that person, shares of Company common stock that will be subject to options held by that person that are currently exercisable or that are exercisable within 60 days of January 10, 2002 are deemed outstanding. These shares are not, however, deemed outstanding for the purpose of computing the percentage ownership of any other person.

Names and Addresses of Beneficial Owners (1)	Number of Shares Beneficially Owned (2)	Percent of Class
David J. Aldrich	311,224(3)	(*)
Kevin D. Barber	63,888(3)(4)	(*)
Donald R. Beall	469,682(4)(5)	(*)
Moiz M. Beguwala	328,388(4)	(*)
Dwight W. Decker	1,186,578(4)	(*)
Timothy R. Furey	77,250	(*)
Liam K. Griffin	26,954(3)	(*)
Balakrishnan Iyer	300,801(4)	(*)
Richard Langman	169,555	(*)
Thomas C. Leonard	100,951(3)	(*)
George M. LeVan	53,228(3)	(*)
David J. McLachlan	28,850(2)	(*)
Paul E. Vincent	162,563(3)	(*)
All directors and executive officers as a group	3,279,912(3)(4)(5)	2.38%

*Less than 1%

(1) Each person's address is the address of the Company. Unless otherwise noted, shareholders have sole voting and investment power with respect to shares, except to the extent such power may be shared by a spouse or otherwise subject to applicable community property laws.

(2) Includes the number of shares of Company common stock that will be subject to options held by that person that are currently exercisable or exercisable within 60 days of January 10, 2002 (the "Current Options"), as follows: Aldrich - 256,000 shares under Current Options; Barber - 60,440 shares under Current Options; Beall - 246,231 shares under Current Options; Beguwala - 316,348 shares under Current Options; Decker - 1,140,218 shares under Current Options; Furey - 77,250 shares under Current Options; Griffin - 25,000 shares under Current Options; Iyer - 295,314 shares under Current Options; Leonard - 37,500 shares under Current Options; LeVan - 44,384 shares under Current Options; McLachlan - 26,250 shares under Current Options; Vincent - 88,500 shares under Current Options; all directors and executive officers as a group - 2,613,434 shares under Current Options.

(3) Includes shares held in the Company's 401(k) savings plan.

(4) Includes shares held in savings plan(s) of Conexant Systems, Inc., and/or Rockwell Automation, Inc., which arose out of the distribution in the Merger of Skyworks' shares for shares of Conexant Systems, Inc. held in those plans.

(5) Excludes 101,151 shares held in trust for Mr. Beall's adult son not living in his household for which Mr. Beall disclaims beneficial ownership.

EQUITY COMPENSATION PLAN INFORMATION

The Company maintains nine equity compensation plans under which our equity securities are authorized for issuance to our employees and/or directors:

- - the 1986 Long-Term Incentive Plan;
- - the 1994 Non-Qualified Stock Option Plan;
- - the 1996 Long-Term Incentive Plan;
- - the 1997 Non-Qualified Stock Option Plan;
- - the 1999 Employee Long-Term Incentive Plan;
- - the Directors' 2001 Stock Option Plan;
- - the Non-Qualified Employee Stock Purchase Plan;
- - the 2002 Employee Stock Purchase Plan; and
- - the Washington Sub, Inc. 2002 Stock Option Plan.

Except for the Non-Qualified Employee Stock Purchase Plan, the 2002 Employee Stock Purchase Plan, the 1999 Employee Long-Term Incentive Plan and the Washington Sub, Inc. 2002 Stock Option Plan, each of the foregoing equity compensation plans was approved by our stockholders. The following table presents information about these plans as of September 27, 2002.

PLAN CATEGORY	NUMBER OF SECURITIES TO BE ISSUED UPON EXERCISE OF OUTSTANDING OPTIONS, WARRANTS, AND RIGHTS	WEIGHTED-AVERAGE EXERCISE PRICE OF OUTSTANDING OPTIONS, WARRANTS AND RIGHTS	NUMBER OF SECURITIES REMAINING AVAILABLE FOR FUTURE ISSUANCE UNDER EQUITY COMPENSATION PLANS (EXCLUDING SECURITIES REFLECTED IN COLUMN (A))
	(A)	(B)	(C)
Equity compensation plans approved by security holders.....	10,433,271	$16.90	1,655,616(1)
Equity compensation plans not approved by security holders.....	20,898,564	$21.13	14,274,082(2)
Total.....	31,331,835	$19.73	15,929,698

(1) No further grants will be made under the 1986 Long-Term Incentive Plan, the 1994 Non-Qualified Stock Option Plan and the 1997 Non-Qualified Stock Option Plan.

(2) No further grants may be made under the Washington Sub Inc. 2002 Stock Option Plan.

1999 EMPLOYEE LONG-TERM INCENTIVE PLAN

The purposes of the Company's 1999 Employee Long-term Incentive Plan (the "1999 Employee Plan") are (i) to provide long-term incentives and rewards to those employees of the Company and its subsidiaries, other than officers and non-employee directors, who are in a position to contribute to the long-term success and growth of the Company and its subsidiaries, (ii) to assist the Company in retaining and attracting employees with requisite experience and ability, and (iii) to associate more closely the interests of such employees with those of the Company's stockholders. The 1999 Employee Plan provides for the grant of non-qualified stock options to purchase shares of the Company's common stock. The term of these options may not exceed ten years. The 1999 Employee Plan contains provisions which permit restrictions on vesting or transferability, as well as continued exercisability upon a participant's termination of employment with the Company, of options granted thereunder. The 1999 Employee Plan provides for full acceleration of the vesting of options granted thereunder upon a "change in control" of the Company, as defined in the 1999 Employee Plan. The Board of Directors generally may amend, suspend or terminate the 1999 Employee Plan in whole or in part at any time; provided that any amendment which affects outstanding options be consented to by the holder of the options.

WASHINGTON SUB, INC. 2002 STOCK OPTION PLAN

The Washington Sub, Inc. 2002 Stock Option Plan (the "Washington Sub Plan") became effective on June 25, 2002 in connection with the Merger. At the time of the spin-off of Conexant's wireless business, outstanding Conexant options granted pursuant to certain Conexant stock incentive plans were adjusted so that following the spin-off and Merger each holder of a Conexant option held (i) options to purchase shares of Conexant common stock and (ii) options to purchase shares of Skyworks common stock. The purpose of the Washington Sub Plan is to provide a means for the Company to perform its obligations with respect to these adjusted stock options. The only participants in the Washington Sub Plan are

those persons who, at the time of the Merger, held outstanding options granted pursuant to certain Conexant stock option plans. No further options to purchase shares of Skyworks common stock will be granted under the Washington Sub Plan. The Washington Sub Plan contains a number of sub-plans, which contain terms and conditions that are applicable to certain portions of the options subject to the Washington Sub Plan, depending upon the Conexant stock option plan from which the Skyworks options granted under the Washington Sub Plan were derived. The outstanding options under the Washington Sub Plan generally have the same terms and conditions as the original Conexant options from which they are derived. Most of the sub-plans of the Washington Sub Plan contain provisions related to the effect of a participant's termination of employment with the Company, if any, and/or with Conexant on options granted pursuant to such sub-plan. Several of the sub-plans under the Washington Sub Plan contain specific provisions related to a change in control of the Company.

NON-QUALIFIED ESPP & 2002 ESPP

The Company also maintains a Non-Qualified Employee Stock Purchase Plan and a 2002 Employee Stock Purchase Plan to provide employees of the Company and participating subsidiaries with an opportunity to acquire a proprietary interest in the Company through the purchase, by means of payroll deductions, of shares of the Company's common stock at a discount from the market price of the common stock at the time of purchase. The Non-Qualified Employee Stock Purchase Plan is intended for use primarily by employees of the Company located outside the United States. Under the plans, eligible employees may purchase common stock through payroll deductions of up to 10% of compensation. The price per share is the lower of 85% of the market price at the beginning or end of each six-month offering period. The Company intends to seek approval for its 2002 Employee Stock Purchase Plan at its next Annual Meeting of Stockholders.

ITEM 13 CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Skyworks was formed through the Merger of the wireless communications business of Conexant, which it spun-off immediately prior to the Merger, with Alpha. The Merger was completed on June 25, 2002. Immediately following the Merger, Skyworks purchased the Mexicali Operations from Conexant for an aggregate purchase price of $150 million. Following the Merger, Alpha changed its corporate name to Skyworks Solutions, Inc.

In connection with the Merger, Skyworks and Conexant have engaged in various transactions, including, without limitation, the transactions referred to elsewhere in this annual report and in the consolidated financial statements and related notes thereto of Skyworks contained herein. Skyworks also has established ongoing arrangements and agreements with Conexant, the more significant of which are described below.

FINANCING ARRANGEMENTS AND SENIOR NOTES

In connection with our acquisition from Conexant of the Mexicali Operations, we and certain of our subsidiaries entered into a financing agreement, dated as of June 25, 2002, with Conexant. Pursuant to the terms of the financing agreement, in payment for the Mexicali Operations, we and certain of our subsidiaries, issued short-term promissory notes to Conexant in the aggregate principal amount of $150 million. In addition, Conexant made a short-term $100 million loan facility available to us under the financing agreement to fund working capital and other requirements. $75 million of this facility became available on or after July 10, 2002, and the remaining $25 million balance of the facility would have become available if we had more than $150 million of eligible domestic receivables. Interest on the short-term promissory notes and the loan facility was payable at a rate of 10% per annum for the first ninety days following June 25, 2002, 12% per annum for the next ninety days and 15% per annum thereafter. Unless paid earlier at the option of the Company or pursuant to mandatory prepayment provisions contained in the financing agreement with Conexant, fifty percent of the principal of the short-term promissory notes would become due on March 24, 2003 and the remaining fifty percent, as well as the entire principal amount of any amounts borrowed under the loan facility, would become due on June 24, 2003. There were $30 million of borrowings as of September 27, 2002 under this facility. The promissory notes and the loan facility were secured by our assets and properties.

Pursuant to our private placement of $230 million aggregate principal amount of 4.75% convertible subordinated notes due in 2007, which closed on November 12, 2002, we and Conexant entered into a refinancing agreement, and we, certain of our subsidiaries and Conexant executed an amendment to the original financing agreement with Conexant, each dated as of November 6, 2002. Pursuant to the refinancing agreement and the amended financing agreement, of the net cash proceeds received from the private placement, we paid Conexant (i) $105 million to prepay, in part, the short-term promissory notes issued to Conexant, leaving a principal balance of $45 million due on such notes, and (ii) $65 million to prepay in full and retire the loan facility. Upon retiring the loan facility, all security interests, liens and mortgages presently held by Conexant on our assets and properties were released, and the financing agreement with Conexant, as amended, was terminated.

The remaining $45 million principal amount of the short-term promissory notes was exchanged for an interim 15% convertible debt security with a maturity date of June 30, 2005. This debt security was then promptly exchanged for an equal principle amount of 15% convertible senior subordinated notes due June 30, 2005, issued under an indenture entered into by us and Wachovia Bank, National Association, as trustee (the "Senior Notes"). We may redeem the Senior Notes in whole or in part, at any time after May 12, 2004, subject to a redemption premium of 3% of the then outstanding principal amount thereof. Under the terms of the Senior Notes, Conexant has the right to convert the outstanding principal amount thereof (or any portion thereof) into a number of shares of our common stock equal to the principal amount of the Senior Notes to be so converted, divided by the applicable conversion price, as determined pursuant to the terms of the Senior Notes. Upon maturity, the Senior Notes are payable in shares of our common stock based on the applicable conversion price as of the maturity date, although interest on the Senior Notes, as well as the outstanding principal if certain events of default occur, is payable by us in cash. The initial conversion price of the Senior Notes is $7.87 per share, subject to adjustment as follows. In the event that the market price of our common stock is generally below the applicable conversion price, the holders of the Senior Notes would be entitled to receive upon conversion of the Senior Notes shares of our common stock in an amount equal to the principal amount of the Senior Notes being converted divided by the market price of our common stock, provided that in no event will the number of shares issued exceed 125% of the number of shares that the holders would have received at the conversation price. The conversion price is also subject to adjustment pursuant to anti-dilution provisions.

We also entered into a registration rights agreement with Conexant, which will provide for the registration under the Securities Act of 1933, as amended, of the resale by Conexant (or any transferee thereof) of the Senior Notes and the shares of our common stock underlying the Senior Notes. We have agreed to maintain the registration statement contemplated by the registration rights agreement effective and available for use until December 31, 2005, subject to certain limitations.

TAX ALLOCATION AGREEMENT

At the time of the Merger, we entered into a tax allocation agreement with Conexant, which provides for the allocation of all responsibilities, liabilities and benefits relating to or affecting all forms of taxation between us and our affiliates and Conexant and its affiliates. In general, Conexant assumed and is responsible for tax liabilities of the wireless business for periods prior to

the Merger and we assumed and are responsible for tax liabilities of the wireless business for periods after the Merger. Subsequent to the execution of the tax allocation agreement, and in connection with the refinancing agreement and amended financing agreement with Conexant, we entered into a letter agreement on November 6, 2002 with Conexant that amends the tax allocation agreement to limit our indemnification obligations under the tax allocation agreement to a reduced set of circumstances that could trigger such indemnification. However, the tax allocation agreement continues to provide that we will be responsible for various other tax obligations and for compliance with various representations and covenants made under the tax allocation agreement.

TRANSITION SERVICES AGREEMENT

In connection with the Merger, we entered into a transition services agreement with Conexant on June 25, 2002 under which we and Conexant will provide to the other certain specified services, most of which run through December 31, 2002, subject to extension by mutual agreement. The services provided by Conexant under the agreement include:

- accounting and payroll;
- finance and treasury;
- engineering and design services;
- platform technology and other support for our Newbury Park facility;
- human resources;
- information technology;

- sales;
- other support services, including global trade, shipping, storage and logistics services;
- manufacturing quality and reliability;
- facilities; and
- material management and printed wire board assembly services.

In addition, we will provide certain services to Conexant, including services related to:

- engineering and design services for Conexant's broadband access products;
- human resources;
- product testing and package qualification consulting; and
- facilities, including environmental consulting services.

The price to be paid by us and Conexant for these services is generally based on the actual cost of providing such services, including out of pocket expenses.

INFORMATION TECHNOLOGY SERVICES AGREEMENT

On June 25, 2002, in connection with the Merger, we entered into an information technology service agreement with Conexant under which Conexant provides to us a variety of information technology services that Conexant previously provided to its wireless communications division. These services generally are to be provided in six month increments until either party elects to terminate the agreement or certain specific services are provided thereunder. Payments to Conexant for the services rendered under the agreement generally consist of a base fee per month, plus an additional monthly service fee depending on the particular services rendered by Conexant. We and Conexant have agreed to review the fee structure each year during the term of the agreement.

The services provided by Conexant under the agreement include:

- data center operations management;
- remote-site support;
- information technology infrastructure services;
- programming services; and
- applications support.

MEXICALI TRANSITION SERVICES AGREEMENT

Under a mexicali transition services agreement dated as of June 25, 2002 with Conexant, we and Conexant will provide certain transition services to each other with respect to the Mexicali Operations. These services generally will be provided until December 31, 2002, unless otherwise mutually agreed. The price for the services will be the actual cost, including out-of pocket expenses, of providing the services. The services covered under the agreement include:

- general accounting support;
- metrology services and test equipment support;
- thermal mechanical analysis and measurement of packages;
- electrical analysis and measurement for packages; and
- electromagnetic impulse measurement and certification services.

NEWPORT BEACH SUPPLY AGREEMENT

Under our Newport Beach wafer supply and services agreement entered into with Conexant on June 25, 2002, we will obtain through Conexant silicon-based semiconductor products supplied by Jazz Semiconductor, Inc., a Newport Beach, California foundry joint venture between Conexant and The Carlyle Group to which Conexant contributed its Newport Beach wafer fabrication facility. These services will be provided for a three-year period. Pursuant to the terms of this supply agreement with Conexant, we are committed to obtain a minimum level of service from Jazz Semiconductor, Inc., based on a contractual agreement between Conexant and Jazz Semiconductor. The volume for wafers during these three years has been pre-calculated based on our anticipated wafer fabrication needs. The pricing under the agreement is established at Conexant's cost for the first year, at the median of Conexant's cost and market price for the second year, and at market price for the third year. Our expected minimum purchase obligations under this supply agreement are anticipated to be approximately $64 million, $39 million and $13 million in fiscal 2003, 2004 and 2005, respectively. We estimate that our obligation under this agreement will result in excess costs of approximately $5.1 million and we have recorded this liability in the current period.

NEWBURY PARK SUPPLY AGREEMENT

Under a Newbury Park wafer supply and services agreement entered into with Conexant on June 25, 2002, we will provide services to Conexant for both production and prototypes of semiconductor products at our Newbury Park, California wafer fabrication facility, including services related to:

- semiconductor wafer fabrication;
- semiconductor wafer probe;
- final test; and
- die processing.

These services generally will be provided for a term of three years with additional one-year renewal terms as may be mutually agreed. The pricing for wafers has been fixed for the three years based on our mutual agreement, and is based on cost plus 50% markup.

MEXICALI SUPPLY AGREEMENT

Under a Mexicali device supply and services agreement entered into with Conexant on June 25, 2002, we will provide Conexant with certain semiconductor processing, packaging and testing services, including:

- assembly services;
- final testing;
- post-test processing; and
- shipping.

During the term of the agreement, Conexant will have the right to purchase products manufactured through the use of technologies developed and qualified for full-scale production at the Mexicali facility at the time of the agreement and, upon mutual agreement, products manufactured through the use of any new technologies in development at the Mexicali facility at the time of the agreement, but not yet qualified for full scale production. These services will be performed at our Mexicali, Mexico facility and, upon mutual agreement, at other facilities approved by Skyworks. These services generally will be provided for a term of three years with additional one-year renewal terms as may be mutually agreed. The pricing for the first year has been fixed based generally on the yielded assembly cost of the particular materials. The pricing for the second year will either be a result of: (i) a 5% reduction from year one, or (ii) the actual cost at the end of year one. Pricing for the third year will be negotiated between the parties.

RELATED PARTY TRANSACTIONS OF THE COMPANY

As part of the terms of the Merger, four designees of Conexant - Messrs. Beall, Beguwala, Decker and Iyer - were appointed to the Skyworks Board of Directors, joining four members who had been serving on the Board having been previously elected by the stockholders of Alpha. Each of the four Conexant designees to the Board continues to have a business relationship with Conexant. Mr. Decker currently serves as the chief executive officer, as well as the chairman of the board, of Conexant. Mr. Iyer serves as senior vice president and chief financial officer of Conexant. Mr. Beguwala is a current employee, as well as a former executive officer, of Conexant. Mr. Beall is a non-employee director of Conexant.

Information concerning severance agreements with the Named Executives and certain option grants made to directors of the Company is described at Item 11, above. There are no other relationships or transactions reportable under the regulations of the Securities and Exchange Commission.

ITEM 14 CONTROLS AND PROCEDURES

(a) Evaluation of disclosure controls and procedures

Under the supervision and with the participation of our management, including our President and Chief Executive Officer and Chief Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-14(c) under the Exchange Act) as of a date (the "Evaluation Date") within 90 days prior to the filing date of this report. Based upon that evaluation, the President and Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, our disclosure controls and procedures were effective in timely alerting them to the

material information relating to us (or our consolidated subsidiaries) required to be included in our periodic SEC filings. In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

(b) Changes in internal controls.

There were no significant changes made in our internal controls during the period covered by this report or, to our knowledge, in other factors that could significantly affect these controls subsequent to the date of our evaluation.

ITEM 15 EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a) 1. Index to Financial Statements

The financial statements filed as part of this report are listed on the index appearing on page 37.

2. Index to Financial Statement Schedules

The following financial statement schedule is filed as part of this report (page reference is to this report):

All other required schedule information is included in the Notes to Consolidated Financial Statements or is omitted because it is either not required or not applicable.

3. Exhibits

No.	Description
2.a	Agreement and Plan of Reorganization, dated as of December 16, 2001, as amended as of April 12, 2002, by and among the Company, Washington Sub, Inc. and Conexant Systems, Inc. (15)
2.b	Contribution and Distribution Agreement, dated as of December 16, 2001, as amended as of June 25, 2002, by and between Washington Sub, Inc. and Conexant Systems, Inc. (14)
2.c	Mexican Stock Purchase Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. (14)
2.d	Amended and Restated Mexican Asset Purchase Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. (14)
2.e	U.S. Asset Purchase Agreement, dated as of December 16, 2001, by and between the Company and Conexant Systems, Inc. (14)
3.a	Amended and Restated Certificate of Incorporation **
3.b	Second Amended and Restated By-laws **
4.a	Specimen Certificate of Common Stock (1)
4.b	Loan and Security Agreement, dated December 15, 1993, by and between Trans-Tech, Inc. and County Commissioners of Frederick County (10)
4.c	Indenture, dated as of November 12, 2002, by and between the Company and State Street Bank and Trust Company (as Trustee)**
4.d	Form of 4.75% Convertible Subordinated Note of the Company **

4.e	Indenture, dated as of November 20, 2002, by and between the Company and Wachovia Bank, National Association (as Trustee)**
4.f	Form of 15% Senior Convertible Note of the Company **
10.a	Skyworks Solutions, Inc., 1986 Long-Term Incentive Plan as amended (2)*
10.b	Skyworks Solutions, Inc., Long-Term Compensation Plan dated September 24, 1990 (3); amended March 28, 1991 (4); and as further amended October 27, 1994 (5)*
10.c	Severance Agreement, dated April 1, 2001, between the Company and David J. Aldrich (6)*
10.d	Severance Agreement, dated January 14, 1997, between the Company and Richard Langman (18)*
10.e	Consulting Agreement, dated August 13, 1992, between the Company and Sidney Topol (7)*
10.f	Skyworks Solutions, Inc. 1994 Non-Qualified Stock Option Plan for Non-Employee Directors (2)*
10.g	Skyworks Solutions, Inc. Executive Compensation Plan dated January 1, 1995 and Trust for the Skyworks Solutions, Inc. Executive Compensation Plan dated January 3, 1995 (5)*
10.h	Severance Agreement, dated September 4, 1998, between the Company and Paul E. Vincent (8)*
10.i	Skyworks Solutions, Inc. 1997 Non-Qualified Stock Option Plan for Non-Employee Directors (9)*
10.j	Skyworks Solutions, Inc. 1996 Long-Term Incentive Plan (11)*
10.k	Skyworks Solutions, Inc. Directors' 2001 Stock Option Plan (12)*
10.l	Skyworks Solutions, Inc. 1999 Employee Long-Term Incentive Plan, as amended September 25, 2002 **
10.m	Washington Sub Inc., 2002 Stock Option Plan (16)*
10.n	Skyworks Solutions, Inc. Non-Qualified Employee Stock Purchase Plan **
10.o	Form of Stockholders Agreement, dated as of December 16, 2001, entered into between each of the directors and certain executive officers of the Company as of the date thereof and Conexant Systems, Inc. (19)
10.p	Warrant, dated as of June 25, 2002, issued to Jazz Semiconductor, Inc. (17)
10.q	Newport Beach Wafer Supply and Services Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. **
10.r	Information Technology Service Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. **
10.s	Financing Agreement, dated as of June 25, 2002, by and among the Company, certain of its subsidiaries and Conexant Systems, Inc. (14)
10.t	Tax Allocation Agreement, dated as of June 25, 2002, by and among the Company, Conexant Systems, Inc. and Washington Sub, Inc. (14)
10.u	Employee Matters Agreement, dated as of June 25, 2002, by and among the Company, Conexant Systems, Inc. and Washington Sub, Inc. (14)

10.v	Mexicali Device Supply and Services Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. +**
10.w	Newbury Park Wafer Supply and Services Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. +**
10.x	Refinancing Agreement, dated as of November 6, 2002, by and among the Company, certain of its subsidiaries and Conexant Systems, Inc. (13)
10.y	First Amendment of Financing Agreement, dated as of November 6, 2002, by and among the Company, certain of its subsidiaries and Conexant Systems, Inc. (13)
10.z	Letter Agreement, dated as of November 6, 2002, by and between the Company and Conexant Systems, Inc. (13)
10.aa	Registration Rights Agreement, dated as of November 12, 2002, by and among the Company and Credit Suisse First Boston (as representative for the several purchasers) **
10.bb	Registration Rights Agreement, dated as of November 12, 2002, by and between the Company and Conexant Systems, Inc. **
10.cc	Skyworks Solutions, Inc. 2002 Employee Stock Purchase Plan * **
11	Statement regarding computation of per share earnings. (See Note 1 to the Consolidated Financial Statements)
21	Subsidiaries of the Company
23.a	Consent of KPMG LLP
23.b	Consent of Deloitte & Touche LLP
99	Certification pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

* Management contract or compensatory plan

** Filed herewith

+ Confidential Treatment requested for certain portions of this Agreement which have been omitted and filed separately with the Securities and Exchange Commission.

(1) Incorporated by reference to the exhibit filed with our Registration Statement on Form S-3 filed on July 15, 2002 (File No. 333-92394).

(2) Incorporated by reference to the exhibit filed with our Quarterly Report on Form 10-Q for the fiscal quarter ended October 2, 1994.

(3) Incorporated by reference to the exhibit filed with our Annual Report on Form 10-K for the fiscal year ended March 29, 1992.

(4) Incorporated by reference to the exhibit filed with our Quarterly Report on Form 10-Q for the fiscal quarter ended June 27, 1993.

(5) Incorporated by reference to the exhibit filed with our Annual Report on Form 10-K for the fiscal year ended April 2, 1995.

(6) Incorporated by reference to the exhibit filed with our Quarterly Report on Form 10-Q for the fiscal quarter ended July 1, 2001.

(7) Incorporated by reference to the exhibit filed with our Annual Report on Form 10-K for the fiscal year ended April 3, 1994.

(8) Incorporated by reference to the exhibit filed with our Quarterly Report on Form 10-Q for the fiscal quarter ended September 27, 1998.

(9) Incorporated by reference to the exhibit filed with our Annual Report on Form 10-K for the fiscal year ended March 29, 1998.

(10) Incorporated by reference to the exhibit filed with our Quarterly Report on Form 10-Q for the fiscal quarter ended July 3,1994.

(11) Incorporated by reference to the exhibit filed with our Annual Report on Form 10-K for the fiscal year ended April 1, 2001.

(12) Incorporated by reference to the exhibit filed with our Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2001.

(13) Incorporated by reference to the exhibits filed with our Current Report on Form 8-K dated November 6, 2002.

(14) Incorporated by reference to the exhibits filed with our Current Report on

Form 8-K dated June 25, 2002.

(15) Incorporated by reference to Annex A filed with our Registration Statement on Form S-4, as amended, filed on May 10, 2002 (File No. 333-83768).

(16) Incorporated by reference to exhibit filed with our Registration Statement on Form S-3 filed on July 15, 2002 (File No. 333-92394).

(17) Incorporated by reference to the exhibit filed with our Registration Statement on Form S-3 filed on August 30, 2002 (File No. 333-99015).

(18) Incorporated by reference to the exhibit filed with our Annual Report on Form 10-K for the fiscal year ended March 30, 1997.

(19) Incorporated by reference to the exhibit filed with our Registration Statement on Form S-4, as amended, filed on May 3, 2002 (File No. 333-83768)

(b) Reports on Form 8-K

On June 28, 2002, a Form 8-K was filed which served to announce (i) the completion of our merger with the wireless communications division of Conexant Systems, Inc., (ii) the change in our independent auditors, and (iii) the execution of a financing arrangement with Conexant Systems, Inc.

On August 15, 2002, a Form 8-K/A was filed which served to amend the previous filing on June 28, 2002 that announced the completion of our merger with the wireless communications division of Conexant Systems, Inc. and which served to announce a change in our fiscal year.

On November 6, 2002, a Form 8-K was filed which served to incorporate by reference the Company's press releases dated November 5, 2002 and November 6, 2002 relating to a private placement of convertible subordinated notes of the Company. The notes are convertible at the option of the holders into common stock of the Company at a conversion price of $9.05, subject to adjustment.

On November 8, 2002, a Form 8-K was filed which served to provide details relating to the Company's private placement of convertible subordinated notes.

On November 8, 2002, a Form 8-K was filed which served to provide pro forma consolidated financial information for the nine months ended June 30, 2002 as if the Merger and the subsequent acquisition by Skyworks of the Mexicali operation had occurred on October 1, 2001.

On November 12, 2002, a Form 8-K/A was filed which served to amend the previous filing on November 8, 2002 that provided pro forma financial information.

(c) Exhibits

The exhibits required by Item 601 of Regulation S-K are filed herewith and incorporated by reference herein. The response to this portion of Item 15 is submitted under Item 15 (a) (3).

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SKYWORKS SOLUTIONS, INC.

BY: /S/ DAVID J. ALDRICH

DAVID J. ALDRICH, PRESIDENT AND CHIEF EXECUTIVE OFFICER

Date: December 20, 2002

BY: /S/ PAUL E. VINCENT

PAUL E. VINCENT, CHIEF FINANCIAL OFFICER, TREASURER AND SECRETARY

Date: December 20, 2002

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Skyworks Solutions, Inc., hereby severally constitute and appoint David J. Aldrich and Paul E. Vincent, and each of them singly, our true and lawful attorneys, with full power to them and each of them singly, to sign for us and in our names in the capacities indicated below, any amendments to this Annual Report on Form 10-K, and generally to do all things in our names and on our behalf in such capacities to enable Skyworks Solutions, Inc. to comply with the provisions of the Securities Exchange Act of 1934, as amended, and all the requirements of the Securities Exchange Commission.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on December 20, 2002.

Signature and Title

/s/ DWIGHT W. DECKER
Dwight W. Decker
Chairman of the Board

/s/ DAVID J. ALDRICH
David J. Aldrich
Chief Executive Officer
President and Director

/s/ PAUL E. VINCENT
Paul E. Vincent
Chief Financial Officer
Treasurer
Principal Accounting Officer
Secretary

Signature and Title

/s/ DONALD R. BEALL
Donald R. Beall
Director

/s/ MOIZ M. BEGUWALA
Moiz M. Beguwala
Director

/s/ TIMOTHY R. FUREY
Timothy R. Furey
Director

/s/ BALAKRISHNAN S. IYER
Balakrishnan S. Iyer
Director

/s/ THOMAS C. LEONARD
Thomas C. Leonard
Director

/s/ DAVID J. MCLACHLAN
David J. McLachlan
Director

CERTIFICATIONS

I, David J. Aldrich, President and Chief Executive Officer of Skyworks Solutions, Inc. (the "Company"), certify that:

1. I have reviewed this annual report on Form 10-K of the Company;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

a) Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b) Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

c) Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: December 20, 2002

By: /s/ David J. Aldrich

David J. Aldrich
President and Chief Executive Officer

CERTIFICATIONS

I, Paul E. Vincent, Chief Financial Officer, Treasurer and Secretary of Skyworks Solutions, Inc. (the "Company"), certify that:

1. I have reviewed this annual report on Form 10-K of the Company;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

d) Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

e) Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

f) Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

c) All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

d) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: December 20, 2002

By: /s/ Paul E. Vincent

Paul E. Vincent
Chief Financial Officer, Treasurer and Secretary

SCHEDULE II

VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

DESCRIPTION	BEGINNING BALANCE	CHARGED TO COSTS AND EXPENSES (1)	DEDUCTIONS	OTHER(3)	ENDING BALANCE
Year Ended September 30, 2000					
Allowance for doubtful accounts	$ 406	$ 3,538	$ (152)	$ --	$ 3,792
Reserve for sales returns	$ 1,125	$ 55	$ (646)	$ --	$ 534
Allowance for excess and obsolete inventories	$ 5,967	$ 3,132	$ --	$ --	$ 9,099
Year Ended September 30, 2001					
Allowance for doubtful accounts	$ 3,792	$ (468)	$ (118)	$ --	$ 3,206
Reserve for sales returns	$ 534	$ 4,055	$ --	$ --	$ 4,589
Allowance for excess and obsolete inventories	$ 9,099	$ 2,286(2)	$ --	$ --	$11,385
Year Ended September 30, 2002					
Allowance for doubtful accounts	$ 3,206	$ (512)	$ (575)	$ (795)	$ 1,324
Reserve for sales returns	$ 4,589	$ 7,616	$(7,199)	$3,510	$ 8,516
Allowance for excess and obsolete inventories	$11,385	$ 6,225	$(3,092)	$6,100	$20,618

(1) Additions charged to costs and expenses in the allowance for doubtful accounts reflect credit balances recorded in fiscal 2001, resulting from reductions in the allowance account associated with overall collections experience more favorable than previously estimated. Deductions in the allowance for doubtful accounts reflect amounts written off.

(2) Amount excludes inventory write-downs of $58.7 million charged to cost of goods sold relating to inventory that was written down to a zero cost basis.

(3) Amounts include Alpha's allowance for doubtful accounts, reserve for sales returns and allowances for excess and absolute inventories balances of $1.2 million, $3.5 million and $6.1 million, respectively, which were assumed on June 25, 2002 in connection with the Merger. In addition, Conexant retained Washington/Mexicali's accounts receivable and allowance for doubtful accounts balances as of June 25, 2002. Washington/Mexicali's allowance for doubtful accounts balance at June 25, 2002 was $2.0 million.

EXHIBIT INDEX

No.	Description
3.a	Amended and Restated Certificate of Incorporation **
3.b	Second Amended and Restated By-laws **
4.c	Indenture, dated as of November 12, 2002, by and between the Company and State Street Bank and Trust Company (as Trustee)**
4.d	Form of 4.75% Convertible Subordinated Note of the Company **
4.e	Indenture, dated as of November 20, 2002, by and between the Company and Wachovia Bank, National Association (as Trustee)**
4.f	Form of 15% Senior Convertible Note of the Company **
10.l	Skyworks Solutions, Inc. 1999 Employee Long-Term Incentive Plan, as amended September 25, 2002 **
10.n	Skyworks Solutions, Inc. Non-Qualified Employee Stock Purchase Plan **
10.q	Newport Beach Wafer Supply and Services Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. **
10.r	Information Technology Service Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. **
10.v	Mexicali Device Supply and Services Agreement, dated as of June 25, 2002, by and between the Company and

	Conexant Systems, Inc. +**
10.w	Newbury Park Wafer Supply and Services Agreement, dated as of June 25, 2002, by and between the Company and Conexant Systems, Inc. +**
10.aa	Registration Rights Agreement, dated as of November 12, 2002, by and among the Company and Credit Suisse First Boston (as representative for the several purchasers) **
10.bb	Registration Rights Agreement, dated as of November 12, 2002, by and between the Company and Conexant Systems, Inc. **
10.cc	Skyworks Solutions, Inc. 2002 Employee Stock Purchase Plan **
11	Statement regarding computation of per share earnings. (See Note 1 to the Consolidated Financial Statements)
21	Subsidiaries of the Company
23.a	Consent of KPMG LLP
23.b	Consent of Deloitte & Touche LLP
99	Certification pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

* Management contract or compensatory plan

** Filed herewith

+ Confidential Treatment requested for certain portions of this Agreement which have been omitted and filed separately with the Securities and Exchange Commission.

RESTATED CERTIFICATE OF INCORPORATION
OF SKYWORKS SOLUTIONS, INC.
AS AMENDED

FIRST: The name of the Corporation is

Skyworks Solutions, Inc.

SECOND: The Corporation's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle. The name and address of its registered agent is The Prentice-Hall Corporation System, Inc., 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle.

THIRD: The nature of the business, or objects or purposes to be transacted, promoted or carried on, are: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 550,000,000, of which (i) 525,000,000 shares of the par value of $.25 each are to be of a class designated Common Stock (the "Common Stock") and (ii) 25,000,000 shares without par value are to be of a class designated Preferred Stock (the "Preferred Stock").

In this Article Fourth, any reference to a section or paragraph, without further attribution, within a provision relating to a particular class of stock is intended to refer solely to the specified section or paragraph of the other provisions relating to the same class of stock.

COMMON STOCK

The Common Stock shall have the following voting powers, designations, preferences and relative, participating, optional and other special rights, and qualifications, limitations or restrictions thereof:

1. DIVIDENDS. Subject to the rights of the holders of Preferred Stock, the holders of shares of the Common Stock shall be entitled to receive such dividends and distributions in equal amounts per share, payable in cash or otherwise, as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor.

2. RIGHTS ON LIQUIDATION. In the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, after the payment to creditors and the payment or setting apart for payment to the holders of any outstanding Preferred Stock of the full preferential amounts to which such holders are entitled as herein provided or referred to, all of the remaining assets of the Corporation shall belong to and be distributable in equal amounts per share to the holders of the Common Stock. For purposes of this paragraph 2, a consolidation or merger of the Corporation with any other corporation, or the sale, transfer or lease of all or substantially all its assets shall not constitute or be deemed a liquidation, dissolution or winding-up of the Corporation.

3. VOTING. Except as otherwise provided by the laws of the State of Delaware or by this Article Fourth, each share of Common Stock shall entitle the holder thereof to one vote.

PREFERRED STOCK

The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the applicable law of the State of Delaware (hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(a) the designation of the series, which may be by distinguishing number, letter or title;

(b) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding);

(c) whether dividends, if any, shall be cumulative or noncumulative and the dividend rate of the series;

(d) the dates at which dividends, if any, shall be payable;

(e) the redemption rights and price or prices, if any, for shares of the series;

(f) the terms and amount of any sinking fund provided for the purchase or redemption of shares of the series;

(g) the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(h) whether the shares of the series shall be convertible into shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion price or prices or rate or rates, any adjustments thereof, the date or dates as of which such shares shall be convertible and all other terms and conditions upon which such conversion may be made;

(i) restrictions on the issuance of shares of the same series or of any other class or series; and

(j) the voting rights, if any, of the holders of shares of the series; provided, that, except as otherwise provided by the laws of the State of Delaware, no share of Preferred Stock of any series shall be entitled to more than one vote per share of Preferred Stock.

Except as may be provided in this Certificate of Incorporation or in a Preferred Stock Designation, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes, and holders of Preferred Stock shall not be entitled to receive notice of any meeting of stockholders at which they are not entitled to vote. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the shares of all classes of stock of the Corporation entitled to vote for the election of directors, considered for the purposes of this Article Fourth as one class of stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

FIFTH: The Corporation is to have perpetual existence.

SIXTH: The private property of the stockholders of the Corporation shall not be subject to the payment of corporate debts to any extent whatever.

SEVENTH: The number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total

number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption). At the 1983 annual meeting of stockholders, the directors shall be divided into three classes, as nearly equal in number as possible, with the term of office of the first class to expire at the 1984 annual meeting of stockholders, the term of office of the second class to expire at the 1985 annual meeting of stockholders and the term of office of the third class to expire at the 1986 annual meeting of stockholders. At each annual meeting of stockholders following such initial classification and election, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, unless, by reason of any intervening changes in the authorized number of directors, the board shall designate one or more of the then expiring directorships as directorships of another class in order more nearly to achieve equality of number of directors among the classes.

Notwithstanding the rule that the three classes shall be as nearly equal in number of directors as possible, in the event of any change in the authorized number of directors, each director then continuing to serve as such shall nevertheless continue as a director of the class of which he is a member until the expiration of his current term, or his prior death, resignation or removal. If any newly created directorship may, consistently with the rule that the three classes shall be as nearly equal in number of directors as possible, be allocated to one of two or more classes, the Board of Directors shall allocate it to that of the available classes whose term of office is due to expire at the earliest date following such allocation.

Vacancies resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office, though less than a quorum, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires. No decrease in the number of authorized directors shall shorten the term of any incumbent director.

Subject to the rights of the holders of any series of Preferred Stock or any other series or class of stock, as provided herein or in any Preferred Stock Designation, to elect additional directors under specific circumstances, any director may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the shares of all classes of stock of the Corporation entitled to vote for the election of directors, considered for the purposes of this Article Seventh as one class of stock.

No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for

acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. No repeal or modification of this paragraph, directly or by adoption of an inconsistent provision of this Certificate of Incorporation, by the stockholders of the Corporation shall be effective with respect to any cause of action, suit, claim or other matter that, but for this paragraph, would accrue or arise prior to such repeal or modification.

EIGHTH: Unless otherwise determined by the Board of Directors, no holder of stock of the Corporation shall, as such holder, have any right to purchase or subscribe for any stock of any class which the Corporation may issue or sell, whether or not exchangeable for any stock of the Corporation of any class or classes and whether out of unissued shares authorized by the Certificate of Incorporation of the Corporation as originally filed or by any amendment thereof or out of shares of stock of the Corporation acquired by it after the issue thereof.

NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of the General Corporation Law of the State of Delaware (the "GCL") or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of the GCL order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

TENTH:

1. AMENDMENT OF CERTIFICATE OF INCORPORATION. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner hereafter set forth, and all rights conferred upon stockholders herein are granted subject to this reservation.

A. Except as provided in paragraphs 1(B) and (2) of this Article Tenth and in Article Eleventh, any provision of this Certificate of Incorporation may be amended, altered, changed or repealed in the manner now or hereafter prescribed by the statutes of the State of Delaware.

B. Notwithstanding any of the provisions of this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of holders of any particular class or series of stock of the Corporation required by law or this Certificate of Incorporation, the affirmative vote of the holders of at least the following percentages of the shares of all classes of stock of the Corporation entitled to vote for the election of directors, considered for this purpose as one class of stock, shall be required to amend, alter, change or repeal, or to adopt any provisions inconsistent with, the indicated provisions of this Certificate of Incorporation:

(i) 80% in the case of Article Seventh or Article Thirteenth; and

(ii) 90% in the case of Article Twelfth.

The foregoing paragraphs 1(B)(i) and (ii) of this Article Tenth may not be amended so as to alter the stockholder vote required by either such paragraph or to adopt any provisions inconsistent with these provisions, except by an amendment that is itself approved by the affirmative vote of the holders of at least the percentage of all shares of all classes of stock of the Corporation as is required to amend the provision or provisions of this Certificate of Incorporation to which such amendment relates.

2. BY-LAWS. The Board of Directors is expressly authorized to adopt, alter, amend and repeal the By-laws of the Corporation, in any manner not inconsistent with the laws of the State of Delaware or of the Certificate of Incorporation of the Corporation, subject to the power of the holders of capital stock of the Corporation to adopt, alter or repeal the By-laws made by the Board of Directors; provided, that any such adoption, amendment or repeal by stockholders shall require the affirmative vote of the holders of at least 66 2/3% of the shares of all classes of stock of the Corporation entitled to vote for the election of directors, considered for this purpose as one class of stock. This paragraph 2 of Article Tenth may not be amended so as to alter the stockholder vote specified hereby, nor may any provisions inconsistent with these provisions be adopted, except by an amendment that is itself approved by the affirmative vote of the holders of at least 66 2/3% of

the shares of all classes of stock of the Corporation entitled to vote for the election of directors, considered for this purpose as one class of stock.

ELEVENTH:

1. Except as set forth in paragraph 2 of this Article Eleventh, the affirmative vote or consent of the holders of 80% of the shares of all classes of stock of the Corporation entitled to vote for the election of directors, considered for the purposes of this Article as one class, shall be required (a) for the adoption of any agreement for the merger or consolidation of the Corporation with or into any Other Corporation (as hereinafter defined), or (b) to authorize any sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the assets of the Corporation or any Subsidiary (as hereinafter defined) to any Other Corporation, or (c) to authorize the issuance or transfer by the Corporation of any Substantial Amount (as hereinafter defined) of securities of the Corporation in exchange for the securities or assets of any Other Corporation. Such affirmative vote or consent shall be in addition to the vote or consent of the holders of the stock of the Corporation otherwise required by law, the Certificate of Incorporation of the Corporation or any agreement or contract to which the Corporation is a party.

2. The provisions of paragraph 1 of this Article Eleventh shall not be applicable to any transaction described therein if such transaction is approved by resolution of the Board of Directors of the Corporation; provided that a majority of the members of the Board of Directors voting for the approval of such transaction were duly elected and acting members of the Board of Directors prior to the time any such Other Corporation may have become a Beneficial Owner (as hereinafter defined) of 5% or more of the shares of stock of the Corporation entitled to vote for the election of directors.

3. For the purposes of paragraph 2 of this Article, the Board of Directors shall have the power and duty to determine for the purposes of this Article Eleventh, on the basis of information known to such Board, if and when any Other Corporation is the Beneficial Owner of 5% or more of the outstanding shares of stock of the Corporation entitled to vote for the election of directors. Any such determination shall be conclusive and binding for all purposes of this Article Eleventh.

4. As used in this Article Eleventh, the following terms shall have the meanings indicated:

"Other Corporation" means any person, firm, corporation or other entity, other than a subsidiary of the Corporation.

"Subsidiary" means any corporation in which the Corporation owns, directly or indirectly, more than 50% of the voting securities.

"Substantial Amount" means any securities of the Corporation having a then fair market value of more than $500,000.

An Other Corporation (as defined above) shall be deemed to be the "Beneficial Owner" of stock if such Other Corporation or any "affiliate" or "associate" of such Other Corporation (as those terms are defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934 (15 U.S.C. 78 aaa et seq.), as amended from time to time), directly or indirectly, controls the voting of such stock or has any options, warrants, conversion or other rights to acquire such stock.

5. This Article Eleventh may not be amended, revised or revoked, in whole or in part, except by the affirmative vote or consent of the holders of 80% of the shares of all classes of stock of the Corporation entitled to vote for the election of directors, considered for the purposes of this Article Eleventh as one class of stock.

TWELFTH:

1. The following definitions shall apply for the purpose of this Article Twelfth only:

A. "Announcement Date" shall mean the date of first public announcement of the proposal of a Business Combination.

B. "Business Combination" shall mean:

(i) any merger or consolidation of the Corporation or any Subsidiary with (a) any Related Person, or (b) any other corporation (whether or not itself a Related Person) which is, or after such merger or consolidation would be, an Affiliate of a Related Person; or

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any Related Person or any Affiliate of any Related Person of any assets of the Corporation or any Subsidiary having an aggregate Fair Market Value of $500,000 or more; or

(iii) the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the Corporation or any Subsidiary to any Related Person or any Affiliate of any Related Person in exchange for cash, securities or other property (or a combination thereof) having an aggregate Fair Market Value of $500,000 or more; or

(iv) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation proposed by or on behalf of any Related Person or any Affiliate of any Related Person; or

(v) any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction (whether or not with or into or otherwise involving the Related Person) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the Corporation or any Subsidiary which is directly or indirectly owned by any Related Person or any Affiliate of any Related Person.

C. "Consideration Received" shall mean the amount of cash and the Fair Market Value, as of the Consummation Date, of consideration other than cash received by the stockholder. In the event of any Business Combination in which the Corporation survives, the consideration other than cash shall include shares of any class of outstanding Voting Stock retained by the holders of such shares.

D. "Consummation Date" shall mean the date upon which the Business Combination is consummated.

E. "Continuing Director" shall mean any member of the Board of Directors of the Corporation who is unaffiliated with the Related Person and who was a member of the Board of Directors prior to the time that the Related Person became a Related Person, and any successor of a Continuing Director who is unaffiliated with the Related Person and is recommended to succeed a Continuing Director by a majority of the Continuing Directors then on the Board of Directors.

F. "Determination Date" shall mean the date upon which a Related Person became a Related Person.

G. "Exchange Act" shall mean the Securities Exchange Act of 1934 as in effect on May 1, 1983.

H. "Fair Market Value" shall mean: (i) in the case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the principal United States securities exchange registered under the Exchange Act on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing bid quotation with respect to a share of such

stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any system then in use or, if no such quotations are available, the fair market value on the date in question of a share of such stock as determined by the Board of Directors in good faith; and (ii) in the case of property other than cash or stock, the fair market value of such property on the date in question as determined by the Board of Directors in good faith.

I. "Related Person" shall mean any individual, firm, corporation or other entity (other than the Corporation or any Subsidiary) which, together with its Affiliates and Associates (as such terms are defined in Rule 12b-2 under the Exchange Act) and with any other individual, firm, corporation or other entity (other than the Corporation or any Subsidiary) with which it or they have any agreement, arrangement or understanding with respect to acquiring, holding or disposing of Voting Stock, beneficially owns (as defined in Rule 13d-3 of the Exchange Act, except that such term shall include any Voting Stock which such person has the right to acquire, whether or not such right may be exercised within 60 days), directly or indirectly, more than twenty percent of the voting power of the outstanding Voting Stock.

J. "Subsidiary" shall mean any corporation in which a majority of the capital stock entitled to vote generally in the election of directors is owned, directly or indirectly, by the Corporation.

K. "Voting Stock" shall mean all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors.

2. In addition to the affirmative vote otherwise required by law or any provision of this Certificate of Incorporation (including without limitation Article Eleventh), except as otherwise provided in paragraph 3, any Business Combination shall require the affirmative vote of the holders of 90% of all Voting Stock, voting together as a single class.

Such affirmative vote shall be required notwithstanding any other provision of this Certificate of Incorporation or any provision of law or of any agreement with any national securities exchange which might otherwise permit a lesser vote or no vote, and such affirmative vote shall be required in addition to any affirmative vote

of the holders of any particular class or series of the Voting Stock required by law or by this Certificate of Incorporation.

3. The provisions of paragraph 2 of this Article Twelfth shall not be applicable to any particular Business Combination, and such Business Combination shall require only such affirmative vote as is required by law, any other provision of this Certificate of Incorporation (including Article Eleventh), or any agreement with any national securities exchange, if, in the case of a Business Combination that does not involve any Consideration Received by the stockholders of the Corporation, solely in their respective capacities as stockholders of the Corporation, the condition specified in the following paragraph A is met, or, in the case of any other Business Combination, the conditions specified in either of the following paragraphs A and B are met:

A. The Business Combination shall have been approved by a majority of the Continuing Directors, it being understood that this condition shall not be capable of satisfaction unless there is at least one Continuing Director.

B. All of the following conditions shall have been met:

(i) The form of the Consideration Received by holders of shares of a particular class of outstanding Voting Stock shall be in cash or in the same form as the Related Person has paid for shares of such class of Voting Stock within the two-year period ending on and including the Determination Date. If, within such two-year period, the Related Person has paid for shares of any class of Voting Stock with varying forms of consideration, the form of Consideration Received per share by holders of shares of such class of Voting Stock shall be either cash or the form used to acquire the largest number of shares of such class of Voting Stock acquired by the Related Person within such two-year period.

(ii) The aggregate amount of Consideration Received per share by holders of each class of Voting Stock in such Business Combination shall be at least equal to the higher of the following (it being intended that the requirements of this paragraph B(ii) shall be required to be met with respect to every such class of Voting Stock outstanding, whether or not the Related Person has previously acquired any shares of that particular class of Voting Stock):

(a) (if applicable) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees)

paid by the Related Person for any shares of that class of Voting Stock acquired by it within the two-year period immediately prior to the Announcement Date or in the transaction in which it became a Related Person, whichever is higher; or

(b) the Fair Market Value per share of such class of Voting Stock on the Announcement Date; or

(c) in the case of any class of preferred stock, the highest preferential amount per share to which the holders of shares of such class of Voting Stock are entitled in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation.

(iii) After such Related Person has become a Related Person and prior to the consummation of such Business Combination: (a) except as approved by a majority of the Continuing Directors, there shall have been no failure to declare and pay at the regular date therefor any full quarterly dividends (whether or not cumulative) on any outstanding preferred stock; (b) there shall have been (I) no reduction in the annual rate of dividends paid on the Common Stock (except as necessary to reflect any subdivision of the Common Stock), except as approved by a majority of the Continuing Directors, and (II) an increase in such annual rate of dividends as necessary to reflect any reclassification (including any reverse stock split), recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding shares of the Common Stock, unless the failure so to increase such annual rate is approved by a majority of the Continuing Directors; and (c) such Related Person shall have not become the beneficial owner of any newly issued share of Voting Stock directly or indirectly from the Corporation except as part of the transaction which results in such Related Person becoming a Related Person.

(iv) After such Related Person has become a Related Person, such Related Person shall not have received the benefit, directly or indirectly (except proportionately, solely in such Related Person's capacity as a stockholder of the Corporation), of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantages provided by the Corporation, whether in anticipation of or in connection with such Business Combination or otherwise.

(v) A proxy or information statement describing the proposed Business Combination and complying with the requirements of the Exchange Act and the rules and regulations thereunder (or any subsequent provisions replacing such act, rules or regulations) shall be mailed to all stockholders of the Corporation at least 30 days prior to the consummation of such Business Combination (whether or not such proxy or information statement is required to be mailed pursuant to the Exchange Act or subsequent provisions). Such proxy or information statement shall contain on the front thereof, prominently displayed, any recommendation as to the advisability or inadvisability of the Business Combination which the Continuing Directors, or any of them, may have furnished in writing to the Board of Directors.

4. A majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any determination is to be made by the Board of Directors) shall have the power and duty to determine, on the basis of information known to them after reasonable inquiry, all facts necessary to determine compliance with this Article Twelfth including, without limitation, (1) whether a person is a Related Person, (2) the number of shares of Voting Stock beneficially owned by any person, (3) whether the applicable conditions set forth in paragraph (2) of Section C have been met with respect to any Business Combination, and (4) whether the assets which are the subject of any Business Combination or the Consideration Received for the issuance or transfer of securities by the Corporation or any Subsidiary in any Business Combination have an aggregate Fair Market Value of $500,000 or more.

5. Nothing contained in this Article Twelfth shall be construed to relieve any Related Person from any fiduciary obligation imposed by law.

THIRTEENTH: Any action required or permitted to be taken by the stockholders of the Corporation must be effected at an annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

SECOND AMENDED AND RESTATED BY-LAWS OF SKYWORKS SOLUTIONS, INC.

ARTICLE I

OFFICES

SECTION 1 Registered Office in Delaware; Resident Agent. The address of the Corporation's registered office in the State of Delaware and the name and address of its resident agent in charge thereof are as filed with the Secretary of State of the State of Delaware.

SECTION 2 Other Offices. The Corporation may also have an office or offices at such other place or places either within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation requires.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1 Place of Meetings. All meetings of the stockholders of the Corporation shall be held at such place, within or without the State of Delaware, as may from time to time be designated by resolution passed by the Board of Directors. The Board of Directors may, in its sole discretion, determine that the meetings shall not be held at any place, but may instead be held solely by means of remote communication.

SECTION 2 Annual Meeting. An annual meeting of the stockholders for the election of directors and for the transaction of such other proper business, notice of which was given in the notice of meeting, shall be held on a date and at a time as may from time to time be designated by resolution passed by the Board of Directors.

SECTION 3 Special Meetings. A special meeting of the stockholders for any purpose or purposes shall be called only by the Board of Directors pursuant to a resolution adopted by a majority of the whole Board.

SECTION 4 Notice of Meetings. Except as otherwise provided by law, written notice of each meeting of the stockholders, whether annual or special, shall be mailed, postage prepaid, or sent by electronic transmission, not less than ten nor more than sixty days before the date of the meeting, to each stockholder entitled to vote at such meeting, at the stockholder's address as it appears on the records of the Corporation. Every such notice shall state the place, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person or by proxy and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notice of any adjourned meeting of the stockholders shall not be required to be given, except when expressly required by law.

SECTION 5 List of Stockholders. The Secretary shall, from information obtained from the transfer agent, prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the

meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a specified place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list referred to in this section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 6 Quorum. At each meeting of the stockholders, the holders of a majority of the issued and outstanding stock of the Corporation present either in person or by proxy shall constitute a quorum for the transaction of business except where otherwise provided by law or by the Certificate of Incorporation or by these By-laws for a specified action. Except as otherwise provided by law, in the absence of a quorum, a majority in interest of the stockholders of the Corporation present in person or by proxy and entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until stockholders holding the requisite amount of stock shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at a meeting as originally called, and only those stockholders entitled to vote at the meeting as originally called shall be entitled to vote at any adjournment or adjournments thereof. The absence from any meeting of the number of stockholders required by law or by the Certificate of Incorporation or by these By-laws for action upon any given matter shall not prevent action at such meeting upon any other matter or matters which may properly come before the meeting, if the number of stockholders required in respect of such other matter or matters shall be present.

SECTION 7 Organization. At every meeting of the stockholders the Chief Executive Officer, or in the absence of the Chief Executive Officer, a director or an officer of the Corporation designated by the Board, shall act as Chairman of the meeting. The Secretary, or, in the Secretary's absence, an Assistant Secretary, shall act as Secretary at all meetings of the stockholders. In the absence from any such meeting of the Secretary and the Assistant Secretaries, the Chairman may appoint any person to act as Secretary of the meeting.

SECTION 8 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders. (1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (a) pursuant to the Corporation's notice of meeting, (b) by or at the direction of the Board of Directors or (c) by any stockholder of the Corporation who was a stockholder of record at the time of giving of notice provided for in this By-law, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this By-law.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of paragraph (A)(1) of

this By-law, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and such other business must otherwise be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the case of the annual meeting to be held in 2003 or in the event that the date of the annual meeting is more than 30 days before or after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14a-ll thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner and (ii) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner.

Notwithstanding anything in the second sentence of paragraph (A)(2) of this By-law to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this By-law shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board of Directors or (b) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in this By-law, who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this By-law. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any stockholder who shall be entitled to vote at the meeting may nominate a person or

persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by paragraph (A)(2) of this By-law shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

(C) General. (1) Only such persons who are nominated in accordance with the procedures set forth in this By-law shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this By-law. Except as otherwise provided by law, the Certificate of Incorporation or these By-laws, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this By-law and, if any proposed nomination or business is not in compliance with this By-law, to declare that such defective proposal or nomination shall be disregarded.

(2) For purposes of this By-law, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15 (d) of the Exchange Act.

(3) Notwithstanding the foregoing provisions of this By-law, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this By-law. Nothing in this By-law shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock to elect directors under specified circumstances.

SECTION 9 Business and Order of Business. At each meeting of the stockholders such business may be transacted as may properly be brought before such meeting, except as otherwise provided by law or in these By-laws. The order of business at all meetings of the stockholders shall be as determined by the Chairman of the meeting.

SECTION 10 Voting. Except as otherwise provided by law, the Certificate of Incorporation or these By-laws, each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of stock held by such stockholder. Any vote on stock may be given by the stockholder entitled thereto in person or by proxy appointed by an instrument in writing, subscribed (or transmitted by electronic means and authenticated as provided by law) by such stockholder or by the stockholder's attorney thereunto authorized, and delivered to the Secretary; provided, however, that no proxy shall be voted after three years from its date unless the proxy provides for a longer period. Except as otherwise provided by law, the Certificate of Incorporation or these By-laws, at all meetings of the stockholders, all matters shall be decided by the vote (which need not be by ballot) of a majority in interest of the stockholders present in person or by proxy and entitled to vote thereat, a quorum being present.

SECTION 11 Participation at Meetings Held by Remote Communication. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication: (A) participate in a meeting of stockholders; and (B) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication.

SECTION 12 Inspectors of Election. In advance of any meeting ,of stockholders, the Board by resolution or the Chief Executive Officer shall appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is present, ready and willing to act at a meeting of stockholders, the Chairman of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1 General Powers. The property, affairs and business of the Corporation shall be managed by or under the direction of its Board of Directors.

SECTION 2 Number, Qualifications, and Term of Office. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors of the Corporation shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the whole Board. A director need not be a stockholder.

The number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption). At the 1983 annual meeting of stockholders, the directors shall be divided into three classes, as nearly equal in number as possible, with the term of office of the first class to expire at the 1984 annual meeting of stockholders, the term of office of the second class to expire at the 1985 annual meeting of stockholders and the term of office of the third class to expire at the 1986 annual meeting of stockholders. At each annual meeting of stockholders following such initial classification and election, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, unless, by reason of any intervening changes in the authorized number of directors, the board shall designate one or more of the then expiring directorships as directorships of another class in order more nearly to achieve equality of number of directors among the classes.

SECTION 3 Election of Directors. At each meeting of the stockholders for the election of directors, at which a quorum is present, the directors shall be elected by a plurality vote of all votes cast for the election of directors at such meeting.

SECTION 4 Chairman of the Board of Directors. The Board of Directors may elect from among its members one director to serve at its pleasure as Chairman of the Board.

SECTION 5 Quorum and Manner of Acting. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors unless otherwise provided by law, the Certificate of Incorporation or these By-laws. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum shall be obtained. Notice of any adjourned meeting need not be given. The directors shall act only as a board and the individual directors shall have no power as such.

SECTION 6 Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Delaware as the Board may from time to time determine or as shall be specified or fixed in the respective notices or waivers of notice thereof.

SECTION 7 First Meeting. Promptly after each annual election of directors, the Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, at the same place as that at which the annual meeting of stockholders was held or as otherwise determined by the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

SECTION 8 Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day not a legal holiday. Notice of regular meetings need not be given.

SECTION 9 Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board or the Chief Executive Officer and shall be called by the Chairman of the Board, the Chief Executive Officer or the Secretary of the Corporation at the written request of three directors. Notice of each such meeting stating the time and place of the meeting shall be given to each director by mail, telephone, other electronic transmission or personally. If by mail, such notice shall be given not less than five days before the meeting; and if by telephone, other electronic transmission or personally, not less than two days before the meeting. A notice mailed at least two weeks before the meeting need not state the purpose thereof except as otherwise provided in these By-laws. In all other cases the notice shall state the principal purpose or purposes of the meeting. Notice of any meeting of the Board need not be given to a director, however, if waived by the director in writing before or after such meeting or if the director shall be present at the meeting, except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 10 Organization. At each meeting of the Board of Directors, the Chairman of the Board, or, in the absence of the Chairman of the Board, the Chief Executive Officer, or, in his or her absence, a director or an officer of the Corporation designated by the Board shall act as Chairman of the meeting. The Secretary, or, in the Secretary's absence, any person appointed by the Chairman of the meeting, shall act as Secretary of the meeting.

SECTION 11 Order of Business. At all meetings of the Board of Directors, business shall be transacted in the order determined by the Board.

SECTION 12 Resignations. Any director of the Corporation may resign at any time by giving written notice to the Chairman of the Board, the Chief Executive Officer or the Secretary of the Corporation. The resignation of any director shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 13 Compensation. Each director shall be paid such compensation, if any, as shall be fixed by the Board of Directors.

SECTION 14 Indemnification. (A) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation or any of its majority-owned subsidiaries or is or was serving at the request of the Corporation as a director, officer, employee or agent (except in each of the foregoing situations to the extent any agreement, arrangement or understanding of agency contains provisions that supersede or abrogate indemnification under this section) of another corporation or of any partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such 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 his or her 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 such 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 his or her conduct was unlawful.

(B) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation or any of its majority-owned subsidiaries, or is or was serving at the request of the Corporation as a director, officer, employee or agent (except in each of the foregoing situations to the extent any agreement, arrangement or understanding of agency contains provisions that supersede or abrogate indemnification under this section) of another corporation or of any partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such 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 of Delaware 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 of Delaware or such other court shall deem proper.

(C) To the extent that a director, officer, employee or agent of the Corporation or any of its majority-owned subsidiaries has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (A) and (B), 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 or on behalf of such person in connection therewith. If any such person is not wholly successful in any such action, suit or proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters therein, the Corporation shall indemnify such person against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of such person in connection with each claim, issue or matter that is successfully resolved. For purposes of this subsection and without limitation, the termination of any claim, issue or matter by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(D) Notwithstanding any other provision of this section, to the extent any person is a witness in, but not a party to, any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation or any of its majority-owned subsidiaries, or is or was serving at the request of the Corporation as a director, officer, employee or agent (except in each of the foregoing situations to the extent any agreement, arrangement or understanding of agency contains provisions that supersede or abrogate indemnification under this section) of another corporation or of any partnership, joint venture, trust, employee benefit plan or other enterprise, such person shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of such person in connection therewith.

(E) Indemnification under subsections (A) and (B) shall be made only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in subsections (A) and (B). Such determination shall be made (1) if a Change of Control (as hereinafter defined) shall not have occurred, (a) with respect to a person who is a present or former director or officer of the Corporation, (i) by the Board of Directors by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum, or (ii) if there are no Disinterested Directors or, even if there are Disinterested Directors, a majority of such Disinterested Directors so directs, by (x) Independent Counsel (as hereinafter defined) in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, or (y) the stockholders of the Corporation; or (b) with respect to a person who is not a present or former director or officer of the Corporation, by the chief executive officer of the Corporation or by such other officer of the Corporation as shall be designated from time to time by the Board of Directors; or (2) if a Change of Control shall have occurred, by Independent Counsel selected by the claimant in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, unless the claimant shall request that such determination be made by or at the direction of the Board of Directors (in the case of a claimant who is a present or former director or officer of the Corporation) or by an officer of the Corporation authorized to make such determination (in the case of a claimant who is not a present or former director or officer of the Corporation), in which case it shall be made in accordance with clause (1) of this sentence. Any claimant shall be entitled to be indemnified against the expenses (including attorneys' fees) actually and reasonably incurred by such claimant in cooperating with the person or entity making the determination of entitlement to indemnification (irrespective of the determination as to the claimant's entitlement to indemnification) and, to the extent successful, in connection with any litigation or arbitration with respect to such claim or the enforcement thereof.

(F) If a Change of Control shall not have occurred, or if a Change of Control shall have occurred and a director, officer, employee or agent requests pursuant to clause (2) of the second sentence in subsection (E) that the determination as to whether the claimant is entitled to indemnification be made by or at the direction of the Board of Directors (in the case of a claimant who is a present or former director or officer of the Corporation) or by an officer of the

Corporation authorized to make such determination (in the case of a claimant who is not a present or former director or officer of the Corporation), the claimant shall be conclusively presumed to have been determined pursuant to subsection (E) to be entitled to indemnification if (1) in the case of a claimant who is a present or former director or officer of the Corporation, (a)(i) within fifteen days after the next regularly scheduled meeting of the Board of Directors following receipt by the Corporation of the request therefor, the Board of Directors shall not have resolved by majority vote of the Disinterested Directors to submit such determination to (x) Independent Counsel for its determination or (y) the stockholders for their determination at the next annual meeting, or any special meeting that may be held earlier, after such receipt, and (ii) within sixty days after receipt by the Corporation of the request therefor (or within ninety days after such receipt if the Board of Directors in good faith determines that additional time is required by it for the determination and, prior to expiration of such sixty-day period, notifies the claimant thereof), the Board of Directors shall not have made the determination by a majority vote of the Disinterested Directors, or (b) after a resolution of the Board of Directors, timely made pursuant to clause (a)(i)(y) above, to submit the determination to the stockholders, the stockholders meeting at which the determination is to be made shall not have been held on or before the date prescribed (or on or before a later date, not to exceed sixty days beyond the original date, to which such meeting may have been postponed or adjourned on good cause by the Board of Directors acting in good faith), or (2) in the case of a claimant who is not a present or former director or officer of the Corporation, within sixty days after receipt by the Corporation of the request therefor (or within ninety days after such receipt if an officer of the Corporation authorized to make such determination in good faith determines that additional time is required for the determination and, prior to expiration of such sixty-day period, notifies the claimant thereof), an officer of the Corporation authorized to make such determination shall not have made the determination; provided, however, that this sentence shall not apply if the claimant has misstated or failed to state a material fact in connection with his or her request for indemnification. Such presumed determination that a claimant is entitled to indemnification shall be deemed to have been made (I) at the end of the sixty-day or ninety-day period (as the case may be) referred to in clause (1)(a)(ii) or (2) of the immediately preceding sentence or (II) if the Board of Directors has resolved on a timely basis to submit the determination to the stockholders, on the last date within the period prescribed by law for holding such stockholders meeting (or a postponement or adjournment thereof as permitted above).

(G) Expenses (including attorneys' fees) incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding to a present or former director or officer of the Corporation, promptly after receipt of a request therefor stating in reasonable detail the expenses incurred, and to a person who is not a present or former director or officer of the Corporation as authorized by the chief executive officer of the Corporation or such other officer of the Corporation as shall be designated from time to time by the Board of Directors; provided that in each case the Corporation shall have received an undertaking by or on behalf of the present or former director, officer, employee or agent 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.

(H) The Board of Directors shall establish reasonable procedures for the submission of claims for indemnification pursuant to this section, determination of the entitlement of any person thereto and review of any such determination. Such procedures shall be set forth in an appendix to these By-laws and shall be deemed for all purposes to be a part hereof.

(I) For purposes of this section,

(1) "Change of Control" means any of the following:

(a) The acquisition by any individual, entity or group (within the meaning of Section 13 (d)(3) or 14(d)(2) of the Exchange Act)(a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Corporation (the "Outstanding Corporation Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the "Outstanding Corporation Voting Securities"); provided, however, that for purposes of this subparagraph (a), the following acquisitions shall not constitute a Change of Control: (w) any acquisition directly from the Corporation, (x) any acquisition by the Corporation, (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any corporation controlled by the Corporation or (z) any acquisition pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Paragraph 13(I)(1); or

(b) Individuals who, as of the date of the Distribution, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors; provided, however, that any individual becoming a director subsequent to that date whose election, or nomination for election by the Corporation's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors; or

(c) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation or the acquisition of assets of another entity (a "Corporate Transaction"), in each case, unless, following such Corporate Transaction, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Corporation Common Stock and Outstanding Corporation Voting Securities immediately prior to such Corporate Transaction beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Corporation Common Stock and Outstanding Corporation Voting Securities, as the case may be, (ii) no Person (excluding any employee benefit plan (or related trust) of the Corporation or of such corporation resulting from such Corporate Transaction) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Corporate Transaction and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board of Directors, providing for such Corporate Transaction; or

(d) Approval by the Corporation's stockholders of a complete liquidation or dissolution of the Corporation.

(3) "Disinterested Director" means a director of the Corporation who is not and was not a party to an action, suit or proceeding in respect of which indemnification is sought by a director, officer, employee or agent.

(4) "Independent Counsel" means a law firm, or a member of a law firm, that (i) is experienced in matters of corporation law; (ii) neither presently is, nor in the past five years has been, retained to represent the Corporation, the director, officer, employee or agent claiming indemnification or any other party to the action, suit or proceeding giving rise to a claim for indemnification under this section, in any matter material to the Corporation, the claimant or any such other party, and (iii) would not, under applicable standards of professional conduct then prevailing, have a conflict of interest in representing either the Corporation or such director, officer, employee or agent in an action to determine the Corporation's or such person's rights under this section.

(J) The indemnification and advancement of expenses herein provided, or granted pursuant hereto, shall not be deemed exclusive of any other rights to which any of those indemnified or eligible for advancement of expenses may be entitled under any 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, and shall 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 person. Notwithstanding any amendment, alteration or repeal of this section or any of its provisions, or of any of the procedures established by the Board of Directors pursuant to subsection (H) hereof, any person who is or was a director, officer, employee or agent of the Corporation or any of its majority-owned subsidiaries or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of any partnership, joint venture, employee benefit plan or other enterprise shall be entitled to indemnification in accordance with the provisions hereof and thereof with respect to any action taken or omitted prior to such amendment, alteration or repeal except to the extent otherwise required by law.

(K) No indemnification shall be payable pursuant to this section with respect to any action against the Corporation commenced by an officer, director, employee or agent unless the Board of Directors shall have authorized the commencement thereof or unless and to the extent that this section or the procedures established pursuant to subsection (H) shall specifically provide for indemnification of expenses relating to the enforcement of rights under this section and such procedures.

SECTION 15 Insurance. The Corporation may 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 or of any partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by 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 or the obligation to indemnify such person against such liability under the provisions of Section 14 of this Article III.

ARTICLE IV

COMMITTEES

SECTION 1 Appointment and Powers. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more directors of the Corporation (or in the case of a special-purpose committee, one or

more directors of the Corporation), which, to the extent provided in said resolution or in these By-laws and not inconsistent with Section 141 of the Delaware General Corporation Law, as amended, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

SECTION 2 Term of Office and Vacancies. Each member of a committee shall continue in office until a director to succeed him or her shall have been elected and shall have qualified, or until he or she ceases to be a director or until he or she shall have resigned or shall have been removed in the manner hereinafter provided. Any vacancy in a committee shall be filled by the vote of a majority of the whole Board of Directors at any regular or special meeting thereof.

SECTION 3 Alternates. The Board of Directors may, by resolution passed by a majority of the whole Board, 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.

SECTION 4 Organization. Unless otherwise provided by the Board of Directors, each committee shall appoint a chairman. Each committee shall keep a record of its acts and proceedings and report the same from time to time to the Board of Directors.

SECTION 5 Resignations. Any regular or alternate member of a committee may resign at any time by giving written notice to the Chairman of the Board, the Chief Executive Officer or the Secretary of the Corporation. Such resignation shall take effect at the time of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6 Removal. Any regular or alternate member of a committee may be removed with or without cause at any time by resolution passed by a majority of the whole Board of Directors at any regular or special meeting.

SECTION 7 Meetings. Regular meetings of each committee, of which no notice shall be necessary, shall be held on such days and at such places as the chairman of the committee shall determine or as shall be fixed by a resolution passed by a majority of all the members of such committee. Special meetings of each committee will be called by the Secretary at the request of any two members of such committee, or in such other manner as may be determined by the committee. Notice of each special meeting of a committee shall be mailed to each member thereof at least two days before the meeting or shall be given personally or by telephone or other electronic transmission at least one day before the meeting. Every such notice shall state the time and place, but need not state the purposes of the meeting. No notice of any meeting of a committee shall be required to be given to any alternate.

SECTION 8 Quorum and Manner of Acting. Unless otherwise provided by resolution of the Board of Directors, a majority of a committee (including alternates when acting in lieu of regular members of such committee) shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of such committee. The members of each committee shall act only as a committee and the individual members shall have no power as such.

SECTION 9 Compensation. Each regular or alternate member of a committee shall be paid such compensation, if any, as shall be fixed by the Board of Directors.

ARTICLE V

OFFICERS

SECTION 1 Officers. The officers of the Corporation shall be a Chief Executive Officer, a President, one or more Vice Presidents (one or more of whom may be Executive Vice Presidents, Senior Vice Presidents or otherwise as may be designated by the Board), a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. The Board of Directors may also from time to time elect such other officers as it deems necessary.

SECTION 2 Term of Office. Each officer shall hold office until his or her successor shall have been duly elected and qualified in his or her stead, or until his or her death or until he or she shall have resigned or shall, have been removed in the manner hereinafter provided.

SECTION 3 Additional Officers; Agents. The Chief Executive Officer or the President may from time to time appoint and remove such additional officers and agents as may be deemed necessary. Such persons shall hold office for such period, have such authority, and perform such duties as provided in these By-laws or as the Chief Executive Officer or the President may from time to time prescribe. The Board of Directors or the Chief Executive Officer or the President may from time to time authorize any officer to appoint and remove agents and employees and to prescribe their powers and duties.

SECTION 4 Salaries. Unless otherwise provided by resolution passed by a majority of the whole Board, the salaries of all officers elected by the Board of Directors shall be fixed by the Board of Directors.

SECTION 5 Removal. Except where otherwise expressly provided in a contract authorized by the Board of Directors, any officer may be removed, either with or without cause, by the vote of a majority of the Board at any regular or special meeting or, except in the case of an officer elected by the Board, by any superior officer upon whom the power of removal may be conferred by the Board or by these By-laws.

SECTION 6 Resignations. Any officer elected by the Board of Directors may resign at any time by giving written notice to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. Any other officer may resign at any time by giving written notice to the Chief Executive Officer or the President. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 7 Vacancies. A vacancy in any office because of death, resignation, removal or otherwise, shall be filled for the unexpired portion of the term in the manner provided hi these By-laws for regular election or appointment to such office.

SECTION 8 Chief Executive Officer. Subject to the control of the Board of Directors, the Chief Executive Officer shall have general and overall charge of the business and affairs of the Corporation and of its officers. The Chief Executive Officer shall keep the Board of Directors appropriately informed on the business and affairs of the Corporation. The Chief Executive Officer shall preside at all meetings of the stockholders and shall enforce the observance of the rules of order for the meetings of the stockholders and of the By-laws of the Corporation.

SECTION 9 President. The President shall be the chief operating officer of the Corporation and, subject to the control of the Chief Executive Officer, shall direct and be responsible for the operation of the business and affairs of the Corporation. The President shall keep the Chief Executive Officer and the Board of Directors appropriately informed on the business and affairs of the Corporation. In the case of the absence or disability of the Chief Executive Officer, the President shall perform all the duties and functions and execute all the powers of, and be subject to all the restrictions upon, the Chief Executive Officer.

SECTION 10 Executive and Senior Vice Presidents. One or more Executive or Senior Vice Presidents shall, subject to the control of the Chief Executive Officer, have lead accountability for components or functions of the Corporation as and to the extent designated by the Chief Executive Officer. Each Executive or Senior Vice President shall keep the Chief Executive Officer appropriately informed on the business and affairs of the designated components or functions of the Corporation.

SECTION 11 Vice Presidents. The Vice Presidents shall perform such duties as may from time to time be assigned to them or any of them by the Chief Executive Officer.

SECTION 12 Secretary. The Secretary shall keep or cause to be kept in books provided for the purpose the minutes of the meetings of the stockholders, of the Board of Directors and of any committee constituted pursuant to Article IV of these By-laws. The Secretary shall be custodian of the corporate seal and see that it is affixed to all documents as required and attest the same. The Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her.

SECTION 13 Assistant Secretaries. At the request of the Secretary, or in the Secretary's absence or disability, the Assistant Secretary designated by the Secretary shall perform all the duties of the Secretary and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them.

SECTION 14 Treasurer. The Treasurer shall have charge of and be responsible for the receipt, disbursement and safekeeping of all funds and securities of the Corporation. The Treasurer shall deposit all such funds in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these By-laws. From time to time and whenever requested to do so, the Treasurer shall render statements of the condition of the finances of the Corporation to the Board of Directors. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her.

SECTION 15 Assistant Treasurers. At the request of the Treasurer, or in the Treasurer's absence or disability, the Assistant Treasurer designated by the Treasurer shall perform all the duties of the Treasurer and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Treasurer. The Assistant Treasurers shall perform such other duties as from time to time may be assigned to them.

SECTION 16 Certain Agreements. The Board of Directors shall have power to authorize or direct the proper officers of the Corporation, on behalf of the Corporation, to enter into valid and binding agreements in respect of employment, incentive or deferred compensation, stock options, and similar or related matters, notwithstanding the fact that a person with whom the Corporation so contracts may be a member of its Board of Directors. Any such agreement may validly and

lawfully bind the Corporation for a term of more than one year, in accordance with its terms, notwithstanding the fact that one of the elements of any such agreement may involve the employment by the Corporation of an officer, as such, for such term.

ARTICLE VI

AUTHORIZATIONS

SECTION 1 Contracts. The Board of Directors, except as otherwise provided in these By-laws, may authorize any officer, employee or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2 Loans. No loan shall be contracted on behalf of the Corporation and no negotiable paper shall be issued in its name, unless authorized by the Board of Directors.

SECTION 3 Checks, Drafts, Etc. 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, employee or employees, of the Corporation as shall from time to time be determined in accordance with authorization of the Board of Directors.

SECTION 4 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may from time to time designate, or as may be designated by any officer or officers of the Corporation to whom such power may be delegated by the Board, and for the purpose of such deposit the officers and employees who have been authorized to do so in accordance with the determinations of the Board may endorse, assign and deliver checks, drafts, and other orders for the payment of money which are payable to the order of the Corporation.

SECTION 5 Proxies. Except as otherwise provided in these By-laws or in the Certificate of Incorporation, and unless otherwise provided by resolution of the Board of Directors, the Chief Executive Officer or any other officer may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as a stockholder or otherwise in any other corporation any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporations, or to consent in writing to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such vote or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as such officer may deem necessary or proper in the premises.

ARTICLE VII

SHARES AND THEIR TRANSFER

SECTION 1 Shares of Stock. Certificates for shares of the stock of the Corporation shall be in such form as shall be approved by the Board of Directors. They shall be numbered in the order of their issue, by class and series, and shall be signed by the Chief Executive Officer or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation. If a share certificate is countersigned (1) by a transfer agent other than

the Corporation or its employee, or (2) by a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a share certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue. The Board of Directors may by resolution or resolutions provide that some or all of any or all classes or series of the shares of stock of the Corporation shall be uncertificated shares. Notwithstanding the preceding sentence, every holder of uncertificated shares, upon request, shall be entitled to receive from the Corporation a certificate representing the number of shares registered in such stockholder's name on the books of the Corporation.

SECTION 2 Record Ownership. A record of the name and address of each holder of the shares of the Corporation, the number of shares held by such stockholder, the number or numbers of any share certificate or certificates issued to such stockholder and the number of shares represented thereby, and the date of issuance of the shares held by such stockholder shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of record of any share of stock (including any holder registered in a book-entry or direct registration system maintained by the Corporation or a transfer agent or a registrar designated by the Board of Directors) as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by law.

SECTION 3 Transfer of Stock. Shares of stock shall be transferable on the books of the Corporation by the holder of record of such stock in person or by such person's attorney or other duly constituted representative, pursuant to applicable law and such rules and regulations as the Board of Directors shall from time to time prescribe. Any shares represented by a certificate shall be transferable upon surrender of such certificate with an assignment endorsed thereon or attached thereto duly executed and with such guarantee of signature as the Corporation may reasonably require.

SECTION 4 Lost, Stolen and Destroyed Certificates. The Corporation may issue a new certificate of stock or may register uncertificated shares, if then authorized by the Board of Directors, in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such person's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate, the issuance of such new certificate or the registration of such uncertificated shares.

SECTION 5 Transfer Agent and Registrar; Regulations. The Corporation shall, if and whenever the Board of Directors shall so determine, maintain one or more transfer offices or agencies, each in charge of a transfer agent designated by the Board of Directors, where the shares of the stock of the Corporation shall be directly transferable, and also one or more registry offices, each in charge of a registrar designated by the Board of Directors, where such shares of stock shall be registered, and no certificate for shares of the stock of the Corporation, in respect of which a registrar and transfer agent shall have been designated, shall be valid unless countersigned by such transfer agent and registered by such registrar. The Board of Directors may also make such additional rules and regulations as it may deem expedient concerning the issue, transfer and registration of shares of stock of the Corporation and concerning the registration of pledges of uncertificated shares.

SECTION 6 Fixing Record Date. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, 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. If no record date is fixed, (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. 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 7 Examination of Books by Stockholders. The Board of Directors shall, subject to the laws of the State of Delaware, have power to determine from time to time, whether and to what extent and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any book or document of the Corporation, except as conferred by the laws of the State of Delaware, unless and until authorized so to do by resolution of the Board of Directors or of the stockholders of the Corporation.

ARTICLE VIII

NOTICE

SECTION 1 Manner of Giving Written Notice. (A) Any notice in writing required by law or by these By-laws to be given to any person shall be effective if delivered personally, by depositing the same in the post office or letter box in a postpaid envelope addressed to such person at such address as appears on the books of the Corporation or by a form of electronic transmission consented to by such person to whom the notice is to be given. Any such consent shall be deemed revoked if (i) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; provided however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(B) Notice by mail shall be deemed to be given at the time when the same shall be mailed and notice by other means shall be deemed given when actually delivered (and in the case of notice transmitted by a form of electronic transmission, such notice shall be deemed given (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (a) such posting and (b) the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder).

SECTION 2 Waiver of Notice. Whenever any notice is required to be given to any person, a waiver thereof by such person in writing or transmitted by electronic means (and authenticated if

and as required by law), whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX

SEAL

SECTION 1 The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal" and "Delaware".

ARTICLE X

FISCAL YEAR

The fiscal year of the Corporation shall end on the Friday closest to September 30 in each year.

APPENDIX

PROCEDURES FOR SUBMISSION
AND DETERMINATION OF CLAIMS FOR INDEMNIFICATION
PURSUANT TO ARTICLE III, SECTION 14 OF THE BY-LAWS.

SECTION 1 Purpose. The Procedures for Submission and Determination of Claims for Indemnification Pursuant to Article III, Section 14 of the By-laws (the "Procedures") are to implement the provisions of Article III, Section 14 of the By-laws of the Corporation (the "By-laws") in compliance with the requirement of subsection (H) thereof.

SECTION 2 Definitions. For purposes of these Procedures:

(A) All terms that are defined in Article III, Section 14 of the By-laws shall have the meanings ascribed to them therein when used in these Procedures unless otherwise defined herein.

(B) "Expenses" include all reasonable attorneys' fees, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness in, a Proceeding; and shall also include such retainers as counsel may reasonably require in advance of undertaking the representation of an Indemnitee in a Proceeding.

(C) "Indemnitee" includes any person who was or is, or is threatened to be made, a witness in or a party to any Proceeding by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation or any of its majority-owned subsidiaries or is or was serving at the request of the Corporation as a director, officer, employee or agent (except in each of the foregoing situations to the extent any agreement, arrangement or understanding of agency contains provisions that supersede or abrogate indemnification under Article III, Section 14 of the By-laws) of another corporation or of any partnership, joint venture, trust, employee benefit plan or other enterprise.

(D) "Proceeding" includes any action, suit, arbitration, alternative dispute resolution mechanism, investigation, administrative hearing or any other proceeding, whether civil, criminal, administrative or investigative, except one initiated by an Indemnitee unless the Board of Directors shall have authorized the commencement thereof.

SECTION 3 Submission and Determination of Claims.

(A) To obtain indemnification or advancement of Expenses under Article III, Section 14 of the By-laws, an Indemnitee shall submit to the Secretary of the Corporation a written request therefor, including therein or therewith such documentation and information as is reasonably available to the Indemnitee and is reasonably necessary to permit a determination as to whether and what extent the Indemnitee is entitled to indemnification or advancement of Expenses, as the case may be. The Secretary shall, promptly upon receipt of a request for indemnification, advise the Board of Directors (if the Indemnitee is a present or former director or officer of the Corporation) or the officer of the Corporation authorized to make the determination as to whether an Indemnitee is entitled to indemnification (if the Indemnitee is not a present or former director or officer of the Corporation) thereof in writing if a determination in accordance with Article III, Section 14(E) of the By-laws is required.

(B) Upon written request by an Indemnitee for indemnification pursuant to Section 3 (A) hereof, a determination with respect to the Indemnitee's entitlement thereto in the specific case, if required by the By-laws, shall be made in accordance with Article III, Section 14(E) of the By-laws, and, if it is so determined that the Indemnitee is entitled to indemnification, payment to the Indemnitee shall be made within ten days after such determination. The Indemnitee shall cooperate with the person, persons or entity making such determination, with respect to the Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to the Indemnitee and reasonably necessary to such determination.

(C) If entitlement to indemnification is to be made by Independent Counsel pursuant to Article III, Section 14(E) of the By-laws, the Independent Counsel shall be selected as provided in this Section 3(C). If a Change of Control shall not have occurred, the Independent Counsel shall be selected by the Board of Directors, and the Corporation shall give written notice to the Indemnitee advising the Indemnitee of the identity of the Independent Counsel so selected. If a Change of Control shall have occurred, the Independent Counsel shall be selected by the Indemnitee (unless the Indemnitee shall request that such selection be made by the Board of Directors, in which event the immediately preceding sentence shall apply), and the Indemnitee shall give written notice to the Corporation advising it of the identity of the Independent Counsel so selected. In either event, the Indemnitee or the Corporation, as the case may be, may, within seven days after such written notice of selection shall have been given, deliver to the Corporation or to the Indemnitee, as the case may be, a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Article III, Section 14 of the By-laws, and the objection shall set forth with particularity the factual basis of such assertion. If such written objection is made, the Independent Counsel so selected may not serve as Independent Counsel unless and until a court has determined that such objection is without merit. If, within twenty days after the next regularly scheduled Board of Directors meeting following submission by the Indemnitee of a written request for indemnification pursuant to Section 3 (A) hereof, no Independent Counsel shall have been selected and not objected to, either the Corporation or the Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Corporation or the Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate, and the person with respect to whom an objection is favorably resolved or the person so appointed shall act as Independent Counsel under Article III, Section 14(E) of the By-laws. The Corporation shall pay any and all reasonable fees and expenses (including without limitation any advance retainers reasonably required by counsel) of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Article III, Section 14(E) of the By-laws, and the Corporation shall pay all reasonable fees and expenses (including without limitation any advance retainers reasonably required by counsel) incident to the procedures of Article III, Section 14(E) of the By-laws and this Section 3(C), regardless of the manner in which Independent Counsel was selected or appointed. Upon the delivery of its opinion pursuant to Article III, Section 14 of the By-laws or, if earlier, the due commencement of any judicial proceeding or arbitration pursuant to Section 4(A)(3) of these Procedures, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(D) If a Change of Control shall have occurred, in making a determination with respect to entitlement to indemnification under the By-laws, the person, persons or entity making such determination shall presume that an Indemnitee is entitled to indemnification under the By-laws

if the Indemnitee has submitted a request for indemnification in accordance with Section 3 (A) hereof, and the Corporation shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption.

SECTION 4 Review and Enforcement of Determination.

(A) In the event that (1) advancement of Expenses is not timely made pursuant to Article III, Section 14 (G) of the By-laws, (2) payment of indemnification is not made pursuant to Article III, Section 14(C) or (D) of the By-laws within ten days after receipt by the Corporation of written request therefor, (3) a determination is made pursuant to Article III, Section 14(E) of the By-laws that an Indemnitee is not entitled to indemnification under the By-laws, (4) the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Article III, Section 14(E) of the By-laws and such determination shall not have been made and delivered in a written opinion within ninety days after receipt by the Corporation of the written request for indemnification, or (5) payment of indemnification is not made within ten days after a determination has been made pursuant to Article III, Section 14(E) of the By-laws that an Indemnitee is entitled to indemnification or within ten days after such determination is deemed to have been made pursuant to Article III, Section 14(F) of the By-laws, the Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of the Indemnitee's entitlement to such indemnification or advancement of Expenses. Alternatively, the Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association. The Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within one year following the date on which the Indemnitee first has the right to commence such proceeding pursuant to this Section 4(A). The Corporation shall not oppose the Indemnitee's right to seek any such adjudication or award in arbitration.

(B) In the event that a determination shall have been made pursuant to Article III, Section 14 (E) of the By-laws that an Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 4 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and the Indemnitee shall not be prejudiced by reason of that adverse determination. If a Change of Control shall have occurred, the Corporation shall have the burden of proving in any judicial proceeding or arbitration commenced pursuant to this Section 4 that the Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(C) If a determination shall have been made or deemed to have been made pursuant to Article III, Section 14 (E) or (F) of the By-laws that an Indemnitee is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 4, absent (1) a misstatement or omission of a material fact in connection with the Indemnitee's request for indemnification, or (2) a prohibition of such indemnification under applicable law.

(D) The Corporation shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 4 that the procedures and presumptions of these Procedures are not valid, binding and enforceable, and shall stipulate in any such judicial proceeding or arbitration that the Corporation is bound by all the provisions of these Procedures.

(E) In the event that an Indemnitee, pursuant to this Section 4, seeks to enforce the Indemnitee's rights under, or to recover damages for breach of, Article III, Section 14 of the

By-laws or these Procedures in a judicial proceeding or arbitration, the Indemnitee shall be entitled to recover from the Corporation, and shall be indemnified by the Corporation against, any and all expenses (of the types described in the definition of Expenses in Section 2 of these Procedures) actually and reasonably incurred in such judicial proceeding or arbitration, but only if the Indemnitee prevails therein. If it shall be determined in such judicial proceeding or arbitration that the Indemnitee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, the expenses incurred by the Indemnitee in connection with such judicial proceeding or arbitration shall be appropriately prorated.

SECTION 5 Amendments. These Procedures may be amended at any time and from time to time in the same manner as any By-law of the Corporation in accordance with the Certificate of Incorporation; provided, however, that notwithstanding any amendment, alteration or repeal of these Procedures or any provision hereof, any Indemnitee shall be entitled to utilize these Procedures with respect to any claim for indemnification arising out of any action taken or omitted prior to such amendment, alteration or repeal except to the extent otherwise required by law.

Exhibit 4.c

EXECUTION COPY

==========

SKYWORKS SOLUTIONS, INC.
Issuer

4 3/4% Convertible Subordinated Notes
Due November 15, 2007

INDENTURE

Dated as of November 12, 2002

STATE STREET BANK AND TRUST COMPANY
Trustee

==========

CROSS-REFERENCE TABLE

TIA Section	Indenture Section
310(a)(1)	8.10
(a)(2)	8.10
(a)(3)	N.A.
(a)(4)	N.A.
(b)	8.08; 8.10
(c)	N.A.
311(a)	8.11
(b)	8.11
(c)	N.A.
312(a)	2.06
(b)	12.03
(c)	12.03
313(a)	8.06
(b)(1)	N.A.
(b)(2)	8.06
(c)	12.02
(d)	8.06
314(a)	4.02; 12.02
(b)	N.A.
(c)(1)	12.04
(c)(2)	12.04
(c)(3)	N.A.
(d)	N.A.
(e)	12.05
315(a)	8.01
(b)	8.05; 12.02
(c)	8.01
(d)	8.01
(e)	7.11
316(a)(last sentence)	12.06
(a)(1)(A)	7.05
(a)(1)(B)	7.04
(a)(2)	N.A.
(b)	7.07
317(a)(1)	7.08
(a)(2)	7.09
(b)	2.05
318(a)	12.01

N.A. means Not Applicable.

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of the Indenture.

TABLE OF CONTENTS

ARTICLE 1
Definitions and Incorporation by Reference

ARTICLE 2
The Securities

ARTICLE 3
Redemption

ARTICLE 4
Covenants

ARTICLE 5
Conversion

ARTICLE 6
Successor Companies

ARTICLE 7
Defaults and Remedies

INDENTURE dated as of November 12, 2002, between Skyworks Solutions, Inc., a Delaware corporation (the "Company"), and State Street Bank and Trust Company, a trust company organized under the laws of the Commonwealth of Massachusetts, as trustee hereunder (the "Trustee").

Both parties agree as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company's 4 3/4% Convertible Subordinated Notes Due November 15, 2007 (the "Securities").

ARTICLE 1

Definitions and Incorporation by Reference

SECTION 1.01. Definitions.

"Additional Interest" has the meaning specified in Section 5 of the Registration Rights Agreement. All references herein to interest accrued or payable as of any date shall include any Additional Interest accrued or payable as of such date as provided in the Registration Rights Agreement.

"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.

"Applicable Procedures" means, with respect to any transfer or exchange of beneficial ownership interests in a Global Security, the rules and procedures of the Depositary that are applicable to such transfer or exchange.

"Attributable Debt" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the

Securities, compounded annually) of the total obligations of the lessee for 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).

"Board of Directors" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of such Board.

"Business Day" means each day which is not a Legal Holiday.

"Capital Lease Obligation" means an obligation that is required to be classified and accounted for as a capital 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 terminated by the lessee without payment of a penalty.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, 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.

"Certificated Security" means a Security that is in substantially the form attached hereto as Exhibit A and that does not include the information or the schedule called for by footnotes 1, 3 and 4 thereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means the common stock of the Company, par value $.25 per share, as it exists on the date of this Indenture and any shares of any class or classes of capital stock of the Company resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which are not

subject to redemption by the Company; provided, however, that if at any time there shall be more than one resulting class, the shares of each class then so issuable on conversion of Securities shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from such reclassifications.

"Company" means Skyworks Solutions, Inc., a Delaware corporation, and its successors.

"Corporate Trust Office" means the principal corporate trust office of the Trustee at 2 Avenue de Lafayette, 6th Floor, Boston Massachusetts, 02111, Attention: Corporate Trust Department, or such other office, designated by the Trustee by written notice to the Company and approved by the Company, at which at any particular time its corporate trust business shall be administered.

"Currency Agreement" means in respect of a Person any foreign exchange contract, currency swap agreement or other similar agreement designed to protect such Person against fluctuations in currency values.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Designated Senior Indebtedness" means any Senior Indebtedness of the Company which, 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 $10 million and is specifically designated by the Company in the instrument evidencing or governing such Senior Indebtedness as "Designated Senior Indebtedness" for purposes of this Indenture and shall include the 15% Convertible Senior Subordinated Notes due June 30, 2005 of the Company and the 15% Convertible Notes due June 30, 2005 of the Company, in each case without regard to the principal amount outstanding.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of November 12, 2002, 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 entity as approved by a significant segment of the accounting profession and (4) the rules and regulations of the SEC 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 SEC.

"Global Security" means a permanent Global Security that is in substantially the form attached hereto as Exhibit A and that includes the information and schedule called for by footnotes 1, 3 and 4 thereof and which is deposited with the Depositary or its custodian and registered in the name of the Depositary or its nominee.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person or 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 Person (whether arising by virtue of partnership arrangements, or by agreements 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 the purpose 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 obligation.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

"Holder" or "Securityholder" means the Person in whose name a Security is registered on the Registrar's books.

"Incur" means issue, assume, Guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at 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):

(1) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable;

(2) all Capital Lease Obligations of such Person and all Attributable Debt in respect of Sale/Leaseback Transactions entered into by such Person;

(3) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable arising in the ordinary course of business);

(4) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (1) through (3) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following payment on the letter of credit);

(5) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Capital Stock of such Person;

(6) all obligations of the type referred to in clauses (1) through (5) 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;

(7) all obligations of the type referred to in clauses (1) through (6) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the value of such property or assets or the amount of the obligation so secured; and

(8) to the extent not otherwise included in this definition, Hedging Obligations of such Person.

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 at such date; provided, however, that in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time.

"Indenture" means this Indenture as amended or supplemented from time to time.

"Interest Rate Agreement" means in respect of a Person any interest rate swap agreement, interest rate cap agreement or other financial agreement or arrangement designed to protect such Person against fluctuations in interest rates.

"Issue Date" means the date on which the Securities are originally issued.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or similar charge.

"Obligations" means with respect to any Indebtedness all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, and other amounts payable pursuant to the documentation governing such Indebtedness.

"Officer" means the Chief Executive Officer, the President, any Vice President, the Treasurer, the Corporate Controller or the Secretary of the Company.

"Officer's Certificate" means a certificate signed by an Officer.

"Opinion of Counsel" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"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) which is preferred as to the payment of dividends or distributions, 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.

"principal" of a Security means the principal of the Security plus the premium, if any, payable on the Security which is due or overdue or is to become due at the relevant time.

"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.

"Registration Rights Agreement" means the Registration Rights Agreement, dated November 12, 2002 among the Company and Credit Suisse First Boston Corporation, CIBC

World Markets Corp. and U.S. Bancorp Piper Jaffray Inc., as initial purchasers.

"Representative" means any trustee, agent or representative (if any) for an issue of Senior Indebtedness; provided, however, that if and for so long as any Senior Indebtedness lacks such a representative, then the Representative for such Senior Indebtedness shall at all times be the holders of a majority in outstanding principal amount of such Senior Indebtedness.

"Restricted Certificated Security" means a Certificated Security which is a Transfer Restricted Security.

"Restricted Global Security" means a Global Security which is a Transfer Restricted Security.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired whereby the Company transfers such property to a Person and the Company leases it from such Person.

"SEC" means the Securities and Exchange Commission.

"Securities" means the Securities issued under this Indenture.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Custodian" means the custodian with respect to a Global Security (as appointed by the Depository), or any successor Person thereto and shall initially be the Trustee.

"Senior Indebtedness" means with respect to any Person all (1) Indebtedness of such Person, whether outstanding on the Issue Date or thereafter Incurred, and (2) all other Obligations of such Person (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to such Person whether or not post-filing interest is allowed in such proceeding) in respect of Indebtedness described in clause (1) above unless, in the case of clauses (1) and (2), in the instrument creating or evidencing the same or

pursuant to which the same is outstanding, it is provided that such Indebtedness or other Obligations are not superior in right of payment to the Securities; provided, however, that Senior Indebtedness shall not include (1) any obligation of such Person to any Subsidiary, (2) any liability for Federal, state, local or other taxes owed or owing by such Person or (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).

"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 unless such contingency has occurred).

"Subsidiary" means, in respect of any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof 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.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) as in effect on the date of this Indenture.

"Trading Day" means, with respect to any security, each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not generally traded on the principal exchange or market in which such security is traded.

"Trustee" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

"Trust Officer" means any officer within the Corporate Trust Office of the Trustee with direct

responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge and familiarity with the particular subject.

"Uniform Commercial Code" means the New York Uniform Commercial Code as in effect from time to time.

"Unrestricted Certificated Security" means a Certificated Security that is not a Transfer Restricted Security.

"Unrestricted Global Security" means a Global Security that is not a Transfer Restricted Security.

"Voting Stock" means any class or classes of Capital Stock pursuant to which the holders thereof under ordinary circumstances have the power to vote in the election of the board of directors, managers or trustees of any Person, or other persons performing similar functions irrespective of whether or not the Capital Stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency.

SECTION 1.02. Other Definitions.

Term	Defined in Section
"Agent Members"	2.01(c)
"Bankruptcy Law"	7.01
"Blockage Notice"	11.03
"Change in Control"	4.07(a)
"Change in Control Purchase Date"	4.07(a)
"Change in Control Purchase Notice"	4.07(c)
"Change in Control Purchase Price"	4.07(a)
"Closing Price"	5.06(f)
"Conversion Agent"	2.03
"Conversion Date"	5.02
"Conversion Price"	5.06
"Current Market Price Per Share"	5.06(f)
"Defaulted Interest"	2.10
"Depositary"	2.01(b)
"Determination Date"	5.06(d)
"DTC"	2.01(b)
"Expiration Date"	5.06(e)
"Expiration Time"	5.06(e)
"Event of Default"	7.01
"Legal Holiday"	12.08
"NNM"	5.06(f)
"NYSE"	5.06(f)
"Optional Redemption"	3.01
"Optional Redemption Date"	3.01
"Optional Redemption Price"	3.01
"pay the Securities"	11.03
"Paying Agent"	2.03
"Payment Blockage Period"	11.03
"Payment Default"	11.03
"Purchase Agreement"	2.01(a)
"Purchased Shares"	5.06(e)
"QIB"	2.08(b)(y)(2)
"Registrar"	2.03
"Regulation S"	2.01(b)
"Rule 144A"	2.01(b)
"Successor Person"	6.01
"Transfer Certificate"	2.08(f)(1)
"Transfer Restricted Security"	2.08(f)(1)
"Triggering Distribution"	5.06(d)
"Unissued Shares"	4.07(a)

SECTION 1.03. Incorporation by Reference of Trust Indenture Act. The mandatory provisions of the TIA are incorporated by reference in and made a part of this Indenture. The following TIA terms have the following meanings:

"Commission" means the SEC;

"indenture security holder" means a Securityholder;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the indenture securities means the Company any other obligor on the securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.04. Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular;

(6) unsecured Indebtedness shall not be deemed to be subordinate or junior to Indebtedness secured by a Lien merely by virtue of its nature as unsecured Indebtedness;

(7) the principal amount of any noninterest bearing or other discount security at any date shall be

the principal amount thereof that would be shown on a balance sheet of the Company dated such date prepared in accordance with GAAP; and

(8) all references to any amount of interest or any other amount payable on or with respect to any of the Securities shall be deemed to include payment of any Additional Interest pursuant to the Registration Rights Agreement.

ARTICLE 2

The Securities

SECTION 2.01. (a) Form and Dating. The Securities and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A, which is hereby incorporated in and expressly made part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Company is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Company). The Securities are being offered and sold by the Company pursuant to a Purchase Agreement dated November 6, 2002 (the "Purchase Agreement"), among the Company and Credit Suisse First Boston Corporation, CIBC World Markets Corp. and U.S. Bancorp Piper Jaffray. Each Security shall be dated the date of its authentication. The terms of the Securities set forth in Exhibit A are part of the terms of this Indenture.

(b) Restricted Global Securities. All of the Securities are initially being offered and sold in reliance on Rule 144A ("Rule 144A")or in reliance on Regulation S ("Regulation S") under the Securities Act and shall be issued initially in the form of one or more Restricted Global Securities, which shall be deposited on behalf of the purchasers of the Securities represented thereby with the Trustee, at its Corporate Trust Office, as custodian for the depositary, The Depository Trust Company ("DTC") (such depositary, or any successor thereto, being hereinafter referred to as the "Depositary"), and registered in the name of its nominee, Cede & Co., duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Restricted Global Security may from time to time be increased or decreased by

adjustments made on the records of the Securities Custodian as hereinafter provided, subject in each case to compliance with the Applicable Procedures.

(c) Global Securities in General. Each Global Security shall represent such of the outstanding Securities as shall be specified therein and each shall provide that it shall represent the aggregate amount of outstanding Securities from time to time endorsed thereon and that the aggregate amount of outstanding Securities represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions, purchases or conversions of such Securities. Any endorsement of a Global Security to reflect the amount of any increase or decrease in the amount of outstanding Securities represented thereby shall be made by the Securities Custodian in accordance with the standing instructions and procedures existing between the Depositary and the Securities Custodian.

Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depositary or under any Global Security, and the Depositary (including, for this purpose, its nominee) may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and Holder of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall (1) prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or (2) impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Security.

SECTION 2.02. Execution and Authentication. An Officer shall sign the Securities for the Company by manual or facsimile signature. Typographic and other minor defects in any facsimile signature shall not affect the validity or enforceability of any Security which has been authenticated and delivered by the Trustee.

If an Officer whose signature is on a Security no longer holds that office at the time the Trustee authenticates the Security, the Security shall be valid nevertheless.

A Security shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Security. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

On the Issue Date, the Trustee shall authenticate and deliver up to $230 million of 4 3/4% Convertible Subordinated Notes Due November 15, 2007, which will be represented by a Restricted Global Security.

The Trustee may appoint an authenticating agent reasonably acceptable to the Company to authenticate the Securities. Unless limited by the terms of such appointment, an authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

SECTION 2.03. Registrar, Paying Agent and Conversion Agent. The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for exchange (the "Registrar"), an office or agency where Securities may be presented for payment (the "Paying Agent") and one or more offices or agencies where securities may be presented for conversion (each, a "Conversion Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may have one or more co-registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent.

The Company shall enter into an appropriate agency agreement with any Registrar, co-registrar, Paying Agent or Conversion Agent not a party to this Indenture, which shall incorporate the terms of the TIA. The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 8.07. The Company may act as Paying Agent, Registrar, co-registrar, transfer agent or Conversion Agent.

The Company initially appoints the Trustee as Registrar, Paying Agent and Conversion Agent in connection with the Securities.

SECTION 2.04. Maintenance of Office or Agency. The Company shall maintain in the Borough of Manhattan, the City of New York, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Securities may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served. Such office shall initially be State Street Bank and Trust Company, N.A., located at 61 Broadway, New York, New York 10005. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New York for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 2.05. Paying Agent To Hold Money in Trust. Prior to each due date of the principal and interest on any Security, the Company shall deposit with the Paying Agent a sum sufficient to pay such principal and interest when so becoming due. The Company shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Securityholders or the Trustee all money held by the Paying Agent for the payment of principal of or interest on the Securities and if the Paying Agent is different than the Trustee, shall notify the Trustee of any default by the Company in making any such payment, and while any such

default continues, the Trustee may require the Paying Agent to pay all money held by it to the Trustee. If the Company or a Subsidiary acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by the Paying Agent. Upon complying with this Section, the Paying Agent shall have no further liability for the money delivered to the Trustee.

SECTION 2.06. Securityholder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee, in writing at least five Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

SECTION 2.07. Transfer and Exchange. The Securities shall be issued in registered form and shall be transferable only upon the surrender of a Security for registration of transfer. When a Security is presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer as requested if the requirements of this Indenture are satisfied. When Securities are presented to the Registrar or a co-registrar with a request to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Securities at the Registrar's or co-registrar's request. The Company or the Registrar may require payment by the Holder of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section. The Company shall not be required to make and the Registrar need not register transfers or exchanges of Securities selected for redemption (except, in the case of Securities to be redeemed in part, the portion thereof not to be redeemed) or any Securities for a period of 15 days before a selection of Securities to be redeemed or 15 days before an interest payment date.

Prior to the due presentation for registration of transfer of any Security, the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar may deem and treat the person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and (subject to the provisions of the Securities with respect to record dates) interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar shall be affected by notice to the contrary.

All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture will evidence the same debt and will be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

SECTION 2.08. Additional Transfer and Exchange Requirements. (a) Transfer and Exchange of Global Securities.

(1) Certificated Securities shall be issued in exchange for interests in the Global Securities only if (x) the Depositary notifies the Company that it is unwilling or unable to continue as depositary for the Global Securities or if it at any time ceases to be a "clearing agency" registered under the Exchange Act, if so required by applicable law or regulation and a successor depositary is not appointed by the Company within 90 days, (y) an Event of Default has occurred and is continuing or (z) the Company, in its sole discretion, notifies the Trustee in writing that it elects to cause the issuance of Certificated Securities. In any such case, the Company shall execute, and the Trustee shall, upon receipt of an order from the Company (which the Company agrees to deliver promptly), authenticate and deliver Certificated Securities in an aggregate principal amount equal to the principal amount of such Global Securities in exchange therefor. Only Restricted Certificated Securities shall be issued in exchange for beneficial interests in Restricted Global Securities, and only Unrestricted Certificated Securities shall be issued in exchange for beneficial interests in Unrestricted Global Securities. Certificated Securities issued in exchange for beneficial interests in Global Securities shall be registered in such names and shall be in such authorized

denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver or cause to be delivered such Certificated Securities to the persons in whose names such Securities are so registered. Such exchange shall be effected in accordance with the Applicable Procedures.

(2) Notwithstanding any other provisions of this Indenture other than the provisions set forth in Section 2.08(a)(1), a Global Security may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(b) Transfer and Exchange of Certificated Securities. In the event that Certificated Securities are issued in exchange for beneficial interests in Global Securities in accordance with Section 2.08(a)(1) of this Indenture, on or after such event when Certificated Securities are presented by a Holder to a Registrar with a request:

(x) to register the transfer of the Certificated Securities to a person who will take delivery thereof in the form of Certificated Securities only; or

(y) to exchange such Certificated Securities for an equal principal amount of Certificated Securities of other authorized denominations, such Registrar shall register the transfer or make the exchange as requested if the requirements for such transaction under this Indenture are satisfied;

provided, however, that the Certificated Securities presented or surrendered for register of transfer or exchange:

(1) shall be duly endorsed or accompanied by an assignment form and, if applicable, a transfer certificate each in the form included in Exhibit A, and in a form satisfactory to the Registrar duly executed by the Holder thereof or its attorney duly authorized in writing; and

(2) in the case of a Restricted Certificated Security, such request shall be accompanied by the following additional information and documents, as applicable:

(i) if such Restricted Certificated Security is being delivered to the Registrar by a Holder for registration in the name of such Holder, without transfer, or such Restricted Certificated Security is being transferred to the Company or a Subsidiary of the Company, a certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate);

(ii) if such Restricted Certificated Security is being transferred to a person the Holder reasonably believes is a qualified institutional buyer as defined in Rule 144A ("QIB") in accordance with Rule 144A or pursuant to an effective registration statement under the Securities Act, a certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate); or

(iii) if such Restricted Certificated Security is being transferred (x) pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, (y) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act or (z)(A) pursuant to an exemption from the registration requirements of the Securities Act (other than pursuant to Rule 144A, Rule 144 or Rule 904), and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144, a certification to that effect from the Holder (in substantially the form set forth in the Transfer Certificate) and, if the Company or such Registrar so requests, an Opinion of Counsel, certificates and other information reasonably acceptable to the Company and such Registrar to the effect that such transfer is in compliance with the registration requirements of the Securities Act.

(c) Transfer of a Beneficial Interest in a Restricted Global Security for a Beneficial Interest in an Unrestricted Global Security. Any person having a beneficial interest in a Restricted Global Security may upon

request, subject to the Applicable Procedures, transfer such beneficial interest to a person who is required or permitted to take delivery thereof in the form of an Unrestricted Global Security. Upon receipt by the Trustee of written instructions, or such other form of instructions as is customary for the Depositary, from the Depositary or its nominee on behalf of any person having a beneficial interest in a Restricted Global Security and the following additional information and documents in such form as is customary for the Depositary from the Depositary or its nominee on behalf of the person having such beneficial interest in the Restricted Global Security (all of which may be submitted by facsimile or electronically):

(1) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act, a certification to that effect from the transferor (in substantially the form set forth in the Transfer Certificate); or

(2) if such beneficial interest is being transferred (i) pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, (ii) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act or (iii) (A) pursuant to an exemption from the registration requirements of the Securities Act (other than pursuant to Rule 144A, Rule 144 or Rule 904) and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144, a certification to that effect from the transferor (in substantially the form set forth in the Transfer Certificate) and, if the Company or the Trustee so requests, an Opinion of Counsel, certificates and other information reasonably acceptable to the Company and the Trustee to the effect that such transfer is in compliance with the registration requirements of the Securities Act, the Trustee, as a Registrar and Securities Custodian, shall reduce or cause to be reduced the aggregate principal amount of the Restricted Global Security by the appropriate principal amount and shall increase or cause to be increased the aggregate principal amount of the Unrestricted Global Security by a like principal amount. Such transfer shall otherwise be effected in accordance with the

Applicable Procedures. If no Unrestricted Global Security is then outstanding, the Company shall execute and the Trustee shall, upon receipt of a Company Order (which the Company agrees to deliver promptly), authenticate and deliver an Unrestricted Global Security.

(d) Transfer of a Beneficial Interest in an Unrestricted Global Security for a Beneficial Interest in a Restricted Global Security. Any person having a beneficial interest in an Unrestricted Global Security may upon request, subject to the Applicable Procedures, transfer such beneficial interest to a person who is required or permitted to take delivery thereof in the form of a Restricted Global Security (it being understood that only QIBs may own beneficial interests in Restricted Global Securities). Upon receipt by the Trustee of written instructions or such other form of instructions as is customary for the Depositary, from the Depositary or its nominee, on behalf of any person having a beneficial interest in an Unrestricted Global Security and, in such form as is customary for the Depositary, from the Depositary or its nominee on behalf of the person having such beneficial interest in the Unrestricted Global Security (all of which may be submitted by facsimile or electronically) a certification from the transferor (in substantially the form set forth in the Transfer Certificate) to the effect that such beneficial interest is being transferred to a person that the transferor reasonably believes is a QIB in accordance with Rule 144A. The Trustee, as a Registrar and Securities Custodian, shall reduce or cause to be reduced the aggregate principal amount of the Unrestricted Global Security by the appropriate principal amount and shall increase or cause to be increased the aggregate principal amount of the Restricted Global Security by a like principal amount. Such transfer shall otherwise be effected in accordance with the Applicable Procedures. If no Restricted Global Security is then outstanding, the Company shall execute and the Trustee shall, upon receipt of a Company Order (which the Company agrees to deliver promptly), authenticate and deliver a Restricted Global Security.

(e) Transfers of Certificated Securities for Beneficial Interest in Global Securities. In the event that Certificated Securities are issued in exchange for beneficial interests in Global Securities and, thereafter, the events or conditions specified in Section 2.08(a)(1) which required such exchange shall cease to exist, the Company shall mail notice to the Trustee and to the Holders stating that Holders may exchange Certificated Securities for interests in Global Securities by complying with the procedures set forth in this Indenture and briefly describing such procedures and the events or circumstances requiring that such notice be given. Thereafter, if Certificated Securities are presented by a Holder to a Registrar with a request:

(x) to register the transfer of such Certificated Securities to a person who will take delivery thereof in the form of a beneficial interest in a Global Security, which request shall specify whether such Global Security will be a Restricted Global Security or an Unrestricted Global Security; or

(y) to exchange such Certificated Securities for an equal principal amount of beneficial interests in a Global Security, which beneficial interests will be owned by the Holder transferring such Certificated Securities (provided that in the case of such an exchange, Restricted Certificated Securities may be exchanged only for Restricted Global Securities and Unrestricted Certificated Securities may be exchanged only for Unrestricted Global Securities), the Registrar shall register the transfer or make the exchange as requested by canceling such Certificated Security and causing, or directing the Securities Custodian to cause, the aggregate principal amount of the applicable Global Security to be increased accordingly and, if no such Global Security is then outstanding, the Company shall issue and the Trustee shall authenticate and deliver a new Global Security;

provided, however, that the Certificated Securities presented or surrendered for registration of transfer or exchange:

(1) shall be duly endorsed or accompanied by a written instrument of transfer in accordance with the provisions of Section 2.08(b)(y)(1);

(2) in the case of a Restricted Certificated Security to be transferred for a beneficial interest in an Unrestricted Global Security, such request shall be accompanied by the following additional information and documents, as applicable:

(i) if such Restricted Certificated Security is being transferred pursuant to an effective registration statement under the Securities Act, a certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate); or

(ii) if such Restricted Certificated Security is being transferred (x) pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, (y) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act or (z)(A) pursuant to an exemption from the registration requirements of the Securities Act (other than pursuant to Rule 144A, Rule 144 or Rule 904) and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144, a certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate), and, if the Company or the Registrar so requests, an Opinion of Counsel, certificates and other information reasonably acceptable to the Company and the Trustee to the effect that such transfer is in compliance with the registration requirements of the Securities Act;

(3) in the case of a Restricted Certificated Security to be transferred or exchanged for a beneficial interest in a Restricted Global Security, such request shall be accompanied by a certification from such Holder (in substantially the form set forth in the Transfer Certificate) to the effect that such Restricted Certificated Security is being transferred to a person the Holder reasonably believes is a QIB (which, in the case of an exchange, shall be such Holder) in accordance with Rule 144A;

(4) in the case of an Unrestricted Certificated Security to be transferred or exchanged for a beneficial

interest in an Unrestricted Global Security, such request need not be accompanied by any additional information or documents; and

(5) in the case of an Unrestricted Certificated Security to be transferred or exchanged for a beneficial interest in a Restricted Global Security, such request shall be accompanied by a certification from such Holder (in substantially the form set forth in the Transfer Certificate) to the effect that such Unrestricted Certificated Security is being transferred to a person the Holder reasonably believes is a QIB (which, in the case of an exchange, shall be such Holder) in accordance with Rule 144A.

(f) Legends.

(1) Except as permitted by the following paragraphs (2) and (3), each Global Security and Certificated Security (and all Securities issued in exchange therefor or upon registration of transfer or replacement thereof) shall bear a legend in substantially the form called for by footnote 2 to Exhibit A hereto (each a "Transfer Restricted Security" for so long as it is required by this Indenture to bear such legend). Each Transfer Restricted Security shall have attached thereto a certificate (a "Transfer Certificate") in substantially the form called for by footnote 5 to Exhibit A hereto.

(2) Upon any sale or transfer of a Transfer Restricted Security (v) after the expiration of the holding period applicable to sales of the Securities under Rule 144(k) of the Securities Act, (w) pursuant to Rule 144, (x) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act (y) pursuant to an effective registration statement under the Securities Act or (z)(A) pursuant to any other available exemption (other than Rule 144A, Rule 144 or Rule 904) from the registration requirements of the Securities Act and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144:

(i) in the case of any Restricted Certificated Security, any Registrar shall permit the Holder thereof to exchange such Restricted Certificated Security for an Unrestricted Certificated Security, or (under the circumstances described in Section 2.08(e) to transfer such Restricted Certificated Security to a transferee who shall take such Security in the form of a beneficial interest in an Unrestricted Global Security, and in each case shall rescind any restriction on the transfer of such Security; provided, however, that the Holder of such Restricted Certificated Security shall, in connection with such exchange or transfer, comply with the other applicable provisions of this Section 2.08; and

(ii) in the case of any beneficial interest in a Restricted Global Security, the Trustee shall permit the beneficial owner thereof to transfer such beneficial interest to a transferee who shall take such interest in the form of a beneficial interest in an Unrestricted Global Security and shall rescind any restriction on transfer of such beneficial interest; provided, however, that such Unrestricted Global Security shall continue to be subject to the provisions of Section 2.08(a)(2); and provided further, that the owner of such beneficial interest shall, in connection with such transfer, comply with the other applicable provisions of this Section 2.07.

(3) Upon the exchange, registration of transfer or replacement of Securities not bearing the legend described in paragraph (1) above, the Company shall execute, and the Trustee shall authenticate and deliver Securities that do not bear such legend and that do not have a Transfer Certificate attached thereto.

(4) After the expiration of the holding period pursuant to Rule 144(k) of the Securities Act, the Company may with the consent of the Holder of a Restricted Global Security or Restricted Certificated Security, remove any restriction of transfer on such Security, and the Company shall execute, and the Trustee shall authenticate and deliver Securities that do not bear such legend and that do not have a Transfer Certificate attached thereto.

(g) Transfers to the Company. Nothing in this Indenture or in the Securities shall prohibit the sale or

other transfer of any Securities (including beneficial interests in Global Securities) to the Company or any of its Subsidiaries.

(h) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Security, a member of, or a participant in the Depository or other Person with respect to the accuracy of the books or records, or the acts or omissions, of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Securities or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the Holders and all payments to be made to Holders under the Securities shall be given or made only to or upon the order of the registered Holders (which shall be the Depository or its nominee in the case of a Global Security). The rights of beneficial owners in any Global Security shall be exercised only through the Depository subject to the Applicable Procedures of the Depository. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depository participants, members or beneficial owners in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial

compliance as to form with the express requirements hereof.

SECTION 2.09. CUSIP Numbers. The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use) and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption or purchase as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption or purchase and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption or purchase shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the "CUSIP" numbers.

SECTION 2.10. Replacement Securities. If a mutilated Security is surrendered to the Registrar or if the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security if the requirements of this Indenture are met and the Holder satisfies any other reasonable requirements of the Trustee. If required by the Trustee or the Company, such Holder shall furnish an indemnity bond sufficient in the judgment of the Company and the Trustee to protect the Company, the Trustee, the Paying Agent, the Registrar and any co-registrar from any loss which any of them may suffer if a Security is replaced. The Company and the Trustee may charge the Holder for their expenses in replacing a Security.

Upon the issuance of any new Securities under this Section 2.10, the Company or the Registrar may require the payment by a Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Every replacement Security is an additional obligation of the Company.

SECTION 2.11. Outstanding Securities. Securities outstanding at any time are all Securities authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation and those described in this

Section as not outstanding. A Security does not cease to be outstanding because the Company or an Affiliate of the Company holds the Security.

If a Security is replaced pursuant to Section 2.10, it ceases to be outstanding unless the Trustee and the Company receive proof satisfactory to them that the replaced Security is held by a bona fide purchaser, in which case the replacement Security shall cease to be outstanding, subject to the provisions of this Indenture.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money sufficient to pay all principal and interest payable on that date with respect to the Securities (or portions thereof) to be redeemed or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money to the Securityholders on that date pursuant to the terms of this Indenture, then on and after that date such Securities (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.12. Temporary Securities. Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Securities and deliver them in exchange for temporary Securities.

SECTION 2.13. Cancellation. The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel and destroy all Securities surrendered for registration of transfer, exchange, payment or cancellation and deliver a certificate of such destruction to the Company unless the Company directs the Trustee to deliver cancelled Securities to the Company. The Company may not issue new Securities to replace Securities it has redeemed, paid or delivered to the Trustee for cancellation.

SECTION 2.14. Defaulted Interest. If the Company defaults in a payment of interest on the Securities, the Company shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) in any lawful manner. The Company may pay the defaulted interest to the persons who are Securityholders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail to each Securityholder a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

ARTICLE 3

Redemption

SECTION 3.01. Optional Redemption. At any time on or after November 20, 2005, the Company may redeem any portion of the Securities ("Optional Redemption") upon giving notice as set forth in Section 3.04 at the Redemption Prices (an "Optional Redemption Price") specified in paragraph 5 of the form of Security attached hereto as Exhibit A; provided, however, that if the redemption date (the "Optional Redemption Date") falls after an interest payment record date and on or before an interest payment date, then the interest payment will be payable to the Holders in whose name the Securities are registered at the close of business on the relevant record date for payment of such interest. If the Company elects to redeem Securities pursuant to this Section 3.01 and paragraph 5 of the Securities, it shall notify the Trustee, at the earlier of the time the Company notifies the Holders of such redemption or 45 days prior to the Optional Redemption Date as fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), of the Optional Redemption Date and the principal amount of Securities to be redeemed. If fewer than all of the Securities are to be redeemed, the record date relating to such redemption shall be selected by the Company and given to the Trustee, which record date shall not be less than ten days after the date of notice of the Trustee.

SECTION 3.02. Notices to Trustee. If the Company elects to redeem the Securities pursuant to paragraph 5 of the Securities, it shall notify the Trustee in writing of the redemption date, the principal amount of Securities to

be redeemed and the paragraph of the Securities pursuant to which the redemption will occur.

SECTION 3.03. Selection of Securities to Be Redeemed. If fewer than all the Securities are to be redeemed, the Trustee shall select the Securities to be redeemed pro rata or by lot or by a method that complies with applicable legal and securities exchange requirements, if any, and that the Trustee in its sole discretion considers to be fair and appropriate. The Trustee shall make the selection from outstanding Securities not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $1,000. Securities and portions of them the Trustee selects shall be in amounts of $1,000 or a whole multiple of $1,000. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption. The Trustee shall notify the Company promptly of the Securities or portions of Securities to be redeemed. If any Security selected for partial redemption is converted in part before termination of the conversion right with respect to the portion of the Security so selected, the converted portion of such Security shall be deemed to be the portion selected for redemption. Securities which have been converted during the selection of Securities to be redeemed shall be treated by the Trustee as outstanding for the purpose of such selection.

SECTION 3.04. Notice of Redemption. At least 20 days but not more than 60 days before a date for an Optional Redemption Date of Securities, the Company shall mail or deliver a notice of redemption to each Holder of Securities to be redeemed at such Holder's registered address.

The notice shall identify the Securities (including CUSIP numbers) to be redeemed and shall state:

(1) the redemption date;

(2) the redemption price;

(3) the name and address of the Paying Agent;

(4) the then-current Conversion Price;

(5) that Securities called for redemption must be surrendered to the Paying Agent to collect the Optional Redemption Price;

(6) if fewer than all the outstanding Securities are to be redeemed, the identification and principal amounts of the particular Securities to be redeemed;

(7) that, unless the Company defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Securities (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(8) that Holders who wish to convert Securities must surrender such Securities for conversion no later than the close of business on the Business Day immediately preceding the Optional Redemption Date and must satisfy the other requirements in paragraph 8 of the Securities;

(9) the paragraph of the Securities pursuant to which the Securities called for redemption are being redeemed; and

(10) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Securities.

If any of the Securities to be redeemed is in the form of a Global Security, then the Company shall modify such notice to the extent necessary, to accord with the Applicable Procedures of the Depositary applicable to redemptions.

At the Company's request, upon at least five (5) days prior notice to the Trustee, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section.

SECTION 3.05. Effect of Notice of Redemption. Once notice of redemption is mailed, Securities called for redemption become due and payable on the Optional Redemption Date and at the Optional Redemption Price stated in the notice, except for Securities that are converted in accordance with the provisions of Article 5. Upon surrender

to the Paying Agent, such Securities shall be paid at the Optional Redemption Price stated in the notice, plus accrued interest to the Optional 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) and such Securities will be delivered to the Trustee for cancellation. Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

SECTION 3.06. Deposit of Redemption Price. Prior to the Optional Redemption Date, the Company shall deposit with the Paying Agent (or, if the Company or a Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the Optional Redemption Price of and accrued interest (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) on all Securities to be redeemed on that date other than Securities or portions of Securities called for redemption which have been delivered by the Company to the Trustee for cancellation or conversion. The Paying Agent shall return to the Company any money not required for that purpose because of the conversion of the Securities pursuant to Article 5.

SECTION 3.07. Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Company shall execute and the Trustee shall authenticate for the Holder (at the Company's expense) a new Security equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE 4

Covenants

SECTION 4.01. Payment of Securities. The Company shall promptly pay the principal of and interest on the Securities on the dates and in the manner provided in the Securities and in this Indenture. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds in accordance with this Indenture money sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the

Securityholders on that date pursuant to the terms of this Indenture.

The Company shall pay interest on overdue principal at the rate specified therefor in the Securities, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful. The conversion of any Securities pursuant to Article 5 hereof, together with the making of any cash payments required to be made in accordance with the terms of the Securities and this Indenture, shall satisfy the Company's obligations under this Section 4.01 with respect to such Securities.

SECTION 4.02. SEC Reports. Whether or not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company will file with the SEC and provide the Trustee with such annual reports and such information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, at the times specified for such filings under such Sections. The Company also shall comply with the other provisions of TIA Section 314(a) as may be required under the provisions of the TIA. Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely on an Officer's Certificate).

SECTION 4.03. Compliance Certificates. The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company certificates of the principal executive officer, the principal financial officer or the principal accounting officer of the Company stating whether or not the signer knows of any Default that occurred during such Period. If such signer does, the certificate shall describe the Default, its status and what action the Company is taking or proposes to take with respect thereto. The Company also shall comply with TIA Section 314(a)(4).

SECTION 4.04 Further Instruments and Acts. Upon

request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 4.05. Maintenance of Corporate Existence. Except as otherwise permitted in this Indenture, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

SECTION 4.06. Payment of Additional Interest. If Additional Interest is payable by the Company pursuant to the Registration Rights Agreement, the Company shall deliver to the Trustee a certificate to that effect stating (i) the amount of such Additional Interest that is payable and (ii) the date on which such Additional Interest is payable. Unless and until a Trust Officer of the Trustee receives such a certificate, the Trustee may assume without inquiry that no such Additional Interest is payable. If the Company has paid Additional Interest directly to the Persons entitled to it, the Company shall deliver to the Trustee a certificate setting forth the particulars of such payment.

SECTION 4.07. Purchase of Securities at Option of the Holder upon Change in Control. (a) If at any time that Securities remain outstanding there shall occur a Change in Control, Securities shall be purchased by the Company at the option of the Holders thereof as of the date that is no less than 30 and no more than 60 days from the date such notice is mailed or delivered as required by paragraph (b) of this Section 4.07, (the "Change in Control Purchase Date") at a purchase price equal to the principal amount of the Securities, plus accrued and unpaid interest to, but excluding, the Change in Control Purchase Date (the "Change in Control Purchase Price"), subject to satisfaction by or on behalf of any Holder of the requirements set forth in subsection (c) of this Section 4.07.

A "Change in Control" shall be deemed to have occurred if any of the following occurs after the date hereof:

(1) any "person" or "group" is or becomes the "beneficial owner" (as defined below), directly or indirectly, of shares of Voting Stock of the Company representing 50% or more of the total voting power of

all outstanding classes of Voting Stock of the Company or such person or group has the power, directly or indirectly, to elect a majority of the members of the Board of Directors of the Company; or

(2) the Company consolidates with, or merges with or into, another Person or the Company sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets, or any Person consolidates with, or merges with or into, the Company, in any such event other than pursuant to a transaction in which the Persons that "beneficially owned" (as defined below), directly or indirectly, shares of Voting Stock of the Company immediately prior to such transaction "beneficially own" (as defined below), directly or indirectly, shares of Voting Stock representing at least a majority of the total voting power of all outstanding classes of Voting Stock of the surviving or transferee Person; or

(3) the adoption of a plan relating to the liquidation or dissolution of the Company.

For the purpose of the definition of "Change in Control", (i) "person" and "group" have the meanings given to them for purposes of Section 13(d) and 14(d) of the Exchange Act or any successor provisions, and the term "group" includes any group acting for the purpose of acquiring, holding or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor provision thereto), (ii) a "beneficial owner" shall be determined in accordance with Rule 13D-3 under the Exchange Act, as in effect on the date of this Indenture, except that the number of shares of Voting Stock of the Company shall be deemed to include, in addition to all outstanding shares of Voting Stock of the Company and Unissued Shares deemed to be held by the "person" or "group" (as such terms are defined above) or other Person with respect to which the Change in Control determination is being made, all Unissued Shares deemed to be held by all other Persons, (iii) "beneficially owned" has a meaning correlative to that of beneficial owner and (iv) "Unissued Shares" means shares of Voting Stock of the Company not outstanding that are subject to options, warrants, rights to purchase or conversion privileges exercisable within 60 days of the date of determination of a Change in Control.

Notwithstanding anything to the contrary set forth in this Section 4.07, a Change in Control will not be deemed to have occurred if either:

(1) the Closing Price of the Company's Common Stock for any five Trading Days during the ten Trading Days immediately preceding the Change in Control is at least equal to 105% of the Conversion Price in effect on such Trading Day; or

(2) in the case of a merger or consolidation, at least 75% of the consideration excluding cash payments for fractional shares in the merger or consolidation constituting the Change in Control consists of common stock traded on a United States national securities exchange or quoted on The Nasdaq National Market (or which will be so traded or quoted when issued or exchanged in connection with such Change in Control) and as a result of such transaction or transactions the Securities become convertible solely into such common stock.

(b) Within 10 Business Days after the occurrence of a Change in Control, the Company shall mail a written notice of the Change in Control to the Trustee (and the Paying Agent if the Trustee is not then acting as Paying Agent) and to each Holder (and to beneficial owners as required by applicable law). The notice shall include the form of a Change in Control Purchase Notice to be completed by the Holder and shall state:

(1) the date of such Change in Control and, briefly, the events causing such Change in Control;

(2) the date by which the Change in Control Purchase Notice pursuant to this Section 4.07 must be given;

(3) the Change in Control Purchase Date;

(4) the Change in Control Purchase Price;

(5) the name and address of each Paying Agent and Conversion Agent;

(6) the Conversion Price and any adjustments thereto;

(7) that Securities as to which a Change in Control Purchase Notice has been given may be converted into Common Stock pursuant to Article 5 of this Indenture only to the extent that the Change in Control Purchase Notice has been withdrawn in accordance with the terms of this Indenture;

(8) the procedures that the Holder must follow to exercise rights under this Section 4.07;

(9) the procedures for withdrawing a Change in Control Purchase Notice, including a form of notice of withdrawal; and

(10) that the Holder must satisfy the requirements set forth in the Securities in order to convert the Securities.

If any of the Securities is in the form of a Global Security, then the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to the repurchase of Global Securities.

(c) A Holder may exercise its rights specified in subsection (a) of this Section 4.07 upon delivery of a written notice (which shall be in substantially the form included in Exhibit A hereto and which may be delivered by letter, overnight courier, hand delivery, facsimile transmission or in any other written form and, in the case of Global Securities, may be delivered electronically or by other means in accordance with the Depositary's customary procedures) of the exercise of such rights (a "Change in Control Purchase Notice") to any Paying Agent at any time prior to the close of business on the Business Day next preceding the Change in Control Purchase Date.

The delivery of such Security to any Paying Agent (together with all necessary endorsements) at the office of such Paying Agent shall be a condition to the receipt by the Holder of the Change in Control Purchase Price therefor.

The Company shall purchase from the Holder thereof, pursuant to this Section 4.07, a portion of a Security if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of the Indenture that apply to the purchase of all of a Security

pursuant to Sections 4.07 through 4.12 also apply to the purchase of such portion of such Security.

Notwithstanding anything herein to the contrary, any Holder delivering to a Paying Agent the Change in Control Purchase Notice contemplated by this subsection (c) shall have the right to withdraw such Change in Control Purchase Notice in whole or in a portion thereof that is a principal amount of $1,000 or in an integral multiple thereof at any time prior to the close of business on the Business Day next preceding the Change in Control Purchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 4.08.

A Paying Agent shall promptly notify the Company of the receipt by it of any Change in Control Purchase Notice or written withdrawal thereof.

Anything herein to the contrary notwithstanding, in the case of Global Securities, any Change in Control Purchase Notice may be delivered or withdrawn and such Securities may be surrendered or delivered for purchase in accordance with the Applicable Procedures as in effect from time to time.

SECTION 4.08. Effect of Change in Control Purchase Notice. Upon receipt by any Paying Agent of the Change in Control Purchase Notice specified in Section 4.07(c), the Holder of the Security in respect of which such Change in Control Purchase Notice was given shall (unless such Change in Control Purchase Notice is withdrawn as specified below) thereafter be entitled to receive the Change in Control Purchase Price with respect to such Security. Such Change in Control Purchase Price shall be paid to such Holder promptly following the later of (a) the Change in Control Purchase Date with respect to such Security (provided the conditions in Section 4.07(c) have been satisfied) and (b) the time of delivery of such Security to a Paying Agent by the Holder thereof in the manner required by Section 4.07(c). Securities in respect of which a Change in Control Purchase Notice has been given by the Holder thereof may not be converted into shares of Common Stock on or after the date of the delivery of such Change in Control Purchase Notice unless such Change in Control Purchase Notice has first been validly withdrawn.

A Change in Control Purchase Notice may be withdrawn by means of a written notice (which may be delivered by letter, overnight courier, hand delivery, facsimile transmission or in any other written form and, in the case of Global Securities, may be delivered electronically or by other means in accordance with the Depositary's customary procedures) of withdrawal delivered by the Holder to a Paying Agent at any time prior to the close of business on the Business Day immediately preceding the Change in Control Purchase Date, specifying the principal amount of the Security or portion thereof (which must be a principal amount of $1,000 or an integral multiple of $1,000 in excess thereof) with respect to which such notice of withdrawal is being submitted.

SECTION 4.09. Deposit of Change in Control Purchase Price. On or before 11:00 a.m. New York City time on the Change in Control Purchase Date, the Company shall deposit with the Trustee or with a Paying Agent (other than the Company or an Affiliate of the Company) an amount of money (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Change in Control Purchase Price of all the Securities or portions thereof that are to be purchased as of such Change in Control Purchase Date. The manner in which the deposit required by this Section 4.09 is made by the Company shall be at the option of the Company, provided that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Change in Control Purchase Date.

If a Paying Agent holds, in accordance with the terms hereof, money sufficient to pay the Change in Control Purchase Price of any Security for which a Change in Control Purchase Notice has been tendered and not withdrawn in accordance with this Indenture then, on the Change in Control Purchase Date, such Security will cease to be outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Change in Control Purchase Price as aforesaid). The Company shall publicly announce the principal amount of Securities purchased as a result of such Change in Control on or as soon as practicable after the Change in Control Purchase Date.

SECTION 4.10. Securities Purchased in Part. Any Security that is to be purchased only in part shall be surrendered at the office of a Paying Agent and promptly

after the Change in Control Purchase Date the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Security, without service charge, a new Security or Securities, of such authorized denomination or denominations as may be requested by such Holder, in aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Security so surrendered that is not purchased.

SECTION 4.11. Compliance with Securities Laws upon Purchase of Securities. In connection with any offer to purchase or purchase of Securities under Section 4.07, the Company shall (a) comply with Rule 13e-4 and Rule 14e-1 (or any successor to either such Rule), if applicable, under the Exchange Act, (b) file the related Schedule TO (or any successor or similar schedule, form or report) if required under the Exchange Act, and (c) otherwise comply with all federal and state securities laws in connection with such offer to purchase or purchase of Securities, all so as to permit the rights of the Holders and obligations of the Company under Sections 4.07 through 4.10 to be exercised in the time and in the manner specified therein.

SECTION 4.12 Repayment to the Company. To the extent that the aggregate amount of cash deposited by the Company pursuant to Section 4.09 exceeds the aggregate Change in Control Purchase Price together with interest, if any, thereon of the Securities or portions thereof that the Company is obligated to purchase, then promptly after the Change in Control Purchase Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash (including any interest thereon) to the Company.

ARTICLE 5

Conversion

SECTION 5.01. Conversion Privilege. Subject to the further provisions of this Article 5, a Holder of a Security may, at the Holder's option, convert the principal amount of such Security (or any portion thereof equal to $1,000 or any integral multiple of $1,000 in excess thereof) into Common Stock at any time prior to the close of business on the Business Day immediately proceeding November 15, 2007, the Conversion Price then in effect; provided, however, that, if such Security is called for redemption or submitted or presented for purchase pursuant to Article 4, such conversion right shall terminate at the close of business on the Business Day immediately preceding the Optional Redemption Date or Change in Control Purchase Date, as the case may be, for such Security or such earlier date as the Holder presents such Security for redemption or for purchase (unless the Company shall default in making the redemption payment or Change in Control Purchase Price payment when due, in which case the conversion right shall terminate at the close of business on the date such default is cured and such Security is redeemed or purchased, as the case may be). The number of shares of Common Stock issuable upon conversion of a Security shall be determined by dividing the principal amount of the Security or portion thereof surrendered for conversion by the Conversion Price in effect on the Conversion Date. The initial Conversion Price is set forth in paragraph 8 of the Securities and is subject to adjustment as provided in this Article 5.

Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of a portion of a Security.

A Security in respect of which a Holder has delivered a Change in Control Purchase Notice pursuant to Section 4.07(c) exercising the option of such Holder to require the Company to purchase such Security may be converted only if such Change in Control Purchase Notice is withdrawn by a written notice of withdrawal delivered to a Paying Agent prior to the close of business on the Business Day immediately preceding the Change in Control Purchase Date in accordance with Section 4.08.

A Holder of Securities is not entitled to any rights of a holder of Common Stock until such Holder has converted its Securities into Common Stock, and only to the extent such Securities are deemed to have been converted into Common Stock pursuant to this Article 5.

SECTION 5.02. Conversion Procedure. To convert a Security, a Holder must (a) complete and manually sign the conversion notice on the back of the Security and deliver such notice to a Conversion Agent, (b) surrender the Security to a Conversion Agent, (c) furnish appropriate endorsements and transfer documents if required by a Registrar or a Conversion Agent, and (d) pay any transfer or similar tax, if required. The date on which the Holder satisfies all of those requirements is the "Conversion Date". As soon as practicable after the Conversion Date, the Company shall deliver to the Holder through a Conversion Agent a certificate for the number of whole shares of Common Stock issuable upon the conversion and cash in lieu of any fractional shares pursuant to Section 5.03. Anything herein to the contrary notwithstanding, in the case of Global Securities, conversion notices may be delivered and such Securities may be surrendered for conversion in accordance with the Applicable Procedures as in effect from time to time.

The person in whose name the Common Stock certificate is registered shall be deemed to be a stockholder of record on the Conversion Date; provided, however, that no surrender of a Security on any date when the stock transfer books of Company shall be closed shall be effective to constitute the person or persons entitled to receive the shares of Common Stock upon such conversion as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the person or persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; provided further, however, that such conversion shall be at the Conversion Price in effect on the Conversion Date as if the stock transfer books of Company had not been closed. Upon conversion of a Security, such person shall no longer be a Holder of such Security. No payment or adjustment will be made for dividends or distributions on shares of Common Stock issued upon conversion of a Security.

Securities so surrendered for conversion (in whole or in part) during the period from the close of business on any regular record date to the opening of business on the next succeeding interest payment date (excluding Securities or portions thereof which are either (i) called for

redemption or (ii) subject to purchase following a Change in Control, in either case, on a date during the period beginning at the close of business on a regular record date and ending at the opening of business on the first Business Day after the next succeeding interest payment date, or if such interest payment date is not a Business Day, the second such Business Day) shall also be accompanied by payment in funds acceptable to the Company in an amount equal to the interest payable on such interest payment date on the principal amount of such Security then being converted, and such interest shall be payable to such registered Holder notwithstanding the conversion of such Security, subject to the provisions of this Indenture relating to the payment of defaulted interest by the Company. Except as otherwise provided in this Section 5.02, no payment or adjustment will be made for accrued interest on a converted Security. If the Company defaults in the payment of interest payable on such interest payment date, the Company shall promptly repay such funds to such Holder.

Nothing in this Section shall affect the right of a Holder in whose name any Security is registered at the close of business on a record date to receive the interest payable on such Security on the related interest payment date in accordance with the terms of this Indenture and the Securities. If a Holder converts more than one Security at the same time, the number of shares of Common Stock issuable upon the conversion shall be based on the aggregate principal amount of Securities converted.

Upon surrender of a Security that is converted in part, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder, a new Security equal in principal amount to the unconverted portion of the Security surrendered.

SECTION 5.03. Fractional Shares. The Company will not issue fractional shares of Common Stock upon conversion of Securities. In lieu thereof, the Company will pay an amount in cash based upon the Closing Price of the Common Stock on the Trading Day immediately prior to the Conversion Date.

SECTION 5.04. Taxes on Conversion. If a Holder converts a Security, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock upon such conversion. However, the

Holder shall pay any such tax which is due because the Holder requests the shares to be issued in a name other than the Holder's name. The Conversion Agent may refuse to deliver the certificate representing the Common Stock being issued in a name other than the Holder's name until the Conversion Agent receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulation.

SECTION 5.05. Company To Provide Stock. The Company shall, prior to issuance of any Securities hereunder, and from time to time as may be necessary, reserve, out of its authorized but unissued Common Stock, a sufficient number of shares of Common Stock to permit the conversion of all outstanding Securities into shares of Common Stock.

All shares of Common Stock delivered upon conversion of the Securities shall be newly issued shares, shall be duly authorized, validly issued, fully paid and nonassessable and shall be free from preemptive rights and free of any lien or adverse claim.

The Company will endeavor promptly to comply with all federal and state securities laws regulating the offer and delivery of shares of Common Stock upon conversion of Securities, if any, and will list or cause to have quoted such shares of Common Stock on each national securities exchange or on The Nasdaq National Market or other over-the-counter market or such other market on which the Common Stock is then listed or quoted; provided, however, that if rules of such automated quotation system or exchange permit the Company to defer the listing of such Common Stock until the first conversion of the Securities into Common Stock in accordance with the provisions of this Indenture, the Company covenants to list such Common Stock issuable upon conversion of the Securities in accordance with the requirements of such automated quotation system or exchange at such time.

SECTION 5.06. Adjustment of Conversion Price. The conversion price as stated in paragraph 8 of the Securities (the "Conversion Price") shall be adjusted from time to time by the Company as follows:

(a) In case the Company shall (i) pay a dividend on its Common Stock in shares of Common Stock, (ii) make a distribution on its Common Stock in shares of Common Stock, (iii) subdivide its outstanding Common Stock into a greater number of shares, or (iv) combine its outstanding Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior thereto shall be adjusted so that the Holder of any Security thereafter surrendered for conversion shall be entitled to receive that number of shares of Common Stock which it would have owned had such Security been converted immediately prior to the happening of such event. An adjustment made pursuant to this subsection (a) shall become effective immediately after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of subdivision or combination.

(b) In case the Company shall issue rights or warrants to all or substantially all holders of its Common Stock entitling them (for a period commencing no earlier than the record date described below and expiring not more than 60 days after such record date) to subscribe for or purchase shares of Common Stock (or securities convertible into Common Stock) at a price per share (or having a conversion price per share) less than the Current Market Price Per Share of Common Stock on the record date for the determination of stockholders entitled to receive such rights or warrants, the Conversion Price in effect immediately prior thereto shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to such record date by a fraction of which (x) the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares which the aggregate offering price of the total number of shares of Common Stock so offered (or the aggregate conversion price of the convertible securities so offered, which shall be determined by multiplying the number of shares of Common Stock

issuable upon conversion of such convertible securities by the conversion price per share of Common Stock pursuant to the terms of such convertible securities) would purchase at the Current Market Price Per Share of Common Stock on such record date, and of which (y) the denominator shall be the number of shares of Common Stock outstanding on such record date plus the number of additional shares of Common Stock offered (or into which the convertible securities so offered are convertible). Such adjustment shall be made successively whenever any such rights or warrants are issued, and shall become effective immediately after such record date. If at the end of the period during which such rights or warrants are exercisable not all rights or warrants shall have been exercised, the adjusted Conversion Price shall be immediately readjusted to what it would have been based upon the number of additional shares of Common Stock actually issued (or the number of shares of Common Stock issuable upon conversion of convertible securities actually issued).

(c) In case the Company shall distribute to all or substantially all holders of its Common Stock any shares of capital stock of the Company (other than Common Stock), evidences of indebtedness or other non-cash assets (including securities of any person other than the Company but excluding (1) dividends or distributions paid in cash or (2) dividends or distributions referred to in subsection (a) of this Section 5.06), or shall distribute to all or substantially all holders of its Common Stock rights or warrants to subscribe for or purchase any of its securities (excluding those rights and warrants referred to in subsection (b) of this Section 5.06 and also excluding the distribution of rights to all holders of Common Stock pursuant to the adoption of a stockholders rights plan or the detachment of such rights under the terms of such stockholder rights plan), then in each such case the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the current Conversion Price by a fraction of which the numerator shall be the Current Market Price Per Share of the Common Stock on the record date mentioned below less the fair market value on such record date (as reasonably determined in good faith by the Board of Directors of the Company,

whose determination shall be conclusive evidence of such fair market value and which shall be evidenced by an Officers' Certificate delivered to the Trustee) of the portion of the capital stock, evidences of indebtedness or other non-cash assets so distributed or of such rights or warrants applicable to one share of Common Stock (determined on the basis of the number of shares of Common Stock outstanding on the record date), and of which the denominator shall be the Current Market Price Per Share of the Common Stock on such record date. Such adjustment shall be made successively whenever any such distribution is made and shall become effective immediately after the record date for the determination of shareholders entitled to receive such distribution.

(d) In case the Company shall, by dividend or otherwise, at any time distribute (a "Triggering Distribution") to all or substantially all holders of its Common Stock cash in an aggregate amount that, together with the aggregate amount of (i) any cash and the fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence thereof and which shall be evidenced by an Officers' Certificate delivered to the Trustee) of any other consideration payable in respect of any tender offer by the Company or a Subsidiary of the Company for Common Stock consummated within the 12 months preceding the date of payment of the Triggering Distribution and in respect of which no Conversion Price adjustment pursuant to this Section 5.06 has been made and (ii) all other cash distributions to all or substantially all holders of its Common Stock made within the 12 months preceding the date of payment of the Triggering Distribution and in respect of which no Conversion Price adjustment pursuant to this Section 5.06 has been made, exceeds an amount equal to 10.0% of the product of the Current Market Price Per Share of Common Stock on the Business Day (the "Determination Date") immediately preceding the day on which such Triggering Distribution is declared by the Company multiplied by the number of shares of Common Stock outstanding on the Determination Date (excluding shares held in the treasury of the Company), the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying such Conversion Price in effect immediately

prior to the Determination Date by a fraction of which the numerator shall be the Current Market Price Per Share of the Common Stock on the Determination Date less the sum of the aggregate amount of cash and the aggregate fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence of such fair market value and which shall be evidenced by an Officers' Certificate delivered to the Trustee) of any such other consideration so distributed, paid or payable within such 12 months (including, without limitation, the Triggering Distribution) applicable to one share of Common Stock (determined on the basis of the number of shares of Common Stock outstanding on the Determination Date) and the denominator shall be such Current Market Price Per Share of the Common Stock on the Determination Date, such reduction to become effective immediately prior to the opening of business on the day following the date on which the Triggering Distribution is paid.

(e) (1) In case any tender offer made by the Company for Common Stock shall expire and such tender offer (as amended upon the expiration thereof) shall involve the payment of aggregate consideration in an amount (determined as the sum of the aggregate amount of cash consideration and the aggregate fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence thereof and which shall be evidenced by an Officers' Certificate delivered to the Trustee) of any other consideration) that, together with the aggregate amount of (i) any cash and the fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence thereof and which shall be evidenced by an Officers' Certificate delivered to the Trustee) of any other consideration payable in respect of any other tender offers by the Company or any Subsidiary of the Company for Common Stock consummated within the 12 months preceding the date of the Expiration Date (as defined below) and in respect of which no Conversion Price adjustment pursuant to this Section 5.06 has been made and (B) all cash distributions to all or substantially all holders of its Common Stock made within the 12 months preceding

the Expiration Date and in respect of which no Conversion Price adjustment pursuant to this Section 5.06 has been made, exceeds an amount equal to 10.0% of the product of the Current Market Price Per Share of Common Stock as of the last date (the "Expiration Date") tenders could have been made pursuant to such tender offer (as it may be amended) (the last time at which such tenders could have been made on the Expiration Date is hereinafter sometimes called the "Expiration Time") multiplied by the number of shares of Common Stock outstanding (including tendered shares but excluding any shares held in the treasury of the Company) at the Expiration Time, then, immediately prior to the opening of business on the day after the Expiration Date, the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the close of business on the Expiration Date by a fraction of which the numerator shall be the product of the number of shares of Common Stock outstanding (including tendered shares but excluding any shares held in the treasury of the Company) at the Expiration Time multiplied by the Current Market Price Per Share of the Common Stock on the Trading Day next succeeding the Expiration Date and the denominator shall be the sum of (x) the aggregate consideration (determined as aforesaid) payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender offer) of all shares validly tendered and not withdrawn as of the Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Purchased Shares") and (y) the product of the number of shares of Common Stock outstanding (less any Purchased Shares and excluding any shares held in the treasury of the Company) at the Expiration Time and the Current Market Price Per Share of Common Stock on the Trading Day next succeeding the Expiration Date, such reduction to become effective immediately prior to the opening of business on the day following the Expiration Date. In the event that the Company is obligated to purchase shares pursuant to any such tender offer, but the Company is permanently prevented by applicable law from effecting any or all such purchases or any or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price which would have been in effect based upon the number of

shares actually purchased. If the application of this Section 5.06(e) to any tender offer would result in an increase in the Conversion Price, no adjustment shall be made for such tender offer under this Section 5.06(e).

(2) For purposes of Section 5.06(d) and 5.06(e), the term "tender offer" shall mean and include both tender offers and exchange offers (within the meaning of U.S. Federal securities laws), all references to "purchases" of shares in tender offers (and all similar references) shall mean and include both the purchase of shares in tender offers and the acquisition of shares pursuant to exchange offers, and all references to "tendered shares" (and all similar references) shall mean and include shares tendered in both tender offers and exchange offers.

(f) For the purpose of any computation under subsections (b), (c), (d) and (e) of this Section 5.06, the current market price per share of Common Stock (the "Current Market Price Per Share") on any date shall be deemed to be the average of the daily Closing Prices for the 30 consecutive Trading Days commencing 45 Trading Days before (i) the Determination Date or the Expiration Date, as the case may be, with respect to distributions or tender offers under subsection (e) of this Section 5.06 or (ii) the record date with respect to distributions, issuances or other events requiring such computation under subsection (b), (c) or (d) of this Section 5.06. The Closing Price for each day (the "Closing Price") shall be the last reported sales price or, in case no such reported sale takes place on such date, the average of the reported closing bid and asked prices in either case on The New York Stock Exchange (the "NYSE") or The Nasdaq National Market (the "NNM"), as applicable, or, if the Common Stock is not listed or admitted to trading on the NYSE or the NNM, the principal national securities exchange or quotation system on which the Common Stock is quoted or listed or admitted to trading or, if not quoted or listed or admitted to trading on any national securities exchange or quotation system, the closing sales price or, in case no reported sale takes place, the average of the closing bid and asked prices, as furnished by any two members of the National Association of Securities Dealers, Inc. selected from time to time by the Company

for that purpose. If no such prices are available, the Current Market Price Per Share shall be the fair value of a share of Common Stock (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence of such fair market value and which shall be evidenced by an Officers' Certificate delivered to the Trustee).

(g) In any case in which this Section 5.06 shall require that an adjustment be made following a record date or a Determination Date or Expiration Date, as the case may be, established for purposes of this Section 5.06, the Company may elect to defer (but only until five Business Days following the filing by the Company with the Trustee of the certificate described in Section 5.09) issuing to the Holder of any Security converted after such record date or Determination Date or Expiration Date the shares of Common Stock and other capital stock of the Company issuable upon such conversion over and above the shares of Common Stock and other capital stock of the Company issuable upon such conversion only on the basis of the Conversion Price prior to adjustment; and, in lieu of the shares the issuance of which is so deferred, the Company shall issue or cause its transfer agent to issue due bills or other appropriate evidence prepared by the Company of the right to receive such shares. If any distribution in respect of which an adjustment to the Conversion Price is required to be made as of the record date or Determination Date or Expiration Date therefor is not thereafter made or paid by the Company for any reason, the Conversion Price shall be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or such effective date or Determination Date or Expiration Date had not occurred.

SECTION 5.07. No Adjustment. No adjustment in the Conversion Price shall be required unless the adjustment would require an increase or decrease of at least 1% in the Conversion Price as last adjusted; provided, however, that any adjustments which by reason of this Section 5.07 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article 5 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be.

No adjustment need be made for issuances of Common Stock pursuant to a Company plan for reinvestment of dividends or interest or for a change in the par value or a change to no par value of the Common Stock.

To the extent that the Securities become convertible into the right to receive cash, no adjustment need be made thereafter as to the cash. Interest will not accrue on the cash.

SECTION 5.08. Adjustment for Tax Purposes. The Company shall be entitled to make such reductions in the Conversion Price, in addition to those required by Section 5.06, as it in its discretion shall determine to be advisable in order that any stock dividends, subdivisions of shares, distributions of rights to purchase stock or securities or distributions of securities convertible into or exchangeable for stock hereafter made by the Company to its stockholders shall not be taxable.

SECTION 5.09. Notice of Adjustment. Whenever the Conversion Price or conversion privilege is adjusted, the Company shall promptly mail to Securityholders a notice of the adjustment and file with the Trustee an Officers' Certificate briefly stating the facts requiring the adjustment and the manner of computing it. Unless and until the Trustee shall receive an Officers' Certificate setting forth an adjustment of the Conversion Price, the Trustee may assume without inquiry that the Conversion Price has not been adjusted and that the last Conversion Price of which it has knowledge remains in effect.

SECTION 5.10. Notice of Certain Transactions. In the event that:

(1) the Company takes any action which would require an adjustment in the Conversion Price;

(2) the Company consolidates or merges with or into, or transfers all or substantially all of its property and assets to, another corporation or another corporation merges into the Company and, in each such case, stockholders of the Company must approve the transaction; or

(3) there is a dissolution or liquidation of the Company, the Company shall mail to Holders and file

with the Trustee a notice stating the proposed record or effective date, as the case may be. The Company shall mail the notice at least ten days before such date. Failure to mail such notice or any defect therein shall not affect the validity of any transaction referred to in clause (1), (2) or (3) of this Section 5.10.

SECTION 5.11. Effect of Reclassification, Consolidation, Merger or Sale on Conversion Privilege. If any of the following shall occur, namely: (a) any reclassification or change of shares of Common Stock issuable upon conversion of the Securities (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination, or any other change for which an adjustment is provided in Section 5.06); (b) any consolidation or merger or combination to which the Company is a party other than a merger in which the Company is the continuing corporation and which does not result in any reclassification of, or change (other than in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination) in, outstanding shares of Common Stock; or (c) any sale, conveyance, transfer or lease of all or substantially all of the property and assets of the Company, directly or indirectly, to any Person, then the Company, or such successor, purchasing, transferee or leasing Person, as the case may be, shall, as a condition precedent to such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease, execute and deliver to the Trustee a supplemental indenture providing that the Holder of each Security then outstanding shall have the right to convert such Security into the kind and amount of shares of stock and other securities and property (including cash) receivable upon such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease by a holder of the number of shares of Common Stock deliverable upon conversion of such Security immediately prior to such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease. Such supplemental indenture shall provide for adjustments of the Conversion Price which shall be as nearly equivalent as may be practicable to the adjustments of the Conversion Price provided for in this Article 5. If, in the case of any such consolidation, merger, combination, sale, conveyance, transfer or lease the

stock or other securities and property (including cash) receivable thereupon by a holder of Common Stock include shares of stock or other securities and property of a Person other than the successor, purchasing, transferee or leasing Person, as the case may be, in such consolidation, merger, combination, sale, conveyance, transfer or lease, then such supplemental indenture shall also be executed by such other Person and shall contain such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors of the Company shall reasonably consider necessary by reason of the foregoing. The provisions of this Section 5.11 shall similarly apply to successive reclassifications, changes, combinations, consolidations, mergers, sales, conveyances, transfers or leases.

In the event the Company shall execute a supplemental indenture pursuant to this Section 5.11, the Company shall promptly file with the Trustee (x) an Officers' Certificate briefly stating the reasons therefor, the kind or amount of shares of stock or other securities or property (including cash) receivable by Holders of the Securities upon the conversion of their Securities after any such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease, any adjustment to be made with respect thereto and that all conditions precedent have been complied with and (y) an Opinion of Counsel that all conditions precedent have been complied with, and shall promptly mail notice thereof to all Holders.

SECTION 5.12. Trustee's Disclaimer. The Trustee shall have no duty to determine when an adjustment under this Article 5 should be made, how it should be made or what such adjustment should be, but may accept as conclusive evidence of that fact or the correctness of any such adjustment, and shall be protected in relying upon, an Officers' Certificate including the Officers' Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 5.09. The Trustee makes no representation as to the validity or value of any securities or assets issued upon conversion of Securities, and the Trustee shall not be responsible for the Company's failure to comply with any provisions of this Article 5.

The Trustee shall not be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture executed pursuant to

Section 5.11, but may accept as conclusive evidence of the correctness thereof, and shall be fully protected in relying upon, the Officers' Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 5.11.

SECTION 5.13. Voluntary Reduction. The Company from time to time may voluntarily reduce the Conversion Price by any amount for any period of time if the period is at least 20 days and if the reduction is irrevocable during the period if the Board of Directors of the Company determines that such reduction would be in the best interest of the Company, and the Company provides 15 days' prior notice of any voluntary reduction in the Conversion Price; provided, however, that in no event may the Company reduce the Conversion Price to be less than the par value of a share of Common Stock.

ARTICLE 6

Successor Companies

SECTION 6.01. When Company May Merge or Transfer Assets. The Company may not consolidate, combine with or merge with or into any other Person, in a transaction in which it is not the surviving corporation, sell, convey, transfer or lease all or substantially all of its properties and assets to any successor Person unless:

(1) the successor, purchasing, transferring or leasing Person, if any, is a corporation, limited liability company, partnership, trust or other entity organized and existing under the laws of the United States, any State thereof or the District of Columbia (the "Successor Person") and expressly assumes the obligations of the Company under this Indenture by a supplemental indenture as provided in Section 5.11;

(2) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(3) the Company shall have delivered to the Trustee an Officers's Certificate and an Opinion of Counsel, each stating that such consolidation, combination, merger, conveyance, sale, transfer or

lease and such supplemental indenture (if any) comply with this Indenture;

The Successor Person shall be the successor to the Company and shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Indenture, but the predecessor Company in the case of a sale, conveyance, transfer or lease shall not be released from the obligation to pay the principal of and interest on the Securities.

ARTICLE 7

Defaults and Remedies

SECTION 7.01. Events of Default. An "Event of Default" occurs if:

(1) the Company defaults in any payment of interest on any Security when the same becomes due and payable, whether or not such payment shall be prohibited by Article 11, and such default continues for a period of 30 days;

(2) the Company (i) defaults in the payment of the principal of any Security when the same becomes due and payable at its Stated Maturity, upon redemption, upon declaration or otherwise, whether or not such payment shall be prohibited by Article 11 or (ii) fails to redeem or purchase Securities when required pursuant to this Indenture or the Securities, whether or not such redemption or purchase shall be prohibited by Article 11;

(3) the Company fails to provide notice of a Change in Control in accordance with Section 4.07;

(4) the Company fails to comply with its obligations under Section 6.01;

(5) the Company fails to comply with any of its agreements in the Securities or this Indenture (other than those referred to in clauses (1) through (4) above) and such failure continues for 60 days after the notice specified below;

(6) the Company pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a Custodian of it or for a substantial part of its property; or

(D) makes a general assignment for the benefit of its creditors;

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company in an involuntary case;

(B) appoints a Custodian of the Company or for any substantial part of its property; or

(C) orders the winding up or liquidation of the Company;

and the order or decree remains unstayed and in effect for 60 days (together with Clause (6), the "bankruptcy provisions"); or

(8) Indebtedness of the Company is not paid within 15 days of any applicable grace period after final maturity or is accelerated by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds $20.0 million (the "cross acceleration provision").

However, a default under clauses (3) or (5) will not constitute an Event of Default until the Trustee or the holders of 25% in principal amount of the outstanding Securities notify the Company of the default and the Company does not cure such default within the time specified after receipt of such notice.

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.

The term "Bankruptcy Law" means Title 11, United States Code, or any similar Federal, state or foreign law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

SECTION 7.02. Acceleration. If an Event of Default (other than an Event of Default specified in Section 7.01(6) or (7) (in either case) with respect to the Company) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Securities by notice to the Company and the Trustee, may declare the principal of and accrued but unpaid interest on all the Securities to be due and payable. Upon such a declaration, such principal and interest shall be due and payable immediately. If an Event of Default specified in Section 7.01(6) or (7) occurs, the principal of and interest on all the Securities shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Securityholders. The Holders of a majority in principal amount of the outstanding Securities by notice to the Trustee may rescind an acceleration with respect to the Securities and its consequences if the rescission would not conflict with any judgment or decree, if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration and all payments due to the Trustee under Section 8.07 of this Indenture have been made. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

SECTION 7.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or

remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

SECTION 7.04. Waiver of Past Defaults. The Holders of a majority in principal amount of the Securities by notice to the Trustee may waive an existing Default and its consequences except (1) a Default in the payment of the principal of or interest on a Security or (2) a Default in respect of a provision that under Section 10.02 cannot be amended without the consent of each Securityholder affected. When a Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

SECTION 7.05. Control by Majority. The Holders of a majority in principal amount of the outstanding Securities may 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. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 8.01, that the Trustee determines is unduly prejudicial to the rights of other Securityholders or would involve the Trustee in personal liability; provided, however, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any action hereunder, the Trustee shall be entitled to indemnification from the Holders satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

SECTION 7.06. Limitation on Suits. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Securityholder may pursue any remedy with respect to this Indenture or the Securities unless:

(1) the Holder gives to the Trustee written notice stating that an Event of Default is continuing;

(2) the Holders of at least 25% in principal amount of the outstanding Securities make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee reasonable security or indemnity against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the Securities do not give the Trustee a direction inconsistent with the request during such 60-day period.

A Securityholder may not use this Indenture to prejudice the rights of another Securityholder or to obtain a preference or priority over another Securityholder.

SECTION 7.07. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Securities held by such Holder, on or after the respective due dates expressed in the Securities, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 7.08. Collection Suit by Trustee. If an Event of Default specified in Section 7.01(1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount then due and owing (together with interest on any unpaid interest to the extent lawful) and the amounts provided for in Section 8.07.

SECTION 7.09. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Securityholders allowed in any judicial proceedings relative to the Company, its creditors or its property to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due the Trustee under Section 8.07, and to take any other action with respect to such claims, including participating as a member of any official committee of creditors, as it reasonably deems necessary or advisable, and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee

in bankruptcy or other Person performing similar functions. The Trustee shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 8.07.

SECTION 7.10. Priorities. If the Trustee collects any money pursuant to this Article 7, it shall pay out the money in the following order:

FIRST: to the Trustee for amounts due to the Trustee under Section 8.07 or any other provision of this Indenture;

SECOND: to holders of Senior Indebtedness of the Company to the extent required by Article 11;

THIRD: to Securityholders for amounts due and unpaid on the Securities for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively; and

FOURTH: to the Company.

The Trustee may fix a record date and payment date for any payment to Securityholders pursuant to this Section. At least 15 days before such record date, the Trustee shall mail to each Securityholder and the Company a notice that states the record date, the payment date and amount to be paid.

SECTION 7.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the

suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 7.07 or a suit by Holders of more than 10% in principal amount of the Securities.

ARTICLE 8

Trustee

SECTION 8.01. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which, by any provision hereof, are required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 7.05.

(d) Every provision of this Indenture that in any way relates to the Trustee, other than paragraph (g) of this Section, is subject to paragraphs (a), (b) and (c) of this Section.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and to the provisions of the TIA.

SECTION 8.02. Rights of Trustee. (a) The Trustee, may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any

action it takes or omits to take in good faith in reliance on the Officers' Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) Subject to Section 8.01(c), the Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(e) The Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Securities shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Trust Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default or Event of Default is received by the Trustee at the Corporate Trust Office, and such notice references the Securities under this Indenture.

(g) The rights, privileges, protections, immunities and benefits given to the Trustee hereunder, including without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed by the Trustee consistent with the terms of this Indenture to act hereunder.

(h) Any permissive right or authority granted to the Trustee shall not be construed as a mandatory duty.

SECTION 8.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Trustee must comply with Sections 8.10 and 8.11.

SECTION 8.04. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Company's use of the proceeds from the Securities, and it shall not be responsible for any statement of the Company in the Indenture or in any document issued in connection with the sale of the Securities or in the Securities other than the Trustee's certificate of authentication.

SECTION 8.05. Notice of Defaults. If a Default occurs and is continuing and if it is actually known to the Trustee, or upon written notice from the Company or any Securityholder or upon a Payment Default, the Trustee shall mail to each Securityholder notice of the Default within 90 days after it occurs. Except in the case of a Default in payment of principal of or interest on any Security (including payments pursuant to the mandatory redemption provisions of such Security, if any), the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of Securityholders.

SECTION 8.06. Reports by Trustee to Holders. As promptly as practicable after each November 15 beginning with November 15, 2003, and in any event within 60 days of each November 15, the Trustee shall mail to each Securityholder a brief report dated as of November 15 of each year that complies with TIA Section 313(a). The Trustee also shall comply with TIA Section 313(b).

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each stock exchange (if any) on which the Securities are listed. The Company agrees to notify promptly the Trustee whenever the Securities become listed on any stock exchange and of any delisting thereof.

SECTION 8.07. Compensation and Indemnity. The Company shall pay to the Trustee from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable out-of-pocket expenses, disbursements and advances incurred or made by it, including costs of collection, in addition to

the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Company shall indemnify the Trustee against any and all loss, liability or expense (including reasonable attorneys' fees) incurred by it in connection with the administration of this trust and the performance of its duties hereunder, including the costs and expenses of enforcing this Indenture (including this Section 8.07) against the Company and defending itself against any claim (whether asserted by any Securityholder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder unless such failure prejudices the Company. The Company shall defend the claim and the Trustee may have separate counsel and the Company shall pay the fees and expenses of such counsel. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own wilful misconduct, negligence or bad faith.

The Company need not pay for any settlement made by the Trustee without the Company's consent, such consent not to be unreasonably withheld.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Securities.

The Company's payment obligations, and the lien granted to the Trustee, pursuant to this Section shall survive the discharge of this Indenture. When the Trustee incurs expenses or renders services after the occurrence of a Default specified in Section 7.01(6) or (7) with respect to the Company, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under the Bankruptcy Law.

SECTION 8.08. Replacement of Trustee. The Trustee may resign at any time by so notifying the Company.

The Holders of a majority in principal amount of the Securities may remove the Trustee by so notifying the Trustee and may appoint a successor Trustee. The Company shall remove the Trustee if:

(1) the Trustee fails to comply with Section 8.10;

(2) the Trustee is adjudged bankrupt or insolvent;

(3) a receiver or other public officer takes charge of the Trustee or its property; or

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the outstanding Securities and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Securityholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided that the amounts owing to the Trustee hereunder have been paid and subject to the lien provided for in Section 8.07.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 10% in principal amount of the Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 8.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section, the Company's obligations under

Section 8.07 shall continue for the benefit of the retiring Trustee.

SECTION 8.09. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee provided that such successor shall be eligible and qualified under Section 8.10.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Securities shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Securities so authenticated; and in case at that time any of the Securities shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Securities or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 8.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of TIA Section 310(a). The Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with TIA Section 310(b); provided, however, that there shall be excluded from the operation of TIA Section 310(b)(1) any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding if the requirements for such exclusion set forth in TIA Section 310(b)(1) are met.

SECTION 8.11. Preferential Collection of Claims Against Company. The Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

ARTICLE 9

Discharge of Indenture

SECTION 9.01. Satisfaction and Discharge of Indenture. This Indenture shall cease to be of further effect (except as to any rights of conversion, registration of transfer or exchange of Securities herein expressly provided for and except as further provided below), and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when (a) either;

(1) all Securities theretofore authorized and delivered (other than (x) Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.10 and (y) Securities for whose payment money has therefore been deposited in trust and thereafter repaid to the Company as provided in Section 9.03, have been delivered to the Trustee for cancellation; or

(2) all such Securities not theretofore delivered to the Trustee for cancellation (x) have become due and payable, (y) will become due and payable at the Stated Maturity within 90 days, or (z) have been called for redemption within 90 days under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, and the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee or a Paying Agent (other than the Company or any of its Affiliates) as trust funds in trust for the purpose cash in an amount sufficient to pay and discharge the entire indebtedness on such Securities not theretofore delivered to the Trustee for cancellation, for principal and interest to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Optional Redemption Date, as the case may be;

(b) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(c) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 8.07 shall survive and, if money shall have been deposited with the Trustee pursuant to clause (1) of this Section, the provisions of Sections 2.03, 2.05, 2.06, 2.07, 2.08, 2.10, 4.02, 4.04, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, Article 5, Article 6, and this Article 9 shall survive until the Securities have been paid in full.

SECTION 9.02. Application of Trust Money. Subject to the provisions of Section 9.03, the Trustee or a Paying Agent shall hold in trust, for the benefit of the Holders, all money deposited with it pursuant to Section 9.01 and shall apply the deposited money in accordance with this Indenture and the Securities to the payment of the principal of and interest on the Securities. Money so held in trust shall not be subject to the subordination provisions of Article 11.

SECTION 9.03. Repayment to Company. The Trustee and the Paying Agent shall promptly turn over to the Company upon request any excess money (i) deposited with them pursuant to Section 9.01 and (ii) held by them at any time.

The Trustee and each Paying Agent shall pay to the Company upon request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Securityholders entitled to the money must look to the Company for payment as general creditors.

SECTION 9.04. Reinstatement. If the Trustee or any Paying Agent is unable to apply any money in accordance with Section 9.02 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 9.01

until such time as the Trustee or such Paying Agent is permitted to apply all such money in accordance with Section 9.02; provided, however, that if the Company has made any payment of the principal of or interest on any Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive any such payment from the money held by the Trustee or such Paying Agent.

ARTICLE 10

Amendments

SECTION 10.01. Without Consent of Holders. The Company and the Trustee may amend this Indenture or the Securities without notice to or consent of any Securityholder:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to comply with Section 5.11 or Article 6;

(3) to provide for uncertificated Securities in addition to or in place of Certificated Securities; provided, however, that the uncertificated Securities are issued in registered form for purposes of Section 163(f) of the Code or in a manner such that the uncertificated Securities are described in Section 163(f)(2)(B) of the Code;

(4) to appoint a successor Trustee;

(5) to comply with any requirements of the SEC in connection with qualifying, or maintaining the qualification of, this Indenture under the TIA;

(6) to add guarantees with respect to the Securities or to secure the Securities;

(7) to add to covenants of the Company for the benefit of the Securityholders or to surrender any right or power conferred upon the Company; and

(8) to make any change that does not adversely affect the rights of any Securityholder, including

providing for the sale and resale of the Securities under Regulation S of the Securities Act.

After an amendment under this Section becomes effective, the Company shall mail to Securityholders a notice briefly describing such amendment. The failure to give such notice to all Securityholders, or any defect therein, shall not impair or affect the validity of an amendment under this Section.

SECTION 10.02. With Consent of Holders. The Company and the Trustee may amend this Indenture or the Securities without notice to any Securityholder but with the written consent of the Holders of at least a majority in principal amount of the Securities then outstanding (including consents obtained in connection with a tender offer or exchange for the Securities). However, without the written consent of each Securityholder affected thereby, an amendment may not:

(a) change the stated maturity of the principal of, or interest on, any Security;

(b) reduce the principal amount of, or any premium or interest on, any Security;

(c) reduce the amount of principal payable upon acceleration of the maturity of any Security;

(d) change the time at which any Security may be redeemed in accordance with Article 3;

(e) change the place or currency of payment of principal of, or any premium or interest on, any Security;

(f) impair the right to institute suit for the enforcement of any payment on, or with respect to, any Security;

(g) modify the subordination provisions of Article 11 in a manner materially adverse to the Holders of Securities;

(h) adversely affect the right of Holders to convert Securities other than under Article 5 of this Indenture; or

(i) adversely affect the adjustment of the Conversion Price except as provided in Article 5 of this Indenture;

(j) reduce the percentage of the aggregate principal amount of the outstanding Securities whose Holders must consent to a modification or amendment of this Indenture; and

(k) modify any of the provisions of this Section or Section 7.04, except to increase any such percentage or to provide that specified additional provisions of this Indenture cannot be modified or waived without the consent of the Holder of each outstanding Security affected thereby.

It shall not be necessary for the consent of the Holders under this Section 10.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 10.02 becomes effective, the Company shall mail to the Holders affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment, supplement or waiver. An amendment or supplement under this Section 10.02 or under Section 10.01 may not make any change that adversely affects the rights under Article 11 of any holder of an issue of Senior Indebtedness unless the holders of that issue, pursuant to its terms, consent to the change.

SECTION 10.03. Compliance with Trust Indenture Act. Every amendment to this Indenture or the Securities shall comply with the TIA as then in effect to the extent required thereby.

SECTION 10.04. Revocation and Effect of Consents and Waivers. A consent to an amendment or a waiver by a Holder of a Security shall bind the Holder and every subsequent Holder of that Security or portion of the Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent or waiver is not made on the Security. However, any such Holder or subse-

quent Holder may revoke the consent or waiver as to such Holder's Security or portion of the Security if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. After an amendment or waiver becomes effective, it shall bind every Securityholder. An amendment or waiver becomes effective upon the execution of such amendment or waiver by the Trustee.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Securityholders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Securityholders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 10.05. Notation on or Exchange of Securities. If an amendment changes the terms of a Security, the Trustee may require the Holder of the Security to deliver it to the Trustee. The Trustee may place an appropriate notation on the Security regarding the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Security shall issue and the Trustee shall authenticate a new Security that reflects the changed terms. Failure to make the appropriate notation or to issue a new Security shall not affect the validity of such amendment.

SECTION 10.06. Trustee To Sign Amendments. The Trustee shall sign any amendment authorized pursuant to this Article 10 if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing any amendment the Trustee shall be entitled to receive and (subject to Section 8.01) shall be fully protected in relying upon, an Officer's Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture.

SECTION 10.07. Payment for Consent. Neither the Company nor any Affiliate of the Company shall, directly or

indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Securities unless such consideration is offered to be paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

ARTICLE 11

Subordination

SECTION 11.01. Agreement To Subordinate. The Company agrees, and each Securityholder by accepting a Security agrees, that the Indebtedness evidenced by the Securities is subordinated in right of payment, to the extent and in the manner provided in this Article 11, to the prior payment in full in cash of all Obligations with respect to Senior Indebtedness of the Company and that the subordination is for the benefit of and enforceable by the holders of such Senior Indebtedness. All provisions of this Article 11 shall be subject to Section 11.12.

SECTION 11.02. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution or winding up of the Company or upon any assignment for the benefit of creditors or marshaling of assets of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property, whether voluntary or involuntary:

(1) the holders of Senior Indebtedness of the Company shall be entitled to receive payment in full in cash of all Obligations with respect to such Senior Indebtedness (including all interest accruing subsequent to the filing of a petition in bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law) before Securityholders shall be entitled to receive any payment or distribution with respect to the Securities; and

(2) until all Obligations with respect to such Senior Indebtedness are paid in full in cash, any payment or distribution to which Securityholders would be entitled but for this Article 11 shall be made to holders of such Senior Indebtedness as their interests may appear, except that Securityholders may receive in exchange for the Securities in any proceeding of the type described above in this Section 11.02, (x) equity securities of the Company which, in any case, do not provide any mandatory redemption or similar retirement prior to the maturity of the Securities or (y) unsecured debt securities of the Company which are subordinated to at least the same extent as the Securities to the payment of all Senior Indebtedness of the Company and which, in any case, do not mature or become subject to a mandatory redemption obligation prior to the maturity of the Securities.

SECTION 11.03. Default on Senior Indebtedness. The Company may not pay (in cash, property or other assets) the principal or interest on the Securities and may not repurchase, redeem or otherwise retire any Securities (collectively, "pay the Securities") if either of the following occurs (each, a "Payment Default") (i) any Obligations with respect to Senior Indebtedness are not paid in full when due or (ii) any other default on Senior Indebtedness occurs and the maturity of such 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 in writing or (y) such Senior Indebtedness has been paid in full in cash; provided, however, that the Company may pay the Securities without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of such Senior Indebtedness. During the continuance of any default (other than a default described in clause (i) or (ii) of the preceding sentence) with respect to any Designated Senior Indebtedness pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, the Company may not pay the Securities for a period (a "Payment Blockage Period") commencing upon the receipt by the Company and the Trustee of written notice (a "Blockage Notice") of such default from the Representative of such Designated Senior

Indebtedness specifying an election to effect a Payment Blockage Period and ending 179 days thereafter (or earlier if such Payment Blockage Period is terminated (1) by written notice to the Trustee and the Company from the Person or Persons who gave such Blockage Notice, (2) because no defaults continue in existence which would permit the acceleration of the maturities of any Designated Senior Indebtedness at such time) or (3) because such Designated Senior Indebtedness has been repaid in full in cash. Unless the holders of such Designated Senior Indebtedness or the Representative of such holders shall have accelerated the maturity of such Designated Senior Indebtedness, or any Payment Default otherwise exists, the Company may resume payments on the Securities after termination of such Payment Blockage Period and may make any and all payments that were previously subject to a Payment Blockage Period. The Securities shall not be subject to more than one Payment Blockage Period in any consecutive 360-day period. For purposes of this Section, no default or event of default which 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 (it being acknowledged and agreed that (x) any default or event of default as a result of a continued failure to meet a financial covenant or test for a period ended subsequent to the commencement of a Payment Blockage Period shall constitute a new default or event of default, as the case may be, and shall be deemed not to be a continuing default or event of default, as the case may be, for purposes of this sentence and (y) any subsequent action which would give rise to a default or an event of default pursuant to any provision under which a default or event of default previously existed or was continuing shall constitute a new default or event of default, as the case may be, for this purpose and shall be deemed not to be a continuing default or event of default, as the case may be, for purposes of this sentence).

SECTION 11.04. Acceleration of Payment of Securities. If payment of the Securities is accelerated because of an Event of Default, the Company or the Trustee

shall promptly notify the holders of the Designated Senior Indebtedness (or their Representatives) of the acceleration. If any Designated Senior Indebtedness is outstanding at the time of such acceleration, the Company may not pay the Securities until five Business Days after the Representatives of all the issues of Designated Senior Indebtedness receive notice of such acceleration and, thereafter, may pay the Securities only if the Indenture otherwise permits payment at that time.

SECTION 11.05. When Distribution Must Be Paid Over. If a distribution is made to Securityholders that because of this Article 11 should not have been made to them, the Securityholders who receive the distribution shall hold it in trust for holders of Senior Indebtedness of the Company and pay it over to them as their interests may appear.

SECTION 11.06. Subrogation. After all Senior Indebtedness of the Company is paid in full in cash and until the Securities are paid in full, Securityholders shall be subrogated to the rights of holders of such Senior Indebtedness to receive distributions applicable to such Senior Indebtedness. A distribution made under this Article 11 to holders of such Senior Indebtedness which otherwise would have been made to Securityholders is not, as between the Company and Securityholders, a payment by the Company on such Senior Indebtedness.

SECTION 11.07. Relative Rights. This Article 11 defines the relative rights of Securityholders and holders of Senior Indebtedness of the Company. Nothing in this Indenture shall:

(1) impair, as between the Company and Securityholders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Securities in accordance with their terms; or

(2) prevent the Trustee or any Securityholder from exercising its available remedies upon a Default, subject to the rights of holders of Senior Indebtedness of the Company to receive distributions otherwise payable to Securityholders.

SECTION 11.08. Subordination May Not Be Impaired by Company. No right of any holder of Senior Indebtedness of the Company to enforce the subordination of the Indebtedness evidenced by the Securities shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture.

SECTION 11.09. Rights of Trustee and Paying Agent. Notwithstanding Section 11.03, the Trustee or Paying Agent may continue to make payments on the Securities and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments unless, not less than two Business Days prior to the date of such payment, a Trust Officer of the Trustee receives notice satisfactory to it that payments may not be made under this Article 11. The Company, the Registrar or co-registrar, the Paying Agent, a Representative or a holder of Senior Indebtedness may give the notice.

The Trustee in its individual or any other capacity may hold Senior Indebtedness of the Company with the same rights it would have if it were not Trustee. The Registrar and co-registrar and the Paying Agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 11 with respect to any Senior Indebtedness of the Company which may at any time be held by it, to the same extent as any other holder of such Senior Indebtedness; and nothing in Article 8 shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 11 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 8.07.

SECTION 11.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Indebtedness of the Company, the distribution may be made and the notice given to their Representative (if any).

SECTION 11.11. Article 11 Not To Prevent Events of Default or Limit Right To Accelerate. The failure to make a payment pursuant to the Securities by reason of any provision in this Article 11 shall not be construed as preventing the occurrence of a Default. Nothing in this Article 11 shall have any effect on the right of the Securityholders or the Trustee to accelerate the maturity of the Securities.

SECTION 11.12. Trustee Entitled To Rely. Upon any payment or distribution pursuant to this Article 11, the Trustee and the Securityholders shall be entitled to rely (i) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 11.02 are pending, (ii) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Securityholders or (iii) upon the Representatives for the holders of Senior Indebtedness of the Company for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of such Senior Indebtedness and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 11. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Indebtedness of the Company to participate in any payment or distribution pursuant to this Article 11, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of such Senior Indebtedness held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 11, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 8.01 and 8.02 shall be applicable to all actions or omissions of actions by the Trustee pursuant to this Article 11.

SECTION 11.13. Trustee To Effectuate Subordination. Each Securityholder by accepting a Security authorizes and directs the Trustee on its behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Securityholders and the holders of Senior Indebtedness of the Company as provided in this Article 11 and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 11.14. Trustee Not Fiduciary for Holders of Senior Indebtedness. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Securityholders or the

Company or any other Person, money or assets to which any holders of Senior Indebtedness of the Company shall be entitled by virtue of this Article 11 or otherwise.

SECTION 11.15. Reliance by Holders of Senior Indebtedness on Subordination Provisions. Each Securityholder by accepting a Security acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Indebtedness of the Company, whether such Senior Indebtedness was created or acquired before or after the issuance of the Securities, to acquire and continue to hold, or to continue to hold, such Senior Indebtedness and such holder of such Senior Indebtedness shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Indebtedness.

ARTICLE 12

Miscellaneous

SECTION 12.01 Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in the Indenture by the TIA, the required provision shall control.

SECTION 12.02. Notices. Any notice or communication shall be in writing and delivered or mailed to the address set forth below:

if to the Company:

Skyworks Solutions, Inc.
20 Sylvan Road
Woburn, MA 01801

Attention: Chief Financial Officer

if to the Trustee:

State Street Bank and Trust Company
2 Avenue de Lafayette
Boston, MA 02111

Attention: Skyworks Solutions 4 3/4%
Subordinated Notes due 2007

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Securityholder shall be mailed to the Securityholder at the Securityholder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

SECTION 12.03. Communication by Holders with Other Holders. Securityholders may communicate pursuant to TIA Section 312(b) with other Securityholders with respect to their rights under this Indenture or the Securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

SECTION 12.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take or refrain from taking any action under this Indenture, the Company shall furnish to the Trustee:

(1) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance

reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 12.05. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(1) a statement that the individual making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

SECTION 12.06. When Securities Disregarded. In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which the Trustee knows are so owned shall be so disregarded. Also, subject to the foregoing, only Securities outstanding at the time shall be considered in any such determination.

SECTION 12.07. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Securityholders. The Registrar and the Paying Agent may make reasonable rules for their functions.

SECTION 12.08. Legal Holidays. A "Legal Holiday" is a Saturday, a Sunday or a day on which banking institutions are not required to be open in the State of New York or the Commonwealth of Massachusetts. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

SECTION 12.09. Governing Law. This Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

SECTION 12.10. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Securityholder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Securities.

SECTION 12.11. Successors. All agreements of the Company in this Indenture and the Securities shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 12.12. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture.

SECTION 12.13. Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

SKYWORKS SOLUTIONS, INC.

by /s/ PAUL E. VINCENT
_____
Name: Paul E. Vincent
Title: Vice President
and Chief Financial Officer

STATE STREET BANK AND TRUST COMPANY,
as Trustee

by /s/ ALISON D.B. NADEAU
_____
Name: Alison D.B. Nadeau
Title: Vice President

EXHIBIT A

See Form of 4.75% Convertible Subordinated Note of the Company filed herewith as Exhibit 4.d

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN. THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION THEREOF MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION THEREOF MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF

AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. IN ANY CASE, THE HOLDER HEREOF WILL NOT, DIRECTLY OR INDIRECTLY, ENGAGE IN ANY HEDGING TRANSACTIONS WITH REGARD TO THIS SECURITY EXCEPT AS PERMITTED UNDER THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY IS ENTITLED TO THE BENEFITS OF A REGISTRATION RIGHTS AGREEMENT (AS SUCH TERM IS DEFINED IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF) AND, BY ITS ACCEPTANCE HEREOF, AGREES TO BE BOUND BY AND TO COMPLY WITH THE PROVISIONS OF SUCH REGISTRATION RIGHTS AGREEMENT.

THIS SECURITY MAY NOT BE SOLD OR TRANSFERRED TO, AND EACH PURCHASER BY ITS PURCHASE OF THIS SECURITY SHALL BE DEEMED TO HAVE REPRESENTED AND COVENANTED THAT IT IS NOT ACQUIRING THIS SECURITY FOR OR ON BEHALF OF, AND WILL NOT TRANSFER THIS SECURITY TO, ANY EMPLOYEE BENEFIT PLAN (A "PLAN") AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), EXCEPT THAT SUCH PURCHASE FOR OR ON BEHALF OF A PLAN SHALL BE PERMITTED:

(I) TO THE EXTENT SUCH PURCHASE IS MADE BY OR ON BEHALF OF A BANK COLLECTIVE INVESTMENT FUND MAINTAINED BY THE PURCHASER IN WHICH NO PLAN (TOGETHER WITH ANY OTHER PLANS MAINTAINED BY THE SAME EMPLOYER OR EMPLOYEE ORGANIZATION) HAS AN INTEREST IN EXCESS OF 10% OF THE TOTAL ASSETS IN SUCH COLLECTIVE INVESTMENT FUND, AND THE OTHER APPLICABLE CONDITIONS OF PROHIBITED TRANSACTION CLASS EXEMPTION 91-38 ISSUED BY THE DEPARTMENT OF LABOR ARE SATISFIED;

(II) TO THE EXTENT SUCH PURCHASE IS MADE BY OR ON BEHALF OF AN INSURANCE COMPANY POOLED SEPARATE ACCOUNT MAINTAINED BY THE PURCHASER IN WHICH, AT ANY TIME WHILE THESE SECURITIES ARE OUTSTANDING, NO PLAN (TOGETHER WITH ANY OTHER PLANS MAINTAINED BY THE SAME EMPLOYER OR EMPLOYEE ORGANIZATION) HAS AN INTEREST IN EXCESS OF 10% OF THE TOTAL OF ALL ASSETS IN SUCH POOLED SEPARATE ACCOUNT, AND THE OTHER APPLICABLE CONDITIONS OF PROHIBITED TRANSACTION CLASS EXEMPTION 90-1 ISSUED BY THE DEPARTMENT OF LABOR ARE SATISFIED;

(III) TO THE EXTENT SUCH PURCHASE IS MADE BY AN INVESTMENT FUND ON BEHALF OF A PLAN BY (A) AN INVESTMENT ADVISER REGISTERED UNDER THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED (THE "1940 ACT"), THAT HAD AS OF THE LAST DAY OF ITS MOST RECENT FISCAL YEAR TOTAL ASSETS UNDER ITS MANAGEMENT AND CONTROL IN EXCESS OF $50.0 MILLION AND HAD STOCKHOLDERS' OR PARTNERS'

EQUITY IN EXCESS OF $750,000, AS SHOWN IN ITS MOST RECENT BALANCE SHEET PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, OR (B) A BANK AS DEFINED IN SECTION 202(A)(2) OF THE 1940 ACT WITH EQUITY CAPITAL IN EXCESS OF $1.0 MILLION AS OF THE LAST DAY OF ITS MOST RECENT FISCAL YEAR, OR (C) AN INSURANCE COMPANY WHICH IS QUALIFIED UNDER THE LAWS OF MORE THAN ONE STATE TO MANAGE, ACQUIRE OR DISPOSE OF ANY ASSETS OF A PENSION OR WELFARE PLAN, WHICH INSURANCE COMPANY HAS AS OF THE LAST DAY OF ITS MOST RECENT FISCAL YEAR, NET WORTH IN EXCESS OF $1.0 MILLION AND WHICH IS SUBJECT TO SUPERVISION AND EXAMINATION BY A STATE AUTHORITY HAVING SUPERVISION OVER INSURANCE COMPANIES AND, IN ANY CASE, SUCH INVESTMENT ADVISER, BANK OR INSURANCE COMPANY IS OTHERWISE A QUALIFIED PROFESSIONAL ASSET MANAGER, AS SUCH TERM IS USED IN PROHIBITED TRANSACTION CLASS EXEMPTION 84-14 ISSUED BY THE DEPARTMENT OF LABOR, AND THE ASSETS OF SUCH PLAN WHEN COMBINED WITH THE ASSETS OF OTHER PLANS ESTABLISHED OR MAINTAINED BY THE SAME EMPLOYER (OR AFFILIATE THEREOF) OR EMPLOYEE ORGANIZATION AND MANAGED BY SUCH INVESTMENT ADVISER, BANK OR INSURANCE COMPANY, DO NOT REPRESENT MORE THAN 20% OF THE TOTAL CLIENT ASSETS MANAGED BY SUCH INVESTMENT ADVISER, BANK OR INSURANCE COMPANY AT THE TIME OF THE TRANSACTION, AND THE OTHER APPLICABLE CONDITIONS OF SUCH EXEMPTION ARE OTHERWISE SATISFIED;

(IV) TO THE EXTENT SUCH PLAN IS A GOVERNMENTAL PLAN, AS DEFINED IN SECTION 3(32) OF ERISA WHICH IS NOT SUBJECT TO THE PROVISIONS OF TITLE 1 OF ERISA, AND AS DEFINED IN SECTION 414(d) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE");

(V) TO THE EXTENT SUCH PURCHASE IS MADE BY OR ON BEHALF OF AN INSURANCE COMPANY USING THE ASSETS OF ITS GENERAL ACCOUNT, THE RESERVES AND LIABILITIES FOR THE GENERAL ACCOUNT CONTRACTS HELD BY OR ON BEHALF OF ANY PLAN, TOGETHER WITH ANY OTHER PLANS MAINTAINED BY THE SAME EMPLOYER (OR ITS AFFILIATES) OR EMPLOYEE ORGANIZATION, DO NOT EXCEED 10% OF THE TOTAL RESERVES AND LIABILITIES OF THE INSURANCE COMPANY GENERAL ACCOUNT (EXCLUSIVE OF SEPARATE ACCOUNT LIABILITIES), PLUS SURPLUS AS SET FORTH IN THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS ANNUAL STATEMENT FILED WITH THE STATE OF DOMICILE OF THE INSURER, IN ACCORDANCE WITH PROHIBITED TRANSACTION CLASS EXEMPTION 95-60, AND THE OTHER APPLICABLE CONDITIONS OF SUCH EXEMPTION ARE OTHERWISE SATISFIED;

(VI) TO THE EXTENT PURCHASE IS MADE BY AN IN-HOUSE ASSET MANAGER WITHIN THE MEANING OF PART IV(A) OF PROHIBITED TRANSACTION CLASS EXEMPTION 96-23, SUCH MANAGER HAS MADE OR PROPERLY AUTHORIZED THE DECISION FOR SUCH PLAN TO PURCHASE THIS SECURITY, UNDER CIRCUMSTANCES SUCH THAT PROHIBITED TRANSACTION CLASS

EXEMPTION 96-23 IS APPLICABLE TO THE PURCHASE AND HOLDING OF THIS SECURITY; OR

(VII) TO THE EXTENT SUCH PURCHASE WILL NOT OTHERWISE GIVE RISE TO A TRANSACTION DESCRIBED IN SECTION 406 OR SECTION 4975(C)(1) OF THE CODE FOR WHICH A STATUTORY OR ADMINISTRATIVE EXEMPTION IS UNAVAILABLE.

SKYWORKS SOLUTIONS, INC.

CUSIP No. 83088M AA 0 No. 1
ISIN No. US83088MAA09

4 3/4% CONVERTIBLE SUBORDINATED NOTE DUE NOVEMBER 15, 2007

Skyworks Solutions, Inc., a Delaware corporation (the "COMPANY", which term shall include any successor corporation under the Indenture referred to on the reverse hereof), promises to pay to Cede & Co., or registered assigns, the principal sum of Two hundred thirty million Dollars on November 15, 2007 or such greater or lesser amount as is indicated on the Schedule of Exchanges of Securities on the other side of this Security.

Interest Payment Dates: May 15 and November 15, beginning May 15, 2003

Record Dates: May 1 and November 1

This Security is convertible as specified on the other side of this Security. Additional provisions of this Security are set forth on the other side of this Security.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

SKYWORKS SOLUTIONS, INC.

By: _____
Name:
Title:

Trustee's Certificate of Authentication: This is one of the Securities referred to in the within-mentioned Indenture.

STATE STREET BANK AND TRUST COMPANY,
as Trustee,

_____
Authorized Signatory

By:

SKYWORKS SOLUTIONS, INC.
4 3/4% CONVERTIBLE SUBORDINATED NOTE DUE NOVEMBER 15, 2007

1. Interest

Skyworks Solutions, Inc., a Delaware corporation (the "COMPANY" which term shall include any successor corporation under the Indenture hereinafter referred to), promises to pay interest on the principal amount of this Security at the rate of 4.75% per annum. The Company shall pay interest semiannually on May 15 and November 15 of each year, commencing May 15, 2003; provided, however, that such interest may be increased by any Additional Interest accruing from time to time on the principal amount of this Security as provided in the Registration Rights Agreement. Any reference herein to interest accrued or payable as of any date shall include any Additional Interest accrued or payable on such date as provided in the Registration Rights Agreement. Interest on the Securities shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from November 12, 2002; provided, however, that if there is not an existing Default in the payment of interest and if this Security is authenticated between a record date referred to on the face hereof and the next succeeding interest payment date, interest shall accrue from such interest payment date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment

The Company shall pay interest on this Security (except defaulted interest) to the person who is the Holder of this Security at the close of business on May 1 or November 1, as the case may be, next preceding the related interest payment date. The Holder must surrender this Security to a Paying Agent to collect payment of principal. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company may, however, pay principal and interest in respect of any Certificated Security by check or wire payable in such money; provided, however, that a Holder with an aggregate principal amount in excess of $2,000,000 will be paid by wire transfer in immediately available funds at the election of such Holder. The Company may mail an interest check to the Holder's registered address. Notwithstanding the foregoing, so long as this Security is registered in the name of a Depositary or its nominee, all payments hereon shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee.

3. Paying Agent, Registrar and Conversion Agent

Initially, State Street Bank and Trust Company (the "TRUSTEE," which term shall include any successor trustee under the Indenture hereinafter referred to) will act as Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar or Conversion Agent without notice to the Holder. The Company or any of its Subsidiaries may, subject to certain limitations set forth in the Indenture, act as Paying Agent or Registrar.

4. Indenture, Limitations

This Security is one of a duly authorized issue of Securities of the Company designated as its 4 3/4% Convertible Subordinated Notes Due November 15, 2007 (the "SECURITIES") issued under an Indenture dated as of November 12, 2002 (together with any supplemental indentures thereto, the "INDENTURE"), among Skyworks Solutions, Inc. (the "COMPANY"), and the Trustee. Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of this Security include those stated in the Indenture and those required by or made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, as in effect on the date of the Indenture. This Security is subject to all such terms, and the Holder of this Security is referred to the Indenture and said Act for a statement of them. The Securities are subordinated unsecured obligations of the Company limited to $230,000,000 aggregate principal amount. The Indenture does not limit other debt of the Company, secured or unsecured, including Senior Indebtedness.

5. Optional Redemption

The Company shall not have the option to redeem the Securities pursuant to this Section 5 prior to November 20, 2005. Thereafter, the Company shall have the option to redeem any portion of the Securities (an "OPTIONAL REDEMPTION") upon giving notice as set forth in Section 6. The Optional Redemption Prices (expressed as percentages of the principal amount) are as follows for Securities redeemed during the periods set forth below:

Period	Redemption Price
Beginning on November 20, 2005 and ending on November 14, 2006	101.1875%
Beginning on November 15, 2006 and thereafter	100.0000%

in each case together with accrued interest up to but not including the date of redemption (the "OPTIONAL REDEMPTION DATE"), provided that if the Optional Redemption Date falls after an interest payment record date and on or before an interest payment date, then the interest payment will be payable to the Holders in whose names the Securities are

registered at the close of business on the relevant record date for payment of such interest.

6. Notice of Redemption

Notice of redemption will be mailed or delivered at least 20 days but not more than 60 days before the Optional Redemption Date to each Holder of Securities to be redeemed at its registered address. Securities in denominations larger than $1,000 may be redeemed in part, but only in whole multiples of $1,000. On and after the Optional Redemption Date, subject to the deposit with the Paying Agent of funds sufficient to pay the Optional Redemption Price plus accrued interest, if any, accrued to, but excluding, the Optional Redemption Date, interest shall cease to accrue on Securities or portions of them called for redemption.

7. Purchase of Securities at Option of Holder Upon a Change in Control

At the option of the Holder and subject to the terms and conditions of the Indenture, the Company shall become obligated to purchase all or any part specified by the Holder (so long as the principal amount of such part is $1,000 or an integral multiple of $1,000 in excess thereof) of the Securities held by such Holder on the date that is no less than 30 days and not more than 60 days after notice of the occurrence of a Change in Control is given as provided in Section 4.07, at a purchase price equal to 100% of the principal amount thereof together with accrued interest up to, but excluding, the Change in Control Purchase Date. The Holder shall have the right to withdraw any Change in Control Purchase Notice (in whole or in a portion thereof that is $1,000 or an integral multiple of $1,000 in excess thereof) at any time prior to the close of business on the Business Day next preceding the Change in Control Purchase Date by delivering a written notice of withdrawal to the Paying Agent in accordance with the terms of the Indenture.

8. Conversion

A Holder of a Security may convert the principal amount of such Security (or any portion thereof equal to $1,000 or any integral multiple of $1,000 in excess thereof) into shares of Common Stock at any time prior to the close of business on the Business Day immediately preceding November 15, 2007; provided, however, that if the Security is called for redemption or subject to purchase upon a Change in Control, the conversion right will terminate at the close of business on the Business Day immediately preceding the Optional Redemption Date or the Change in Control Purchase Date, as the case may be, for such Security or such earlier date as the Holder presents such Security for redemption or purchase (unless the Company shall default

in making the redemption payment or Change in Control Purchase Price, as the case may be, when due, in which case the conversion right shall terminate at the close of business on the date such default is cured and such Security is redeemed or purchased). The initial Conversion Price is $9.0505 per share, subject to adjustment under certain circumstances. The number of shares of Common Stock issuable upon conversion of a Security is determined by dividing the principal amount of the Security or portion thereof converted by the Conversion Price in effect on the Conversion Date. No fractional shares will be issued upon conversion; in lieu thereof, an amount will be paid in cash based upon the Closing Price (as defined in the Indenture) of the Common Stock on the Trading Day immediately prior to the Conversion Date. To convert a Security, a Holder must (a) complete and manually sign the conversion notice set forth below and deliver such notice to a Conversion Agent, (b) surrender the Security to a Conversion Agent, (c) furnish appropriate endorsements and transfer documents if required by a Registrar or a Conversion Agent, and (d) pay any transfer or similar tax, if required. Securities so surrendered for conversion (in whole or in part) during the period from the close of business on any regular record date to the opening of business on the next succeeding interest payment date (excluding Securities or portions thereof which are either (i) called for redemption or (ii) subject to purchase following a Change in Control, in either case, on a date during the period beginning at the close of business on a regular record date and ending at the opening of business on the first Business Day after the next succeeding interest payment date, or if such interest payment date is not a Business Day, the second such Business Day) shall also be accompanied by payment in funds acceptable to the Company of an amount equal to the interest payable on such interest payment date on the principal amount of such Security then being converted, and such interest shall be payable to such registered Holder notwithstanding the conversion of such Security, subject to the provisions of this Indenture relating to the payment of defaulted interest by the Company. If the Company defaults in the payment of interest payable on such interest payment date, the Company shall promptly repay such funds to such Holder. A Holder may convert a portion of a Security equal to $1,000 or any integral multiple thereof. A Security in respect of which a Holder had delivered a Change in Control Purchase Notice exercising the option of such Holder to require the Company to purchase such Security may be converted only if the Change in Control Purchase Notice is withdrawn in accordance with the terms of the Indenture.

9. Conversion Arrangement on Call for Redemption

Any Securities called for redemption, unless surrendered for conversion before the close of business on the Business Day immediately preceding the Optional Redemption Date, may be deemed to be purchased from the

Holders of such Securities at an amount not less than the Optional Redemption Price, together with accrued interest, if any, to, but not including, the Optional Redemption Date, by one or more investment bankers or other purchasers who may agree with the Company to purchase such Securities from the Holders, to convert them into Common Stock of the Company and to make payment for such Securities to the Paying Agent in trust for such Holders.

10. Subordination

The indebtedness evidenced by the Securities is, to the extent and in the manner provided in the Indenture, subordinate and junior in right of payment to the prior payment in full of all Senior Indebtedness of the Company. Any Holder by accepting this Security agrees to and shall be bound by such subordination provisions and authorizes the Trustee to give them effect. In addition to all other rights of Senior Indebtedness described in the Indenture, the Senior Indebtedness shall continue to be Senior Indebtedness and entitled to the benefits of the subordination provisions irrespective of any amendment, modification or waiver of any terms of any instrument relating to the Senior Indebtedness or any extension or renewal of the Senior Indebtedness.

11. Denominations, Transfer, Exchange

The Securities are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. A Holder may register the transfer of or exchange Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or other governmental charges that may be imposed in relation thereto by law or permitted by the Indenture.

12. Persons Deemed Owners

The Holder of a Security may be treated as the owner of it for all purposes.

13. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent will pay the money back to the Company at its written request. After that, Holders entitled to money must look to the Company for payment.

14. Amendment, Supplement and Waiver

Subject to certain exceptions, the Indenture or the Securities may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Securities then outstanding, and an existing

Default or Event of Default and its consequence or compliance with any provision of the Indenture or the Securities may be waived in a particular instance with the consent of the Holders of a majority in principal amount of the Securities then outstanding. Without the consent of or notice to any Holder, the Company and the Trustee may amend or supplement the Indenture or the Securities to, among other things, cure any ambiguity, defect or inconsistency or make any other change that does not adversely affect the rights of any Holder.

15. Successor Corporation

When a successor corporation assumes all the obligations of its predecessor under the Securities and the Indenture in accordance with the terms and conditions of the Indenture, the predecessor corporation will (except in certain circumstances specified in the Indenture) be released from those obligations.

16. Defaults and Remedies

Under the Indenture, an Event of Default includes: (1) the Company defaults in any payment of interest on any Security when the same becomes due and payable, whether or not such payment shall be prohibited by Article 11, and such default continues for a period of 30 days; (2) the Company (i) defaults in the payment of the principal of any Security when the same becomes due and payable at its Stated Maturity, upon redemption, upon declaration or otherwise, whether or not such payment shall be prohibited by Article 11 or (ii) fails to redeem or purchase Securities when required pursuant to this Indenture or the Securities, whether or not such redemption or purchase shall be prohibited by Article 11; (3) the Company fails to provide notice of a Change in Control in accordance with Section 4.07; (4) the Company fails to comply with its obligations under Section 6.01; (5) the Company fails to comply with any of its agreements in the Securities or this Indenture (other than those referred to in clauses (1) through (4) above) and such failure continues for 60 days after the notice specified below; or (6) the Company pursuant to or within the meaning of any Bankruptcy Law: (A) commences a voluntary case; (B) consents to the entry of an order for relief against it in an involuntary case; (C) consents to the appointment of a Custodian of it or for a substantial part of its property; or (D) makes a general assignment for the benefit of its creditors; (7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (A) is for relief against the Company in an involuntary case; (B) appoints a Custodian of the Company or for any substantial part of its property; or (C) orders the winding up or liquidation of the Company; and the order or decree remains unstayed and in effect for 60 days (together with Clause (6), the "bankruptcy

provisions"); (8) Indebtedness of the Company is not paid within 15 days of any applicable grace period after final maturity or is accelerated by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds $20.0 million (the "cross acceleration provision").

If an Event of Default (other than an event of default as described in clauses (6)and (7) with respect to the Company) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Securities then outstanding may declare all unpaid principal to the date of acceleration on the Securities then outstanding to be due and payable immediately, all as and to the extent provided in the Indenture. If an Event of Default occurs as a result of certain events of bankruptcy, insolvency or reorganization of the Company or as described in clauses (6) and (7) herein, unpaid principal of the Securities then outstanding shall become due and payable immediately without any declaration or other act on the part of the Trustee or any Holder, all as and to the extent provided in the Indenture. Holders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in principal amount of the Securities then outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in their interests. The Company is required to file periodic reports with the Trustee as to the absence of Default.

17. Trustee Dealings with the Company

State Street Bank and Trust Company, the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Company or an Affiliate of the Company, and may otherwise deal with the Company or an Affiliate of the Company, as if it were not the Trustee.

18. No Recourse Against Others

A director, officer, employee or shareholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or the Indenture nor for any claim based on, in respect of or by reason of such obligations or their creation. The Holder of this Security by accepting this Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Security.

19. Authentication

This Security shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on the other side of this Security.

20. Abbreviations and Definitions

Customary abbreviations may be used in the name of the Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and UGMA (= Uniform Gifts to Minors Act). All terms defined in the Indenture and used in this Security but not specifically defined herein are defined in the Indenture and are used herein as so defined.

21. Indenture to Control; Governing Law

In the case of any conflict between the provisions of this Security and the Indenture, the provisions of the Indenture shall control. This Security shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

The Company will furnish to any Holder, upon written request and without charge, a copy of the Indenture. Requests may be made to: Skyworks Solutions, Inc., 20 Sylvan Road, Woburn, Massachusetts 01801, Attention: Chief Financial Officer.

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint

_____

agent to transfer this Security on the books of the Company. The agent may substitute another to act for him or her.

Date: _____

Your Signature:

_____

(Sign exactly as your name appears on the other side of this Security)

*Signature guaranteed by:

By: _____

* Signature(s) must be guaranteed by a qualified guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

CONVERSION NOTICE

To convert this Security into Common Stock of Skyworks Solutions, Inc., check the box: []

To convert only part of this Security, state the principal amount to be converted (must be $1,000 or a multiple of $1,000): $_____.

If you want the stock certificate made out in another person's name, fill in the form below:

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

_____

Date: _____

Your Signature:

_____

(Sign exactly as your name appears on the other side of this Security)

*Signature guaranteed by:

By: _____

* Signature(s) must be guaranteed by a qualified guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

OPTION TO ELECT REPURCHASE
UPON A CHANGE OF CONTROL

To: Skyworks Solutions, Inc.

The undersigned registered owner of this Security hereby irrevocably acknowledges receipt of a notice from Skyworks Solutions, Inc. (the "COMPANY") as to the occurrence of a Change in Control with respect to the Company, and requests and instructs the Company to redeem the entire principal amount of this Security, or the portion thereof (which is $1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security at the Change in Control Purchase Price, together with accrued interest to, but excluding, such date, to the registered Holder hereof.

Date: _____ _____
Signature(s)

Signature(s) must be guaranteed by a qualified guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

_____
Signature Guaranty

Principal amount to be redeemed (in an integral multiple of $1,000, if less than all):

_____

NOTICE: The signature to the foregoing Election must correspond to the Name as written upon the face of this Security in every particular, without alteration or any change whatsoever.

SCHEDULE OF EXCHANGES OF SECURITIES

The following exchanges, redemptions, repurchases or conversions of a part of this global Security have been made:

Principal Amount of this Global Security Following Such Decrease (or Increase)	Date of Exchange	Authorized Signatory of Securities Custodian	Amount of Decrease in Principal Amount of this Global Security	Amount of Increase in Principal Amount of this Global Security

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION

OF TRANSFER OF TRANSFER RESTRICTED SECURITIES

Re: 4 3/4% Convertible Subordinated Securities Due November 15, 2007 (the "SECURITIES") of Skyworks Solutions, Inc.

This certificate relates to $_____ principal amount of Securities owned in (check applicable box)

[] book-entry or [] definitive form by _____ (the "TRANSFEROR").

The Transferor has requested a Registrar or the Trustee to exchange or register the transfer of such Securities.

In connection with such request and in respect of each such Security, the Transferor does hereby certify that the Transferor is familiar with transfer restrictions relating to the Securities as provided in Section 2.08 of the Indenture dated as of November 12, 2002, between Skyworks Solutions, Inc. and State Street Bank and Trust Company (the "INDENTURE"), and the transfer of such Security is being made pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "SECURITIES ACT") (check applicable box) or the transfer or exchange, as the case may be, of such Security does not require registration under the Securities Act because (check applicable box):

[] Such Security is being transferred pursuant to an effective registration statement under the Securities Act.

[] Such Security is being transferred to the Company.

[] Such Security is being transferred inside the United States to a person the Transferor reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A or any successor provision thereto ("RULE 144A") under the Securities Act) that is purchasing for its own account or for the account of a "qualified institutional buyer", in each case to whom notice has been given that the transfer is being made in reliance on such Rule 144A, and in each case in reliance on Rule 144A.

[] Such Security is being transferred outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act.

[] Such Security is being transferred pursuant to and in compliance with an exemption from the registration requirements under the Securities Act in accordance with Rule 144 (or any successor thereto) ("RULE 144") under the Securities Act.

[] Such Security is being transferred pursuant to and in compliance with an exemption from the registration requirements of the Securities Act (other than an exemption referred to above) and as a result of which such Security will, upon such transfer, cease to be a "restricted security" within the meaning of Rule 144 under the Securities Act.

The Transferor acknowledges and agrees that, if the transferee will hold any such Securities in the form of beneficial interests in a Global Security which is a "restricted security" within the meaning of Rule 144 under the Securities Act, then such transfer can only be made pursuant to Rule 144A under the Securities Act and such transferee must be a "qualified institutional buyer" (as defined in Rule 144A).

Date: _____ _____

(Insert Name of Transferor)

Exhibit 4.e

[EXECUTION COPY]

SKYWORKS SOLUTIONS, INC.,
Issuer

15% Convertible Senior Subordinated Notes

Due June 30, 2005

INDENTURE

Dated as of November 20, 2002

WACHOVIA BANK, NATIONAL ASSOCIATION,
Trustee

CROSS-REFERENCE TABLE

TIA Section	Indenture Section
310 (a)(1)	8.10
(a)(2)	8.10
(a)(3)	N.A.
(a)(4)	N.A.
(b)	8.08; 8.10
(c)	N.A
311 (a)	8.11
(b)	8.11
(c)	N.A.
312 (a)	2.06
(b)	12.03
(c)	12.03
313 (a)	8.06
(b)(1)	N.A.
(b)(2)	8.06
(c)	12.02
(d)	8.06
314 (a)	4.02; 12.02
(b)	N.A.
(c)(1)	12.04
(c)(2)	12.04
(c)(3)	N.A.
(d)	N.A.
(e)	12.05
315 (a)	8.01
(b)	8.05; 12.02
(c)	8.01
(d)	8.01
(e)	7.11
316 (a)(last sentence)	12.06
(a)(1) (A)	7.05
(a)(1) (B)	7.04
(a)(2)	N.A.
(b)	7.07
317 (a)(1)	7.08
(a)(2)	7.09
(b)	2.05
318 (a)	12.01

N.A. means Not Applicable.

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of the Indenture.

TABLE OF CONTENTS

INDENTURE dated as of November 20, 2002, between Skyworks Solutions, Inc., a Delaware corporation (the "Company"), and Wachovia Bank, National Association, a national banking association, as trustee hereunder (the "Trustee").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company's 15% Convertible Senior Subordinated Notes due June 30, 2005.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

"Additional Interest" has the meaning specified in Section 5 of the Registration Rights Agreement. All references herein to interest accrued or payable as of any date shall include any Additional Interest accrued or payable as of such date as provided in the Registration Rights Agreement.

"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.

"Applicable Conversion Price" means, as applicable, with respect to the Maturity Date or any Conversion Date, as the case may be, (a) if the Current Market Price is greater than or equal to the Conversion Price, the Conversion Price, (b) if the Current Market Price is less than the Conversion Price but greater than or equal to the Floor Price, the Current Market Price, and (c) if the Current Market Price is less than the Floor Price, the Floor Price. For the purpose of this definition, "Current Market Price" means the average of the daily Closing Price per share of the Common Stock for the ten consecutive Trading Days immediately prior to, but not including, the Maturity Date or the Conversion Date, as the case may be.

"Applicable Procedures" means, with respect to any transfer or exchange of beneficial ownership interests in a Global Security, the rules and procedures of the Depositary that are applicable to such transfer or exchange.

"Attributable Debt" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Securities, compounded annually) of the total obligations of the lessee for 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).

"Board of Directors" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of such Board.

"Business Day" means each day which is not a Legal Holiday.

"Capital Lease Obligation" means an obligation that is required to be classified and accounted for as a capital 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 terminated by the lessee without payment of a penalty.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, 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.

"Certificated Security" means a Security that is in substantially the form attached hereto as Exhibit A and that does not include the information or the schedule called for by footnotes 1, 3 and 4 thereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means the common stock of the Company, par value $.25 per share, as it exists on the date of this Indenture and any shares of any class or classes of capital stock of the Company resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which are not subject to redemption by the Company; provided, however, that if at any time there shall be more than one resulting class, the shares of each class then so issuable on conversion of Securities shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from such reclassifications.

"Company" means Skyworks Solutions, Inc., a Delaware corporation, and its successors.

"Corporate Trust Office" means the principal corporate trust office of the Trustee at 200 Berkeley Street, 17th floor, Boston, MA 02116, or such other office, designated by the Trustee by written notice to the Company and approved by the Company, at which at any particular time its corporate trust business shall be administered.

"Currency Agreement" means in respect of a Person any foreign exchange contract, currency swap agreement or other similar agreement designed to protect such Person against fluctuations in currency values.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Designated Senior Indebtedness" means any Senior Indebtedness of the Company which, 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 $10 million and is specifically designated by the Company in the instrument evidencing or governing such Senior Indebtedness as "Designated Senior Indebtedness" for purposes of this Indenture.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Floor Price" shall be equal to 80% of the Conversion Price.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of November 12, 2002, 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 entity as approved by a significant segment of the accounting profession and (4) the rules and regulations of the SEC 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 SEC.

"Global Security" means a permanent Global Security that is in substantially the form attached hereto as Exhibit A and that includes the information and schedule called for by footnotes 1, 3 and 4 thereof and which is deposited with the Depositary or its custodian and registered in the name of the Depositary or its nominee.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person or 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 Person (whether arising by virtue of partnership arrangements, or by agreements 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 the purpose 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 obligation.

"Hedging Obligations" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

"Holder" or "Securityholder" means the Person in whose name a Security is registered on the Registrar's books.

"Incur" means issue, assume, Guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at 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):

(1) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable;

(2) all Capital Lease Obligations of such Person and all Attributable Debt in respect of Sale/Leaseback Transactions entered into by such Person;

(3) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all

obligations of such Person under any title retention agreement (but excluding trade accounts payable arising in the ordinary course of business);

(4) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (1) through (3) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following payment on the letter of credit);

(5) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Capital Stock of such Person;

(6) all obligations of the type referred to in clauses (1) through (5) 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;

(7) all obligations of the type referred to in clauses (1) through (6) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the value of such property or assets or the amount of the obligation so secured; and

(8) to the extent not otherwise included in this definition, Hedging Obligations of such Person.

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 at such date; provided, however, that in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time.

"Indenture" means this Indenture as amended or supplemented from time to time.

"Interest Rate Agreement" means in respect of a Person any interest rate swap agreement, interest rate cap agreement or other financial agreement or arrangement designed to protect such Person against fluctuations in interest rates.

"Issue Date" means the date on which the Securities are originally issued.

"Junior Notes" means the 4 3/4% Convertible Subordinated Notes due November 15, 2007 of the Company, individually and collectively.

"Junior Notes Indenture" means the Indenture dated as of November 12, 2002 between the Company and State Street Bank and Trust Company with respect to the Junior Notes.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or similar charge.

"Maturity Date" means June 30, 2005.

"Obligations" means with respect to any Indebtedness all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, and other amounts payable pursuant to the documentation governing such Indebtedness.

"Officer" means the Chief Executive Officer, the President, any Vice President, the Treasurer, the Corporate Controller or the Secretary of the Company.

"Officer's Certificate" means a certificate signed by an Officer.

"Opinion of Counsel" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"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) which is preferred as to the payment of dividends or distributions, 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.

"principal" of a Security means the principal plus the premium, if any, of the Security payable on the Security which is due or overdue or is to become due at the relevant time.

"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.

"Registration Rights Agreement" means the Registration Rights Agreement dated November 12, 2002 between the Company and Conexant Systems, Inc.

"Representative" means any trustee, agent or representative (if any) for an issue of Senior Indebtedness; provided, however, that if and for so long as any Senior Indebtedness lacks such a representative, then the Representative for such Senior Indebtedness shall at all times be the holders of a majority in outstanding principal amount of such Senior Indebtedness.

"Restricted Certificated Security" means a Certificated Security which is a Transfer Restricted Security.

"Restricted Global Security" means a Global Security which is a Transfer Restricted Security.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired whereby the Company transfers such property to an unaffiliated Person and the Company leases it from such Person.

"SEC" means the Securities and Exchange Commission.

"Securities" means the securities issued under this Indenture which shall be "Designated Senior Indebtedness" (as defined in the Junior Notes Indenture) for purposes of the Junior Notes Indenture.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Custodian" means the custodian with respect to a Global Security (as appointed by the Depository), or any successor Person thereto and shall initially be the Trustee.

"Senior Indebtedness" means with respect to any Person all (1) Indebtedness of such Person, whether outstanding on the Issue Date or thereafter Incurred and (2) all other Obligations of such Person (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to such Person whether or not post-filing interest is allowed in such proceeding) in respect of Indebtedness described in clause (1) above unless, in the case of clauses (1) and (2), in the instrument creating or evidencing the same or pursuant to which the same is outstanding, it is expressly

provided that such Indebtedness or other Obligations are not superior in right of payment to the Securities; provided, however, that Senior Indebtedness shall not include (i) any obligation of such Person to any Subsidiary, (ii) any liability for Federal, state, local or other taxes owed or owing by such Person or (iii) any accounts payable or other liability to trade creditors arising in the ordinary course of business (including guarantees thereof or instruments evidencing such liabilities).

"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 unless such contingency has occurred).

"Subsidiary" means, in respect of any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof 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.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbbb) as in effect on the date of this Indenture.

"Trading Day" means, with respect to any security, each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not generally traded on the principal exchange or market in which such security is traded.

"Trustee" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

"Trust Officer" means any officer within the Corporate Trust Office of the Trustee with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge and familiarity with the particular subject.

"Unrestricted Certificated Security" means a Certificated Security that is not a Transfer Restricted Security.

"Unrestricted Global Security" means a Global Security that is not a Transfer Restricted Security.

"Voting Stock" means any class or classes of Capital Stock pursuant to which the holders thereof under ordinary circumstances have the power to vote in the election of the board of directors, managers or trustees of any Person, or other persons performing similar functions irrespective of whether or not the Capital Stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency.

Section 1.02. Other Definitions.

Term	Defined in Section
"Agent Members"	2.01(c)
"Bankruptcy Law"	7.01
"Blockage Notice"	11.03
"Change in Control"	4.07(a)
"Change in Control Purchase Date"	4.07(a)
"Change in Control Purchase Notice"	4.07(c)
"Change in Control Purchase Price"	4.07(a)
"Closing Price"	5.06(f)
"Conversion Agent"	2.03
"Conversion Date"	5.02
"Conversion Price"	5.06
"Current Market Price Per Share"	5.06(f)
"Custodian"	7.01
"Depositary"	2.01(b)
"Determination Date"	5.06(d)
"DTC"	2.01(b)
"Expiration Date"	5.06(e)
"Expiration Time"	5.06(e)
"Event of Default"	7.01
"Legal Holiday"	12.08
"NNM"	5.06(f)
"NYSE"	5.06(f)
"Optional Redemption"	3.01
"Optional Redemption Date"	3.01
"Optional Redemption Price"	3.01
"pay the Securities"	11.03
"Paying Agent"	2.03
"Payment Blockage Period"	11.03
"Payment Default"	11.03
"Purchased Shares"	5.06(e)

Term	Defined in Section
"Refinancing Agreement"	2.01(a)
"Registrar"	2.03
"Successor Person"	6.01
"Transfer Certificate"	2.08(f)(1)
"Transfer Restricted Security"	2.08(f)(1)
"Triggering Distribution"	5.06(d)
"Unissued Shares"	4.07(a)

Section 1.03. Incorporation by Reference of Trust Indenture Act. The mandatory provisions of the TIA are incorporated by reference in and made a part of this Indenture. The following TIA terms have the following meanings:

"Commission" means the SEC;

"indenture security holder" means a Securityholder;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the indenture securities means the Company and any other obligor on the Securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

Section 1.04. Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular;

(6) unsecured Indebtedness shall not be deemed to be subordinate or junior to Indebtedness secured by a Lien merely by virtue of its nature as unsecured Indebtedness;

(7) the principal amount of any noninterest bearing or other discount security at any date shall be the principal amount thereof that would be shown on a balance sheet of the Company dated such date prepared in accordance with GAAP; and

(8) all references to any amount of interest or any other amount payable on or with respect to any of the Securities shall be deemed to include payment of any Additional Interest pursuant to the Registration Rights Agreement.

ARTICLE 2

THE SECURITIES

Section 2.01. Form and Dating.

(a) Form and Dating. The Securities and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A, which is hereby incorporated in and expressly made part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Company is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Company). The Securities are being issued by the Company pursuant to the Refinancing Agreement dated as of November 6, 2002 (the "Refinancing Agreement"), between the Company and Conexant Systems, Inc., in exchange for the Interim Convertible Note (as defined in the Refinancing Agreement). Each Security shall be dated the date of its authentication. The terms of the Securities set forth in Exhibit A are part of the terms of this Indenture.

(b) Global Securities. Any Securities issued in the form of one or more Global Securities shall be deposited on behalf of the Holders of the Securities represented thereby with the Trustee, at its Corporate Trust Office, as custodian for the depositary, The Depository Trust Company ("DTC") (such depositary, or any successor thereto, being hereinafter referred to as the "Depositary"), and registered in the name of its nominee, Cede & Co., duly executed by the Company and authenticated by the Trustee as hereinafter provided.

(c) Global Securities in General. Each Global Security shall represent such of the outstanding Securities as shall be specified therein and each shall provide that

it shall represent the aggregate amount of outstanding Securities from time to time endorsed thereon and that the aggregate amount of outstanding Securities represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions, purchases or conversions of such Securities. Any endorsement of a Global Security to reflect the amount of any increase or decrease in the amount of outstanding Securities represented thereby shall be made by the Securities Custodian in accordance with the standing instructions and procedures existing between the Depositary and the Securities Custodian.

Members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depositary or under any Global Security, and the Depositary (including, for this purpose, its nominee) may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and Holder of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall (1) prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or (2) impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Security.

Section 2.02. Execution and Authentication. An Officer shall sign the Securities for the Company by manual or facsimile signature. Typographic and other minor defects in any facsimile signature shall not affect the validity or enforceability of any Security which has been authenticated and delivered by the Trustee.

If an Officer whose signature is on a Security no longer holds that office at the time the Trustee authenticates the Security, the Security shall be valid nevertheless.

A Security shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Security. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

On the Issue Date, the Trustee shall authenticate and deliver $45 million of 15% Convertible Senior Subordinated Notes due June 30, 2005, which initially will be represented by a Restricted Certificated Security. The aggregate principal amount of Securities outstanding at any time may not exceed $45 million except as provided in Section 2.10.

The Trustee may appoint an authenticating agent reasonably acceptable to the Company to authenticate the Securities. Unless limited by the terms of such appointment, an authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes

authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

Section 2.03. Registrar, Paying Agent and Conversion Agent. The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for exchange (the "Registrar"), an office or agency where Securities may be presented for payment (the "Paying Agent") and one or more offices or agencies where securities may be presented for conversion (each, a "Conversion Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may have one or more co-registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent.

The Company shall enter into an appropriate agency agreement with any Registrar, co-registrar, Paying Agent or Conversion Agent not a party to this Indenture, which shall incorporate the terms of the TIA. The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 8.07. The Company may act as Paying Agent, Registrar, co-registrar, transfer agent or Conversion Agent.

The Company initially appoints the Trustee as Registrar, Paying Agent and Conversion Agent in connection with the Securities.

Section 2.04. Maintenance of Office or Agency. The Company shall maintain in the Borough of Manhattan, the City of New York, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Securities may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served. Such office shall initially be Wachovia Bank, National Association, at 40 Broad Street in the City of New York. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New

York, for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

Section 2.05. Paying Agent to Hold Money and Shares of Common Stock in Trust. Prior to 11:00 a.m. New York City time on each due date of the principal and interest on any Security, the Company shall deposit with the Paying Agent (i) a sum sufficient to pay such principal (if to be due in cash) and interest when so becoming due or (ii) a number of shares of Common Stock sufficient to pay such principal (if to be due in shares of Common Stock) in accordance with paragraph 2 or 16 of the Form of Security attached hereto as Exhibit A. The Company shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Securityholders or the Trustee all money and shares of Common Stock held by the Paying Agent for the payment of principal of or interest on the Securities and, if the Paying Agent is different than the Trustee, shall notify the Trustee of any default by the Company in making any such payment, and while any such default continues, the Trustee may require the Paying Agent to pay all money and shares of Common Stock held by it to the Trustee. If the Company or a Subsidiary acts as Paying Agent, it shall segregate the money and shares of Common Stock held by it as Paying Agent and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money and shares of Common Stock held by it to the Trustee and to account for any funds and shares of Common Stock disbursed by the Paying Agent. Upon complying with this Section, the Paying Agent shall have no further liability for the money and shares of Common Stock delivered to the Trustee.

Section 2.06. Securityholder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee, in writing at least five Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

Section 2.07. Transfer and Exchange. The Securities shall be issued in registered form and shall be transferable only upon the surrender of a Security for registration of transfer. When a Security is presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer as requested if the requirements of this Indenture are satisfied. When Securities are presented to the Registrar or a co-registrar with a request to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Securities at the Registrar's or

co-registrar's request. The Company or the Registrar may require payment by the Holder of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section. The Company shall not be required to make and the Registrar need not register transfers or exchanges of Securities selected for redemption (except, in the case of Securities to be redeemed in part, the portion thereof not to be redeemed) or any Securities for a period of 15 days before a selection of Securities to be redeemed or 15 days before an interest payment date.

Prior to the due presentation for registration of transfer of any Security, the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar may deem and treat the person in whose name a Security is registered as the absolute owner of such Security for the purpose of receiving payment of principal of and (subject to the provisions of the Securities with respect to record dates) interest on such Security and for all other purposes whatsoever, whether or not such Security is overdue, and none of the Company, the Trustee, the Paying Agent, the Registrar or any co-registrar shall be affected by notice to the contrary.

All Securities issued upon any transfer or exchange pursuant to the terms of this Indenture will evidence the same debt and will be entitled to the same benefits under this Indenture as the Securities surrendered upon such transfer or exchange.

Section 2.08. Additional Transfer and Exchange Requirements.

(a) Transfer and Exchange of Global Securities. (1) Certificated Securities shall be issued in exchange for interests in the Global Securities only if (x) the Depositary notifies the Company that it is unwilling or unable to continue as depositary for the Global Securities or if it at any time ceases to be a "clearing agency" registered under the Exchange Act, if so required by applicable law or regulation and a successor depositary is not appointed by the Company within 90 days, (y) an Event of Default has occurred and is continuing or (z) the Company, in its sole discretion, notifies the Trustee in writing that it elects to cause the issuance of Certificated Securities. In any such case, the Company shall execute, and the Trustee shall, upon receipt of an order from the Company (which the Company agrees to deliver promptly), authenticate and deliver Certificated Securities in an aggregate principal amount equal to the principal amount of such Global Securities in exchange therefor. Only Restricted Certificated Securities shall be issued in exchange for beneficial interests in Restricted Global Securities, and only Unrestricted Certificated Securities shall be issued in exchange for beneficial interests in Unrestricted Global Securities. Certificated Securities issued in exchange for beneficial interests in Global Securities shall be registered in such names and shall be in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver or

cause to be delivered such Certificated Securities to the persons in whose names such Securities are so registered. Such exchange shall be effected in accordance with the Applicable Procedures.

(2) Notwithstanding any other provisions of this Indenture other than the provisions set forth in Section 2.08(a)(1), a Global Security may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(b) Transfer and Exchange of Certificated Securities. When Certificated Securities are presented by a Holder to a Registrar with a request:

(x) to register the transfer of the Certificated Securities to a person who will take delivery thereof in the form of Certificated Securities only; or

(y) to exchange such Certificated Securities for an equal principal amount of Certificated Securities of other authorized denominations;

such Registrar shall register the transfer or make the exchange as requested if the requirements for such transaction under this Indenture are satisfied; provided, however, that the Certificated Securities presented or surrendered for register of transfer or exchange:

(1) shall be duly endorsed or accompanied by an assignment form and, if applicable, a transfer certificate each in the form included in Exhibit A, and in a form satisfactory to the Registrar duly executed by the Holder thereof or its attorney duly authorized in writing; and

(2) in the case of a Restricted Certificated Security, such request shall be accompanied by the following additional information and documents, as applicable:

(i) if such Restricted Certificated Security is being delivered to the Registrar by a Holder for registration in the name of such Holder, without transfer, or such Restricted Certificated Security is being transferred to the Company or a Subsidiary of the Company, a certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate);

(ii) if such Restricted Certificated Security is being transferred pursuant to an effective registration statement under the Securities Act, a

certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate); or

(iii) if such Restricted Certificated Security is being transferred (x) pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, (y) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act or (z) (A) pursuant to an exemption from the registration requirements of the Securities Act (other than pursuant to Rule 144 or Rule 904), and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144, a certification to that effect from the Holder (in substantially the form set forth in the Transfer Certificate) and, if the Company or such Registrar so requests, an Opinion of Counsel, certificates and other information reasonably acceptable to the Company and such Registrar to the effect that such transfer is in compliance with the requirements of the Securities Act.

(c) Transfer of a Beneficial Interest in a Restricted Global Security for a Beneficial Interest in an Unrestricted Global Security. Any person having a beneficial interest in a Restricted Global Security may upon request, subject to the Applicable Procedures, transfer such beneficial interest to a person who is required or permitted to take delivery thereof in the form of an Unrestricted Global Security. Upon receipt by the Trustee of written instructions, or such other form of instructions as is customary for the Depositary, from the Depositary or its nominee on behalf of any person having a beneficial interest in a Restricted Global Security and the following additional information and documents in such form as is customary for the Depositary from the Depositary or its nominee on behalf of the person having such beneficial interest in the Restricted Global Security (all of which may be submitted by facsimile or electronically):

(1) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act, a certification to that effect from the transferor (in substantially the form set forth in the Transfer Certificate); or

(2) if such beneficial interest is being transferred (i) pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, (ii) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act or (iii) (A) pursuant to an exemption from the registration requirements of the Securities Act (other than pursuant to Rule 144 or Rule 904) and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144, a certification to that effect from the transferor (in substantially the form set forth in the Transfer Certificate) and, if the Company or

the Trustee so requests, an Opinion of Counsel, certificates and other information reasonably acceptable to the Company and the Trustee to the effect that such transfer is in compliance with the requirements of the Securities Act;

the Trustee, as a Registrar and Securities Custodian, shall reduce or cause to be reduced the aggregate principal amount of the Restricted Global Security by the appropriate principal amount and shall increase or cause to be increased the aggregate principal amount of the Unrestricted Global Security by a like principal amount. Such transfer shall otherwise be effected in accordance with the Applicable Procedures. If no Unrestricted Global Security is then outstanding, the Company shall execute and the Trustee shall, upon receipt of a Company Order (which the Company agrees to deliver promptly), authenticate and deliver an Unrestricted Global Security.

(d) Transfer of a Beneficial Interest in an Unrestricted Global Security for a Beneficial Interest in a Restricted Global Security. In the event that Transfer Restricted Securities are eligible for book-entry settlement with the Depositary, any person having a beneficial interest in an Unrestricted Global Security may upon request, subject to the Applicable Procedures, transfer such beneficial interest to a person who is required or permitted to take delivery thereof in the form of a Restricted Global Security. Upon receipt by the Trustee of written instructions or such other form of instructions as is customary for the Depositary, from the Depositary or its nominee, on behalf of any person having a beneficial interest in an Unrestricted Global Security and, in such form as is customary for the Depositary, from the Depositary or its nominee on behalf of the person having such beneficial interest in the Unrestricted Global Security (all of which may be submitted by facsimile or electronically) a certification from the transferor (in substantially the form set forth in the Transfer Certificate) to the effect that such beneficial interest is being transferred to a person that the transferor reasonably believes is required or permitted to hold the Security as a Transfer Restricted Security, the Trustee, as a Registrar and Securities Custodian, shall reduce or cause to be reduced the aggregate principal amount of the Unrestricted Global Security by the appropriate principal amount and shall increase or cause to be increased the aggregate principal amount of the Restricted Global Security by a like principal amount. Such transfer shall otherwise be effected in accordance with the Applicable Procedures. If no Restricted Global Security is then outstanding, the Company shall execute and the Trustee shall, upon receipt of a Company Order (which the Company agrees to deliver promptly), authenticate and deliver a Restricted Global Security.

(e) Transfers or Exchanges of Certificated Securities for Beneficial Interest in Global Securities. In the event that (1) Certificated Securities are issued in exchange for beneficial interests in Global Securities and, thereafter, the events or conditions specified in Section 2.08(a)(1) which required such exchange shall cease to exist or (2) Transfer Restricted Securities (including the Restricted Certificated Securities

issued pursuant to Section 2.02) would be eligible for book-entry settlement with the Depositary if in the form of a Global Security, the Company shall mail notice to the Trustee and to the Holders stating that Holders may exchange Certificated Securities for interests in Global Securities by complying with the procedures set forth in this Indenture and briefly describing such procedures and the events or circumstances requiring that such notice be given. Provided that no events or conditions specified in Section 2.08(a)(1) exist, if Certificated Securities described in the immediately preceding sentence or Unrestricted Certificated Securities issued upon transfer or exchange of Restricted Certificated Securities pursuant to Section 2.08(b) are presented by a Holder to a Registrar with a request:

(x) to register the transfer of such Certificated Securities to a person who will take delivery thereof in the form of a beneficial interest in a Global Security, which request shall specify whether such Global Security will be a Restricted Global Security or an Unrestricted Global Security; or

(y) to exchange such Certificated Securities for an equal principal amount of beneficial interests in a Global Security, which beneficial interests will be owned by the Holder transferring such Certificated Securities (provided that in the case of such an exchange, Restricted Certificated Securities may be exchanged only for Restricted Global Securities and Unrestricted Certificated Securities may be exchanged only for Unrestricted Global Securities);

the Registrar shall register the transfer or make the exchange as requested by canceling such Certificated Security and causing, or directing the Securities Custodian to cause, the aggregate principal amount of the applicable Global Security to be increased accordingly and, if no such Global Security is then outstanding, the Company shall issue and the Trustee shall authenticate and deliver a new Global Security; provided, however, that the Certificated Securities presented or surrendered for registration of transfer or exchange:

(1) shall be duly endorsed or accompanied by a written instrument of transfer in accordance with the provisions of Section 2.08(b)(y)(1);

(2) in the case of a Restricted Certificated Security to be transferred for a beneficial interest in an Unrestricted Global Security, such request shall be accompanied by the following additional information and documents, as applicable:

(i) if such Restricted Certificated Security is being transferred pursuant to an effective registration statement under the Securities Act, a certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate); or

(ii) if such Restricted Certificated Security is being transferred (x) pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, (y) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act or (z) (A) pursuant to an exemption from the registration requirements of the Securities Act (other than pursuant to Rule 144 or Rule 904) and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144; a certification to that effect from such Holder (in substantially the form set forth in the Transfer Certificate), and, if the Company or the Registrar so requests, an Opinion of Counsel, certificates and other information reasonably acceptable to the Company and the Trustee to the effect that such transfer is in compliance with the requirements of the Securities Act;

(3) in the case of a Restricted Certificated Security to be transferred or exchanged for a beneficial interest in a Restricted Global Security, such request shall be accompanied by a certification from such Holder (in substantially the form set forth in the Transfer Certificate) to the effect that such Restricted Certificated Security is being transferred to a person the Holder reasonably believes is required or permitted to hold the Security as a Transfer Restricted Global Security (which, in the case of an exchange, shall be such Holder);

(4) in the case of an Unrestricted Certificated Security to be transferred or exchanged for a beneficial interest in an Unrestricted Global Security, such request need not be accompanied by any additional information or documents; and

(5) in the case of an Unrestricted Certificated Security to be transferred or exchanged for a beneficial interest in a Restricted Global Security, such request shall be accompanied by a certification from such Holder (in substantially the form set forth in the Transfer Certificate) to the effect that such Unrestricted Certificated Security is being transferred to a person the Holder reasonably believes is required or permitted to hold the Security as a Transfer Restricted Global Security (which, in the case of an exchange, shall be such Holder).

(f) Legends. (1) Except as permitted by the following paragraphs (2) and (3), each Global Security and Certificated Security (and all Securities issued in exchange therefor or upon registration of transfer or replacement thereof) shall bear a legend in substantially the form called for by footnote 2 to Exhibit A hereto (each a "Transfer Restricted Security" for so long as it is required by this Indenture to bear such legend). Each Transfer Restricted Security shall have attached thereto a certificate (a "Transfer Certificate") in substantially the form called for by footnote 5 to Exhibit A hereto.

(2) Unless the Holder is an affiliate of the Company for purposes of Rule 144 or the Company is otherwise required by law to maintain the legend on the Security, upon any sale or transfer of a Transfer Restricted Security (v) after the expiration of the holding period applicable to sales of the Securities under Rule 144(k) of the Securities Act, (w) pursuant to Rule 144, (x) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act, (y) pursuant to an effective registration statement under the Securities Act or (z) (A) pursuant to any other available exemption (other than Rule 144 or Rule 904) from the registration requirements of the Securities Act and (B) as a result, such Security shall cease to be a "restricted security" within the meaning of Rule 144:

(i) in the case of any Restricted Certificated Security, any Registrar shall permit the Holder thereof to exchange such Restricted Certificated Security for an Unrestricted Certificated Security, or (under the circumstances described in Section 2.08(e)) to transfer such Restricted Certificated Security to a transferee who shall take such Security in the form of a beneficial interest in an Unrestricted Global Security, and in each case shall rescind any restriction on the transfer of such Security; provided, however, that the Holder of such Restricted Certificated Security shall, in connection with such exchange or transfer, comply with the other applicable provisions of this Section 2.08; and

(ii) in the case of any beneficial interest in a Restricted Global Security, the Trustee shall permit the beneficial owner thereof to transfer such beneficial interest to a transferee who shall take such interest in the form of a beneficial interest in an Unrestricted Global Security and shall rescind any restriction on transfer of such beneficial interest; provided, however, that such Unrestricted Global Security shall continue to be subject to the provisions of Section 2.08(a)(2); and provided further, that the owner of such beneficial interest shall, in connection with such transfer, comply with the other applicable provisions of this Section 2.08.

(3) Upon the exchange, registration of transfer or replacement of Securities not bearing the legend described in paragraph (1) above, the Company shall execute, and the Trustee shall authenticate and deliver, Securities that do not bear such legend and that do not have a Transfer Certificate attached thereto.

(4) Unless the Holder is an affiliate of the Company for purposes of Rule 144 or the Company is otherwise required by law to maintain the legend on the Security, after the expiration of the holding period pursuant to Rule 144(k) of the Securities Act applicable to a Holder of a Restricted Global Security or Restricted Certificated Security, the Company may with the consent of such Holder of a Restricted Global Security or Restricted Certificated Security, remove any restriction of transfer on such Security, and

the Company shall execute, and the Trustee shall authenticate and deliver, Securities that do not bear such legend and that do not have a Transfer Certificate attached thereto.

(g) Transfers to the Company. Nothing in this Indenture or in the Securities shall prohibit the sale or other transfer of any Securities (including beneficial interests in Global Securities) to the Company or any of its Subsidiaries.

(h) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Security, a member of, or a participant in the Depository or other Person with respect to the accuracy of the books or records, or the acts or omissions, of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Securities or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the Holders and all payments to be made to Holders under the Securities shall be given or made only to or upon the order of the registered Holders (which shall be the Depository or its nominee in the case of a Global Security). The rights of beneficial owners in any Global Security shall be exercised only through the Depository subject to the Applicable Procedures of the Depository. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depository participants, members or beneficial owners in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.09. CUSIP Numbers. The Company in issuing the Securities may use "CUSIP" numbers (if then generally in use) and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption or purchase as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption or purchase and that reliance may be placed only on the other

identification numbers printed on the Securities, and any such redemption or purchase shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the "CUSIP" numbers.

Section 2.10. Replacement Securities. If a mutilated Security is surrendered to the Registrar or if the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security if the requirements of this Indenture are met and the Holder satisfies any other reasonable requirements of the Trustee. If required by the Trustee or the Company, such Holder shall furnish an indemnity bond sufficient in the judgment of the Company and the Trustee to protect the Company, the Trustee, the Paying Agent, the Registrar and any co-registrar from any loss which any of them may suffer if a Security is replaced. The Company and the Trustee may charge the Holder for their expenses in replacing a Security.

Upon the issuance of any new Securities under this Section 2.10, the Company or the Registrar may require the payment by the Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Every replacement Security is an additional obligation of the Company.

Section 2.11. Outstanding Securities. Securities outstanding at any time are all Securities authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation and those described in this Section as not outstanding. A Security does not cease to be outstanding because the Company or an Affiliate of the Company holds the Security.

If a Security is replaced pursuant to Section 2.10, it ceases to be outstanding unless the Trustee and the Company receive proof satisfactory to them that the replaced Security is held by a bona fide purchaser, in which case the replacement Security shall cease to be outstanding, subject to the provisions of this Indenture.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money or shares of Common Stock, as applicable, for payment of the principal of the Securities as provided in the form of Security attached hereto as Exhibit A and this Indenture sufficient to pay all principal and money sufficient to pay all interest payable on that date with respect to the Securities (or portions thereof) to be redeemed or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money and/or delivering such shares of Common Stock to the Securityholders on that date pursuant to the terms of this Indenture, then on and after that date such Securities (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

Section 2.12. Temporary Securities. Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Securities and deliver them in exchange for temporary Securities.

Section 2.13. Cancellation. The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel and destroy all Securities surrendered for registration of transfer, exchange, payment or cancellation and deliver a certificate of such destruction to the Company unless the Company directs the Trustee to deliver cancelled Securities to the Company. The Company may not issue new Securities to replace Securities it has redeemed, paid or delivered to the Trustee for cancellation.

Section 2.14. Defaulted Interest. If the Company defaults in a payment of interest on the Securities, the Company shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) as provided in paragraph 1 of the Security in any lawful manner. The Company may pay the defaulted interest to the persons who are Securityholders on a subsequent special record date. The Company shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail to each Securityholder a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

ARTICLE 3

REDEMPTION

Section 3.01. Optional Redemption. At any time on or after May 12, 2004, the Company may redeem any portion of the Securities ("Optional Redemption"), upon giving notice as set forth in Section 3.04, at the redemption price (the "Optional Redemption Price") specified in paragraph 5 of the form of Security attached hereto as Exhibit A; provided, however, that if the redemption date (the "Optional Redemption Date") falls after an interest payment record date and on or before an interest payment date, then the interest payment will be payable to the Holders in whose name the Securities are registered at the close of business on the relevant record date for payment of such interest. If the Company elects to redeem Securities pursuant to this Section 3.01 and paragraph 5 of the Securities, it shall notify the Trustee, at the earlier of the time the Company notifies the Holders of such redemption or 45 days prior to the Optional Redemption Date as fixed by the Company (unless a shorter notice shall be satisfactory to

the Trustee), of the Optional Redemption Date and the principal amount of Securities to be redeemed. If fewer than all of the Securities are to be redeemed, the record date relating to such redemption shall be selected by the Company and notice thereof given to the Trustee, which record date shall not be less than ten days after the date of notice to the Trustee.

Section 3.02. Notices to Trustee. If the Company elects to redeem the Securities pursuant to paragraph 5 of the Securities, it shall notify the Trustee in writing of the redemption date and the principal amount of Securities to be redeemed.

Section 3.03. Selection of Securities to Be Redeemed. If fewer than all the Securities are to be redeemed, the Trustee shall select the Securities to be redeemed pro rata or by lot or by a method that complies with applicable legal and securities exchange requirements, if any, and that the Trustee in its sole discretion considers to be fair and appropriate. The Trustee shall make the selection from outstanding Securities not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $1,000. Securities and portions of them the Trustee selects shall be in amounts of $1,000 or a whole multiple of $1,000. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption. The Trustee shall notify the Company promptly of the Securities or portions of Securities to be redeemed. If any Security selected for partial redemption is converted in part before termination of the conversion right with respect to the portion of the Security so selected, the converted portion of such Security shall be deemed to be the portion selected for redemption. Securities which have been converted during the selection of Securities to be redeemed shall be treated by the Trustee as outstanding for the purpose of such selection.

Section 3.04. Notice of Redemption. At least 20 days but not more than 60 days before an Optional Redemption Date, the Company shall mail or deliver a notice of redemption to each Holder of Securities to be redeemed at such Holder's registered address.

The notice shall identify the Securities (including CUSIP numbers) to be redeemed and shall state:

(1) the Optional Redemption Date;

(2) the Optional Redemption Price;

(3) the name and address of the Paying Agent;

(4) the then-current Conversion Price and Floor Price;

(5) that Securities called for redemption must be surrendered to the Paying Agent to collect the Optional Redemption Price;

(6) if fewer than all the outstanding Securities are to be redeemed, the identification and principal amounts of the particular Securities to be redeemed;

(7) that, unless the Company defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Securities (or portion thereof) called for redemption ceases to accrue on and after the Optional Redemption Date;

(8) that Holders who wish to convert Securities must surrender such Securities for conversion no later than the close of business on the Business Day immediately preceding the Optional Redemption Date and must satisfy the other requirements in Article 5 hereof and paragraph 8 of the Securities; and

(9) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Securities.

If any of the Securities to be redeemed is in the form of a Global Security, then the Company shall modify such notice to the extent necessary, to accord with the Applicable Procedures of the Depositary applicable to redemptions.

At the Company's request, upon at least five (5) days' prior notice to the Trustee, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section.

Section 3.05. Effect of Notice of Redemption. Once notice of redemption is mailed, Securities called for redemption become due and payable on the Optional Redemption Date and at the Optional Redemption Price stated in the notice, except for Securities that are converted in accordance with the provisions of Article 5. Upon surrender to the Paying Agent, such Securities shall be paid at the Optional Redemption Price stated in the notice, plus accrued interest to the Optional 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) and such Securities will be delivered to the Trustee for cancellation. Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

Section 3.06. Deposit of Redemption Price. Prior to the Optional Redemption Date, the Company shall deposit with the Paying Agent (or, if the Company or a Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to

pay the Optional Redemption Price of and accrued interest (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) on all Securities to be redeemed on that date other than Securities or portions of Securities called for redemption which have been delivered by the Company to the Trustee for cancellation or conversion. The Paying Agent shall return to the Company any money not required for that purpose because of the conversion of the Securities pursuant to Article 5.

Section 3.07. Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Company shall execute and the Trustee shall authenticate for the Holder (at the Company's expense) a new Security equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE 4

COVENANTS

Section 4.01. Payment of Securities. The Company shall promptly pay the principal of and interest on the Securities on the dates and in the manner provided in the Securities and in this Indenture. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds in accordance with this Indenture money or shares of Common Stock, as applicable, for payment of the principal of the Securities provided in the form of Security attached hereto as Exhibit A and this Indenture sufficient to pay all principal and money sufficient to pay all interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money or shares of Common Stock to the Securityholders on that date pursuant to the terms of this Indenture.

The Company shall pay interest on overdue principal at the rate specified therefor in the Securities, and it shall pay interest on overdue installments of interest at the rate provided in paragraph 1 of the Security to the extent lawful. The conversion of any Securities pursuant to Article 5 hereof, together with the making of any cash payments or payments in Common Stock required to be made in accordance with the terms of the Securities and this Indenture, shall satisfy the Company's obligations under this Section 4.01 with respect to such Securities.

Section 4.02. SEC Reports. Whether or not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company will file with the SEC and provide the Trustee with such annual reports and such information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, at the times specified for such

filings under such Sections. The Company also shall comply with the other provisions of TIA Section 314(a) as may be required under the provisions of the TIA. Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely on an Officer's Certificate).

Section 4.03. Compliance Certificates. The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company certificates of the principal executive officer, the principal financial officer or the principal accounting officer of the Company stating whether or not the signer knows of any Default that occurred during such Period. If such signer does, the certificate shall describe the Default, its status and what action the Company is taking or proposes to take with respect thereto. The Company also shall comply with TIA Section 314(a)(4).

Section 4.04. Further Instruments and Acts. Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

Section 4.05. Maintenance of Corporate Existence. Except as otherwise permitted by this Indenture, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

Section 4.06. Payment of Additional Interest. If Additional Interest is payable by the Company pursuant to the Registration Rights Agreement, the Company shall deliver to the Trustee a certificate to that effect stating (i) the amount of such Additional Interest that is payable and (ii) the date on which such Additional Interest is payable. Unless and until a Trust Officer of the Trustee receives such a certificate, the Trustee may assume without inquiry that no such Additional Interest is payable. If the Company has paid Additional Interest directly to the Persons entitled to it, the Company shall deliver to the Trustee a certificate setting forth the particulars of such payment.

Section 4.07. Purchase of Securities at Option of the Holder upon Change in Control. (a) If at any time that Securities remain outstanding there shall occur a Change in Control, Securities shall be purchased by the Company at the option of the Holders thereof as of the date that is no less than 30 days and no more than 60 days from the date such notice is mailed or delivered as required by subsection (b) of this Section 4.07 (the "Change in Control Purchase Date") at a purchase price in cash equal to the principal amount of the Securities, plus accrued and unpaid interest to, but excluding, the Change in Control Purchase Date (the "Change in Control Purchase Price"), subject to

satisfaction by or on behalf of any Holder of the requirements set forth in subsection (c) of this Section 4.07.

A "Change in Control" shall be deemed to have occurred if any of the following occurs after the date hereof:

(1) any "person" or "group" is or becomes the "beneficial owner" (each as defined below), directly or indirectly, of shares of Voting Stock of the Company representing 50% or more of the total voting power of all outstanding classes of Voting Stock of the Company or such person or group has the power, directly or indirectly, to elect a majority of the members of the Board of Directors of the Company; or

(2) the Company consolidates with, or merges with or into, another Person or the Company sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets, or any Person consolidates with, or merges with or into, the Company, in any such event other than pursuant to a transaction in which the Persons that "beneficially owned" (as defined below), directly or indirectly, shares of Voting Stock of the Company immediately prior to such transaction "beneficially own" (as defined below), directly or indirectly, shares of Voting Stock representing at least a majority of the total voting power of all outstanding classes of Voting Stock of the surviving or transferee Person; or

(3) the adoption of a plan relating to the liquidation or dissolution of the Company.

For the purpose of the definition of "Change in Control", (i) "person" and "group" have the meanings given to them for purposes of Section 13(d) and 14(d) of the Exchange Act or any successor provisions, and the term "group" includes any group acting for the purpose of acquiring, holding or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor provision thereto), (ii) a "beneficial owner" shall be determined in accordance with Rule 13d-3 under the Exchange Act, as in effect on the date of this Indenture, except that the number of shares of Voting Stock of the Company shall be deemed to include, in addition to all outstanding shares of Voting Stock of the Company and Unissued Shares (as defined below) deemed to be held by the "person" or "group" (as such terms are defined above) or other Person with respect to which the Change in Control determination is being made, all Unissued Shares deemed to be held by all other Persons, (iii) "beneficially owned" has a meaning correlative to that of beneficial owner and (iv) "Unissued Shares" means shares of Voting Stock of the Company not outstanding that are subject to options, warrants, rights to purchase or conversion privileges exercisable within 60 days of the date of determination of a Change in Control.

Notwithstanding anything to the contrary set forth in this Section 4.07, a Change in Control will not be deemed to have occurred if either:

(1) the Closing Price of the Company's Common Stock for any five Trading Days during the ten Trading Days immediately preceding the Change in Control is at least equal to 105% of the Conversion Price in effect on such Trading Day; or

(2) in the case of a merger or consolidation, at least 75% of the consideration excluding cash payments for fractional shares in the merger or consolidation constituting the Change in Control consists of common stock traded on a United States national securities exchange or quoted on The Nasdaq National Market (or which will be so traded or quoted when issued or exchanged in connection with such Change in Control) and as a result of such transaction or transactions the Securities become convertible into such common stock.

(b) Within 10 Business Days after the occurrence of a Change in Control, the Company shall mail a written notice of the Change in Control to the Trustee (and the Paying Agent if the Trustee is not then acting as Paying Agent) and to each Holder (and to beneficial owners as required by applicable law). The notice shall include the form of a Change in Control Purchase Notice (as defined below) to be completed by the Holder and shall state:

(1) the date of such Change in Control and, briefly, the events causing such Change in Control;

(2) the date by which the Change in Control Purchase Notice pursuant to this Section 4.07 must be given;

(3) the Change in Control Purchase Date;

(4) the Change in Control Purchase Price;

(5) the name and address of each Paying Agent and Conversion Agent;

(6) the then-current Conversion Price and Floor Price;

(7) that Securities as to which a Change in Control Purchase Notice has been given may be converted into Common Stock pursuant to Article 5 of this Indenture only to the extent that the Change in Control Purchase Notice has been withdrawn in accordance with the terms of this Indenture;

(8) the procedures that the Holder must follow to exercise rights under this Section 4.07;

(9) the procedures for withdrawing a Change in Control Purchase Notice, including a form of notice of withdrawal; and

(10) that the Holder must satisfy the requirements set forth in the Securities in order to convert the Securities.

If any of the Securities is in the form of a Global Security, then the Company shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to the repurchase of Global Securities.

(c) A Holder may exercise its rights specified in subsection (a) of this Section 4.07 upon delivery of a written notice (which shall be in substantially the form included in Exhibit A hereto and which may be delivered by letter, overnight courier, hand delivery, facsimile transmission or in any other written form and, in the case of Global Securities, may be delivered electronically or by other means in accordance with the Depositary's customary procedures) of the exercise of such rights (a "Change in Control Purchase Notice") to any Paying Agent at any time prior to the close of business on the Business Day next preceding the Change in Control Purchase Date.

The delivery of such Security to any Paying Agent (together with all necessary endorsements) at the office of such Paying Agent shall be a condition to the receipt by the Holder of the Change in Control Purchase Price therefor.

The Company shall purchase from the Holder thereof, pursuant to this Section 4.07, the portion of a Security specified in the Change in Control Purchase Notice if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of the Indenture that apply to the purchase of all of a Security pursuant to Sections 4.07 through 4.12 also apply to the purchase of such portion of such Security.

Notwithstanding anything herein to the contrary, any Holder delivering to a Paying Agent the Change in Control Purchase Notice contemplated by this subsection (c) shall have the right to withdraw such Change in Control Purchase Notice in whole or in a portion thereof that is a principal amount of $1,000 or in an integral multiple thereof at any time prior to the close of business on the Business Day next preceding the Change in Control Purchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 4.08.

A Paying Agent shall promptly notify the Company of the receipt by it of any Change in Control Purchase Notice or written withdrawal thereof.

Anything herein to the contrary notwithstanding, in the case of Global Securities, any Change in Control Purchase Notice may be delivered or withdrawn and

such Securities may be surrendered or delivered for purchase in accordance with the Applicable Procedures as in effect from time to time.

Section 4.08. Effect of Change in Control Purchase Notice. Upon receipt by any Paying Agent of the Change in Control Purchase Notice specified in Section 4.07(c), the Holder of the Security in respect of which such Change in Control Purchase Notice was given shall (unless such Change in Control Purchase Notice is withdrawn as specified below) thereafter be entitled to receive the Change in Control Purchase Price with respect to such Security. Such Change in Control Purchase Price shall be paid to such Holder promptly following the later of (a) the Change in Control Purchase Date with respect to such Security (provided the conditions in Section 4.07(c) have been satisfied) and (b) the time of delivery of such Security to a Paying Agent by the Holder thereof in the manner required by Section 4.07(c). Securities in respect of which a Change in Control Purchase Notice has been given by the Holder thereof may not be converted into shares of Common Stock on or after the date of the delivery of such Change in Control Purchase Notice unless such Change in Control Purchase Notice has first been validly withdrawn.

A Change in Control Purchase Notice may be withdrawn by means of a written notice (which may be delivered by letter, overnight courier, hand delivery, facsimile transmission or in any other written form and, in the case of Global Securities, may be delivered electronically or by other means in accordance with the Depositary's customary procedures) of withdrawal delivered by the Holder to a Paying Agent at any time prior to the close of business on the Business Day immediately preceding the Change in Control Purchase Date, specifying the principal amount of the Security or portion thereof (which must be a principal amount of $1,000 or an integral multiple of $1,000 in excess thereof) with respect to which such notice of withdrawal is being submitted.

Section 4.09. Deposit of Change in Control Purchase Price. On or before 11:00 a.m. New York City time on the Change in Control Purchase Date, the Company shall deposit with the Trustee or with a Paying Agent (other than the Company or an Affiliate of the Company) an amount of money (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Change in Control Purchase Price of all the Securities or portions thereof that are to be purchased as of such Change in Control Purchase Date. The manner in which the deposit required by this Section 4.09 is made by the Company shall be at the option of the Company, provided that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Change in Control Purchase Date.

If a Paying Agent holds, in accordance with the terms hereof, money sufficient to pay the Change in Control Purchase Price of any Security for which a

Change in Control Purchase Notice has been tendered and not withdrawn in accordance with this Indenture then, on the Change in Control Purchase Date, such Security will cease to be outstanding and the rights of the Holder in respect thereof shall terminate (other than the right to receive the Change in Control Purchase Price as aforesaid). The Company shall publicly announce the principal amount of Securities purchased as a result of such Change in Control on or as soon as practicable after the Change in Control Purchase Date.

Section 4.10. Securities Purchased in Part. Any Security that is to be purchased only in part shall be surrendered at the office of a Paying Agent and promptly after the Change in Control Purchase Date the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Security, without service charge, a new Security or Securities, of such authorized denomination or denominations as may be requested by such Holder, in aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Security so surrendered that is not purchased.

Section 4.11. Compliance with Securities Laws upon Purchase of Securities. In connection with any offer to purchase or purchase of Securities under Section 4.07, the Company shall (a) comply with Rule 13e-4 and Rule 14e-1 (or any successor to either such Rule), if applicable, under the Exchange Act, (b) file the related Schedule TO (or any successor or similar schedule, form or report) if required under the Exchange Act, and (c) otherwise comply with all federal and state securities laws in connection with such offer to purchase or purchase of Securities, all so as to permit the rights of the Holders and obligations of the Company under Sections 4.07 through 4.10 to be exercised in the time and in the manner specified therein.

Section 4.12. Repayment to the Company. To the extent that the aggregate amount of cash deposited by the Company pursuant to Section 4.09 exceeds the aggregate Change in Control Purchase Price together with interest, if any, thereon of the Securities or portions thereof that the Company is obligated to purchase, then promptly after the Change in Control Purchase Date the Trustee or a Paying Agent, as the case may be, shall return any such excess cash (including any interest thereon) to the Company.

ARTICLE 5

CONVERSION

Section 5.01. Conversion Privilege. Subject to the further provisions of this Article 5, a Holder of a Security may, at the Holder's option, convert the principal amount of such Security (or any portion thereof equal to $1,000 or any integral multiple of $1,000 in excess thereof) into Common Stock at any time after 60 days from November

12, 2002 and prior to the close of business on the Business Day immediately proceeding the Maturity Date, at the Applicable Conversion Price as of the related Conversion Date; provided, however, that, if such Security is called for redemption pursuant to Article 3 or submitted or presented for purchase pursuant to Article 4, such conversion right shall terminate at the close of business on the Business Day immediately preceding the Optional Redemption Date or Change in Control Purchase Date, as the case may be, for such Security or such earlier date as the Holder presents such Security for redemption or for purchase (unless the Company shall default in making the Optional Redemption Price payment or Change in Control Purchase Price payment when due, in which case the conversion right shall terminate at the close of business on the date such default is cured and such Security is redeemed or purchased, as the case may be). The number of shares of Common Stock issuable upon conversion of a Security shall be determined by dividing the principal amount of the Security or portion thereof surrendered for conversion by the Applicable Conversion Price as of the related Conversion Date. The initial Conversion Price is set forth in paragraph 8 of the Securities and is subject to adjustment as provided in this Article 5.

Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of a portion of a Security.

A Security in respect of which a Holder has delivered a Change in Control Purchase Notice pursuant to Section 4.07(c) exercising the option of such Holder to require the Company to purchase such Security may be converted only if such Change in Control Purchase Notice is withdrawn by a written notice of withdrawal delivered to a Paying Agent prior to the close of business on the Business Day immediately preceding the Change in Control Purchase Date in accordance with Section 4.08.

A Holder of Securities is not entitled to any rights of a holder of Common Stock until such Holder has converted its Securities into Common Stock, and only to the extent such Securities are deemed to have been converted into Common Stock pursuant to this Article 5.

Section 5.02. Conversion Procedure. To convert a Security, a Holder must (a) complete and manually sign the conversion notice on the back of the Security and deliver such notice to a Conversion Agent, (b) surrender the Security to a Conversion Agent, (c) furnish appropriate endorsements and transfer documents if required by a Registrar or a Conversion Agent, and (d) pay any transfer or similar tax, if required. The date on which the Holder satisfies all of those requirements is the "Conversion Date." As soon as practicable after the Conversion Date, the Company shall deliver to the Holder through a Conversion Agent a certificate for the number of whole shares of Common Stock issuable upon the conversion and cash in lieu of any fractional shares pursuant to Section 5.03. Anything herein to the contrary notwithstanding, in the case of

Global Securities, conversion notices may be delivered and such Securities may be surrendered for conversion in accordance with the Applicable Procedures as in effect from time to time.

The person in whose name the Common Stock certificate is registered shall be deemed to be a stockholder of record on the Conversion Date; provided, however, that no surrender of a Security on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the person or persons entitled to receive the shares of Common Stock upon such conversion as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the person or persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; provided further, however, that such conversion shall be at the Applicable Conversion Price as of the Conversion Date as if the stock transfer books of the Company had not been closed. Upon conversion of a Security, such person shall no longer be a Holder of such Security. No payment or adjustment will be made for dividends or distributions on shares of Common Stock issued upon conversion of a Security.

Securities so surrendered for conversion (in whole or in part) during the period from the close of business on any regular record date to the opening of business on the next succeeding interest payment date (excluding Securities or portions thereof which are either (i) called for redemption or (ii) subject to purchase following a Change in Control, in either case, on a date during the period beginning at the close of business on a regular record date and ending at the opening of business on the first Business Day after the next succeeding interest payment date, or if such interest payment date is not a Business Day, the second such Business Day) shall also be accompanied by payment in funds acceptable to the Company in an amount equal to the interest payable on such interest payment date on the principal amount of such Security then being converted, and such interest shall be payable to such registered Holder notwithstanding the conversion of such Security, subject to the provisions of this Indenture relating to the payment of defaulted interest by the Company. Except as otherwise provided in this Section 5.02, no payment or adjustment will be made for accrued interest on a converted Security. If the Company defaults in the payment of interest payable on such interest payment date, the Company shall promptly repay such funds to such Holder.

Nothing in this Section shall affect the right of a Holder in whose name any Security is registered at the close of business on a record date to receive the interest payable on such Security on the related interest payment date in accordance with the terms of this Indenture and the Securities. If a Holder converts more than one Security at the same time, the number of shares of Common Stock issuable upon the conversion shall be based on the aggregate principal amount of Securities converted.

Upon surrender of a Security that is converted in part, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder, a new Security equal in principal amount to the unconverted portion of the Security surrendered.

Section 5.03. Fractional Shares. The Company will not issue fractional shares of Common Stock upon conversion of Securities or payment of the principal in shares of Common Stock. In lieu thereof, the Company will pay an amount in cash based upon the Closing Price of the Common Stock on the Trading Day immediately prior to the Conversion Date or the Maturity Date or the date payment of principal in shares of Common Stock is otherwise due, as the case may be.

Section 5.04. Taxes on Conversion. If a Holder converts a Security, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock upon such conversion. However, the Holder shall pay any such tax which is due because the Holder requests the shares to be issued in a name other than the Holder's name. The Conversion Agent may refuse to deliver the certificate representing the Common Stock being issued in a name other than the Holder's name until the Conversion Agent receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulation.

Section 5.05. Company to Provide Stock. The Company shall, prior to issuance of any Securities hereunder, and from time to time as may be necessary, reserve, out of its authorized but unissued Common Stock, a sufficient number of shares of Common Stock to permit the conversion of all outstanding Securities into shares of Common Stock.

All shares of Common Stock delivered upon conversion of the Securities shall be newly issued shares, shall be duly authorized, validly issued, fully paid and nonassessable and shall be free from preemptive rights and free of any lien or adverse claim.

The Company will endeavor promptly to comply with all federal and state securities laws regulating the offer and delivery of shares of Common Stock upon conversion of Securities, if any, and will list or cause to have quoted such shares of Common Stock on each national securities exchange or on The Nasdaq National Market or other over-the-counter market or such other market on which the Common Stock is then listed or quoted; provided, however, that if rules of such automated quotation system or exchange permit the Company to defer the listing of such Common Stock until the first conversion of the Securities into Common Stock in accordance with the provisions of this Indenture, the Company covenants to list such Common Stock issuable upon conversion

of the Securities in accordance with the requirements of such automated quotation system or exchange at such time.

Section 5.06. Adjustment of Conversion Price. The conversion price as stated in paragraph 8 of the Securities (the "Conversion Price") shall be adjusted from time to time by the Company as follows:

(a) In case the Company shall (i) pay a dividend on its Common Stock in shares of Common Stock, (ii) make a distribution on its Common Stock in shares of Common Stock, (iii) subdivide its outstanding Common Stock into a greater number of shares, or (iv) combine its outstanding Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior thereto shall be adjusted so that the Holder of any Security thereafter surrendered for conversion shall be entitled to receive that number of shares of Common Stock which it would have owned had such Security been converted immediately prior to the happening of such event. An adjustment made pursuant to this subsection (a) shall become effective immediately after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of subdivision or combination.

(b) In case the Company shall issue rights or warrants to all or substantially all holders of its Common Stock entitling them (for a period commencing no earlier than the record date described below and expiring not more than 60 days after such record date) to subscribe for or purchase shares of Common Stock (or securities convertible into Common Stock) at a price per share (or having a conversion price per share) less than the Current Market Price Per Share (as defined below) of Common Stock on the record date for the determination of stockholders entitled to receive such rights or warrants, the Conversion Price in effect immediately prior thereto shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to such record date by a fraction of which (x) the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares which the aggregate offering price of the total number of shares of Common Stock so offered (or the aggregate conversion price of the convertible securities so offered, which shall be determined by multiplying the number of shares of Common Stock issuable upon conversion of such convertible securities by the conversion price per share of Common Stock pursuant to the terms of such convertible securities) would purchase at the Current Market Price Per Share of Common Stock on such record date, and of which (y) the denominator shall be the number of shares of Common Stock outstanding on such record date plus the number of additional shares of Common Stock offered (or into which the convertible securities so offered are convertible). Such adjustment shall be made successively whenever any such rights or warrants are issued, and shall become effective immediately after such record date. If at the end of the period during which such rights or warrants are exercisable not all rights or warrants shall have

been exercised, the adjusted Conversion Price shall be immediately readjusted to what it would have been based upon the number of additional shares of Common Stock actually issued (or the number of shares of Common Stock issuable upon conversion of convertible securities actually issued).

(c) In case the Company shall distribute to all or substantially all holders of its Common Stock any shares of capital stock of the Company (other than Common Stock), evidences of indebtedness or other non-cash assets (including securities of any person other than the Company but excluding (1) dividends or distributions paid in cash or (2) dividends or distributions referred to in subsection (a) of this Section 5.06), or shall distribute to all or substantially all holders of its Common Stock rights or warrants to subscribe for or purchase any of its securities (excluding those rights and warrants referred to in subsection (b) of this Section 5.06 and also excluding the distribution of rights to all holders of Common Stock pursuant to the adoption of a stockholders rights plan or the detachment of such rights under the terms of such stockholder rights plan), then in each such case the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the current Conversion Price by a fraction of which the numerator shall be the Current Market Price Per Share of the Common Stock on the record date mentioned below less the fair market value on such record date (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence of such fair market value and which shall be evidenced by an Officer's Certificate delivered to the Trustee) of the portion of the capital stock, evidences of indebtedness or other non-cash assets so distributed or of such rights or warrants applicable to one share of Common Stock (determined on the basis of the number of shares of Common Stock outstanding on the record date), and of which the denominator shall be the Current Market Price Per Share of the Common Stock on such record date. Such adjustment shall be made successively whenever any such distribution is made and shall become effective immediately after the record date for the determination of shareholders entitled to receive such distribution.

(d) In case the Company shall, by dividend or otherwise, at any time distribute (a "Triggering Distribution") to all or substantially all holders of its Common Stock cash in an aggregate amount that, together with the aggregate amount of (i) any cash and the fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence thereof and which shall be evidenced by an Officer's Certificate delivered to the Trustee) of any other consideration payable in respect of any tender offer by the Company or a Subsidiary of the Company for Common Stock consummated within the 12 months preceding the date of payment of the Triggering Distribution and in respect of which no Conversion Price adjustment pursuant to this Section 5.06 has been made and (ii) all other cash distributions to all or substantially all holders of its Common Stock made within the 12 months preceding the date of payment of the Triggering Distribution and in respect of

which no Conversion Price adjustment pursuant to this Section 5.06 has been made, exceeds an amount equal to 10.0% of the product of the Current Market Price Per Share of Common Stock on the Business Day (the "Determination Date") immediately preceding the day on which such Triggering Distribution is declared by the Company multiplied by the number of shares of Common Stock outstanding on the Determination Date (excluding shares held in the treasury of the Company), the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying such Conversion Price in effect immediately prior to the Determination Date by a fraction of which the numerator shall be the Current Market Price Per Share of the Common Stock on the Determination Date less the sum of the aggregate amount of cash and the aggregate fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence of such fair market value and which shall be evidenced by an Officer's Certificate delivered to the Trustee) of any such other consideration so distributed, paid or payable within such 12 months (including, without limitation, the Triggering Distribution) applicable to one share of Common Stock (determined on the basis of the number of shares of Common Stock outstanding on the Determination Date) and the denominator shall be such Current Market Price Per Share of the Common Stock on the Determination Date, such reduction to become effective immediately prior to the opening of business on the day following the date on which the Triggering Distribution is paid.

(e) (1) In case any tender offer made by the Company for Common Stock shall expire and such tender offer (as amended upon the expiration thereof) shall involve the payment of aggregate consideration in an amount (determined as the sum of the aggregate amount of cash consideration and the aggregate fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence thereof and which shall be evidenced by an Officer's Certificate delivered to the Trustee) of any other consideration) that, together with the aggregate amount of (i) any cash and the fair market value (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence thereof and which shall be evidenced by an Officer's Certificate delivered to the Trustee) of any other consideration payable in respect of any other tender offers by the Company or any Subsidiary of the Company for Common Stock consummated within the 12 months preceding the date of the Expiration Date (as defined below) and in respect of which no Conversion Price adjustment pursuant to this Section 5.06 has been made and (B) all cash distributions to all or substantially all holders of its Common Stock made within the 12 months preceding the Expiration Date and in respect of which no Conversion Price adjustment pursuant to this Section 5.06 has been made, exceeds an amount equal to 10.0% of the product of the Current Market Price Per Share of Common Stock as of the last date (the "Expiration Date") tenders could have been made pursuant to such tender offer (as it may be amended) (the last time at which

such tenders could have been made on the Expiration Date is hereinafter sometimes called the "Expiration Time") multiplied by the number of shares of Common Stock outstanding (including tendered shares but excluding any shares held in the treasury of the Company) at the Expiration Time, then, immediately prior to the opening of business on the day after the Expiration Date, the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the close of business on the Expiration Date by a fraction of which the numerator shall be the product of the number of shares of Common Stock outstanding (including tendered shares but excluding any shares held in the treasury of the Company) at the Expiration Time multiplied by the Current Market Price Per Share of the Common Stock on the Trading Day next succeeding the Expiration Date and the denominator shall be the sum of (x) the aggregate consideration (determined as aforesaid) payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender offer) of all shares validly tendered and not withdrawn as of the Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Purchased Shares") and (y) the product of the number of shares of Common Stock outstanding (less any Purchased Shares and excluding any shares held in the treasury of the Company) at the Expiration Time and the Current Market Price Per Share of Common Stock on the Trading Day next succeeding the Expiration Date, such reduction to become effective immediately prior to the opening of business on the day following the Expiration Date. In the event that the Company is obligated to purchase shares pursuant to any such tender offer, but the Company is permanently prevented by applicable law from effecting any or all such purchases or any or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price which would have been in effect based upon the number of shares actually purchased. If the application of this Section 5.06(e) to any tender offer would result in an increase in the Conversion Price, no adjustment shall be made for such tender offer under this Section 5.06(e).

(2) For purposes of Sections 5.06(d) and 5.06(e), the term "tender offer" shall mean and include both tender offers and exchange offers (within the meaning of U.S. Federal securities laws), all references to "purchases" of shares in tender offers (and all similar references) shall mean and include both the purchase of shares in tender offers and the acquisition of shares pursuant to exchange offers, and all references to "tendered shares" (and all similar references) shall mean and include shares tendered in both tender offers and exchange offers.

(f) For the purpose of any computation under subsections (b), (c), (d) and (e) of this Section 5.06, the current market price per share of Common Stock (the "Current Market Price Per Share") on any date shall be deemed to be the average of the daily Closing Prices for the 30 consecutive Trading Days commencing 45 Trading Days before (i) the Determination Date or the Expiration Date, as the case may be, with respect

to distributions or tender offers under subsection (d) or (e) of this Section 5.06 or (ii) the record date with respect to distributions, issuances or other events requiring such computation under subsection (b) or (c) of this Section 5.06. The Closing Price for each day (the "Closing Price") shall be the last reported sales price or, in case no such reported sale takes place on such date, the average of the reported closing bid and asked prices in either case on The New York Stock Exchange (the "NYSE") or The Nasdaq National Market (the "NNM"), as applicable, or, if the Common Stock is not listed or admitted to trading on the NYSE or the NNM, the principal national securities exchange or quotation system on which the Common Stock is quoted or listed or admitted to trading or, if not quoted or listed or admitted to trading on any national securities exchange or quotation system, the closing sales price or, in case no reported sale takes place, the average of the closing bid and asked prices, as furnished by any two members of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose. If no such prices are available, the Current Market Price Per Share shall be the fair value of a share of Common Stock (as reasonably determined in good faith by the Board of Directors of the Company, whose determination shall be conclusive evidence of such fair market value and which shall be evidenced by an Officer's Certificate delivered to the Trustee).

(g) In any case in which this Section 5.06 shall require that an adjustment be made following a record date or a Determination Date or Expiration Date, as the case may be, established for purposes of this Section 5.06, the Company may elect to defer (but only until five Business Days following the filing by the Company with the Trustee of the certificate described in Section 5.09) issuing to the Holder of any Security converted after such record date or Determination Date or Expiration Date the shares of Common Stock and other capital stock of the Company issuable upon such conversion over and above the shares of Common Stock and other capital stock of the Company issuable upon such conversion only on the basis of the Conversion Price prior to adjustment; and, in lieu of the shares the issuance of which is so deferred, the Company shall issue or cause its transfer agent to issue due bills or other appropriate evidence prepared by the Company of the right to receive such shares. If any distribution in respect of which an adjustment to the Conversion Price is required to be made as of the record date or Determination Date or Expiration Date therefor is not thereafter made or paid by the Company for any reason, the Conversion Price shall be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or such effective date or Determination Date or Expiration Date had not occurred.

Section 5.07. No Adjustment. No adjustment in the Conversion Price shall be required unless the adjustment would require an increase or decrease of at least 1% in the Conversion Price as last adjusted; provided, however, that any adjustments which by reason of this Section 5.07 are not required to be made shall be carried forward and taken

into account in any subsequent adjustment. All calculations under this Article 5 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be.

No adjustment need be made for issuances of Common Stock pursuant to a Company plan for reinvestment of dividends or interest or for a change in the par value or a change to no par value of the Common Stock.

To the extent that the Securities become convertible into the right to receive cash, no adjustment need be made thereafter as to the cash. Interest will not accrue on the cash.

Section 5.08. Adjustment for Tax Purposes. The Company shall be entitled to make such reductions in the Conversion Price, in addition to those required by Section 5.06, as it in its discretion shall determine to be advisable in order that any stock dividends, subdivisions of shares, distributions of rights to purchase stock or securities or distributions of securities convertible into or exchangeable for stock hereafter made by the Company to its stockholders shall not be taxable.

Section 5.09. Notice of Adjustment. Whenever the Conversion Price or conversion privilege is adjusted, the Company shall promptly mail to Securityholders a notice of the adjustment and file with the Trustee an Officer's Certificate briefly stating the facts requiring the adjustment and the manner of computing it. Unless and until the Trustee shall receive an Officer's Certificate setting forth an adjustment of the Conversion Price, the Trustee may assume without inquiry that the Conversion Price has not been adjusted and that the last Conversion Price of which it has knowledge remains in effect.

Section 5.10. Notice of Certain Transactions. In the event that:

(1) the Company takes any action which would require an adjustment in the Conversion Price;

(2) the Company consolidates or merges with or into, or transfers all or substantially all of its property and assets to, another corporation or another corporation merges into the Company and, in each such case, stockholders of the Company must approve the transaction; or

(3) there is a dissolution or liquidation of the Company;

the Company shall mail to Holders and file with the Trustee a notice stating the proposed record or effective date, as the case may be. The Company shall mail the notice at least ten days before such date. Failure to mail such notice or any defect therein shall not

affect the validity of any transaction referred to in clause (1), (2) or (3) of this Section 5.10.

Section 5.11. Effect of Reclassification, Consolidation, Merger or Sale on Conversion Privilege. If any of the following shall occur, namely: (a) any reclassification or change of shares of Common Stock issuable upon conversion of the Securities (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination, or any other change for which an adjustment is provided in Section 5.06); (b) any consolidation or merger or combination to which the Company is a party other than a merger in which the Company is the continuing corporation and which does not result in any reclassification of, or change (other than in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination) in, outstanding shares of Common Stock; or (c) any sale, conveyance, transfer or lease of all or substantially all of the property and assets of the Company, directly or indirectly, to any Person, then the Company, or such successor, purchasing, transferee or leasing Person, as the case may be, shall, as a condition precedent to such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease, execute and deliver to the Trustee a supplemental indenture providing that the Holder of each Security then outstanding shall have the right to convert such Security into the kind and amount of shares of stock and other securities and property (including cash) receivable upon such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease, by a holder of the number of shares of Common Stock deliverable upon conversion of such Security immediately prior to such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease. Such supplemental indenture shall provide for adjustments of the Conversion Price which shall be as nearly equivalent as may be practicable to the adjustments of the Conversion Price provided for in this Article 5. If, in the case of any such consolidation, merger, combination, sale, conveyance, transfer or lease, the stock or other securities and property (including cash) receivable thereupon by a holder of Common Stock include shares of stock or other securities and property of a Person other than the successor, purchasing, transferee or leasing Person, as the case may be, in such consolidation, merger, combination, sale, conveyance, transfer or lease, then such supplemental indenture shall also be executed by such other Person and shall contain such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors of the Company shall reasonably consider necessary by reason of the foregoing. The provisions of this Section 5.11 shall similarly apply to successive reclassifications, changes, combinations, consolidations, mergers, sales, conveyances, transfers or leases.

In the event the Company shall execute a supplemental indenture pursuant to this Section 5.11, the Company shall promptly file with the Trustee (x) an Officer's Certificate briefly stating the reasons therefor, the kind or amount of shares of stock or

other securities or property (including cash) receivable by Holders of the Securities upon the conversion of their Securities after any such reclassification, change, combination, consolidation, merger, sale, conveyance, transfer or lease, any adjustment to be made with respect thereto and that all conditions precedent have been complied with and (y) an Opinion of Counsel that all conditions precedent have been complied with, and shall promptly mail notice thereof to all Holders.

Section 5.12. Trustee's Disclaimer. The Trustee shall have no duty to determine when an adjustment under this Article 5 should be made, how it should be made or what such adjustment should be, but may accept as conclusive evidence of that fact or the correctness of any such adjustment, and shall be protected in relying upon, an Officer's Certificate including the Officer's Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 5.09. The Trustee makes no representation as to the validity or value of any securities or assets issued upon conversion of Securities, and the Trustee shall not be responsible for the Company's failure to comply with any provisions of this Article 5.

The Trustee shall not be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture executed pursuant to Section 5.11, but may accept as conclusive evidence of the correctness thereof, and shall be fully protected in relying upon, the Officer's Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 5.11.

Section 5.13. Voluntary Reduction. The Company from time to time may voluntarily reduce the Conversion Price by any amount for any period of time if the period is at least 20 days and if the reduction is irrevocable during the period if the Board of Directors of the Company determines that such reduction would be in the best interest of the Company, and the Company provides 15 days' prior notice of any voluntary reduction in the Conversion Price; provided, however, that in no event may the Company reduce the Conversion Price to be less than the par value of a share of Common Stock.

ARTICLE 6

SUCCESSOR COMPANIES

Section 6.01. When the Company May Merge or Transfer Assets. The Company shall not consolidate, combine with or merge with or into any other Person, in a transaction in which the Company is not the surviving corporation, or sell, convey, transfer or lease all or substantially all of its properties and assets to any Person, unless:

(1) the successor, purchasing, transferee or leasing Person, if any, is a corporation, limited liability company, partnership, trust or other entity organized and existing under the laws of the United States, any State thereof or the District of Columbia (the "Successor Person") and expressly assumes the obligations of the Company under this Indenture by a supplemental indenture as provided in Section 5.11;

(2) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(3) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, combination, merger, conveyance, sale, transfer or lease and such supplemental indenture (if any) comply with this Indenture.

The Successor Person shall be the successor to the Company and shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture, but the predecessor Person in the case of a sale, conveyance, transfer or lease shall not be released from the obligation to pay the principal of and interest on the Securities.

ARTICLE 7

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. An "Event of Default" occurs if:

(1) the Company defaults in any payment of interest on any Security when the same becomes due and payable, whether or not such payment shall be prohibited by Article 11, and such default continues for a period of 15 days;

(2) the Company (i) defaults in the payment of the principal of any Security when the same becomes due and payable at its Stated Maturity, whether or not such payment shall be prohibited by Article 11 or (ii) fails to redeem or purchase Securities when required pursuant to this Indenture or the Securities, whether or not such redemption or purchase shall be prohibited by Article 11;

(3) the Company fails to provide notice of a Change in Control in accordance with Section 4.07;

(4) the Company fails to comply with its obligations under Section 6.01;

(5) the Company fails to comply with any of its agreements in the Securities or this Indenture (other than those referred to in clauses (1) through (4) above) and such failure continues for 60 days after the notice specified below;

(6) the Company pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case;

(B) consents to the entry of an order for relief against it in an involuntary case;

(C) consents to the appointment of a Custodian of it or for a substantial part of its property; or

(D) makes a general assignment for the benefit of its creditors;

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company in an involuntary case;

(B) appoints a Custodian of the Company or for any substantial part of its property; or

(C) orders the winding up or liquidation of the Company;

and the order or decree remains unstayed and in effect for 60 days (together with clause (6), the "bankruptcy provisions"); or

(8) the payment of the principal of the Junior Notes is accelerated under the terms of the Junior Notes Indenture.

However, a default under clause (3) or (5) will not constitute an Event of Default until the Trustee or the Holders of 25% in principal amount of the outstanding Securities notify the Company of the default and the Company does not cure such default within the time specified after receipt of such notice.

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.

The term "Bankruptcy Law" means Title 11, United States Code, or any similar Federal, state or foreign law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

Section 7.02. Acceleration. (a) If an Event of Default specified in Section 7.01(6), (7) or (8) occurs, the principal of and interest on all the Securities shall ipso facto become and be immediately due and payable in cash without any declaration or other act on the part of the Trustee or any Securityholders.

(b) If an Event of Default specified in Section 7.01(1) or (2)(ii) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Securities by notice to the Company and the Trustee, may declare the principal of and accrued but unpaid interest on all the Securities to be due and payable immediately in cash.

(c) If an Event of Default (other than an Event of Default specified in Section 7.01(1), (2)(ii), (6), (7) or (8)) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Securities by notice to the Company and the Trustee, may declare the principal of and accrued but unpaid interest on all the Securities to be due and payable. Upon such a declaration, such principal and interest shall be due and payable immediately with principal payable in shares of Common Stock as provided in paragraphs 2 and 16 of the Security and this Indenture.

(d) The Holders of a majority in principal amount of the outstanding Securities by notice to the Trustee may rescind an acceleration with respect to the Securities and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration and all payments due to the Trustee under Section 8.07 of this Indenture have been made. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Section 7.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or remedy accruing upon an Event

of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 7.04. Waiver of Past Defaults. The Holders of a majority in principal amount of the Securities by notice to the Trustee may waive an existing Default and its consequences except (i) a Default specified in Section 7.01(1) or (2) or (ii) a Default in respect of a provision that under Section 10.02 cannot be amended without the consent of each Securityholder affected. When a Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

Section 7.05. Control by Majority. The Holders of a majority in principal amount of the outstanding Securities may 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. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 8.01, that the Trustee determines is unduly prejudicial to the rights of other Securityholders or would involve the Trustee in personal liability; provided, however, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any action hereunder, the Trustee shall be entitled to indemnification from the Holders satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

Section 7.06. Limitation on Suits. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Securityholder may pursue any remedy with respect to this Indenture or the Securities unless:

(1) the Holder gives to the Trustee written notice stating that an Event of Default is continuing;

(2) the Holders of at least 25% in principal amount of the outstanding Securities make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee reasonable security or indemnity against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the Securities do not give the Trustee a direction inconsistent with the request during such 60-day period.

A Securityholder may not use this Indenture to prejudice the rights of another Securityholder or to obtain a preference or priority over another Securityholder.

Section 7.07. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Securities held by such Holder in the manner provided in the Security and this Indenture, on or after the respective due dates expressed in the Securities, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 7.08. Collection Suit by Trustee. If an Event of Default resulting in acceleration described in Section 7.02(a) or (b) occurs, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount then due and owing (together with interest on any unpaid interest to the extent lawful) and the amounts provided for in Section 8.07.

Section 7.09. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Securityholders allowed in any judicial proceedings relative to the Company, its creditors or its property to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due the Trustee under Section 8.07, and to take any other action with respect to such claims, including participating as a member of any official committee of creditors, as it reasonably deems necessary or advisable, and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions. The Trustee shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 8.07.

Section 7.10. Priorities. If the Trustee collects any money pursuant to this Article 7, it shall pay out the money in the following order:

FIRST: to the Trustee for amounts due to the Trustee under Section 8.07 or any other provision of this Indenture;

SECOND: to holders of Senior Indebtedness of the Company to the extent required by Article 11;

THIRD: to Securityholders for amounts due and unpaid on the Securities for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively; and

FOURTH: to the Company.

The Trustee may fix a record date and payment date for any payment to Securityholders pursuant to this Section. At least 15 days before such record date, the Trustee shall mail to each Securityholder and the Company a notice that states the record date, the payment date and amount to be paid.

Section 7.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 7.07 or a suit by Holders of more than 10% in principal amount of the Securities.

ARTICLE 8

TRUSTEE

Section 8.01. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the

requirements of this Indenture. However, in the case of any such certificates or opinions which, by any provision hereof, are required to be furnished to the Trustee, the Trustee shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 7.05.

(d) Every provision of this Indenture that in any way relates to the Trustee, other than paragraph (g) of this Section, is subject to paragraphs (a), (b) and (c) of this Section.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and to the provisions of the TIA.

Section 8.02. Rights of Trustee. (a) The Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) Subject to Section 8.01(c), the Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(e) The Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Securities shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Trust Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default or Event of Default is received by the Trustee at the Corporate Trust Office, and such notice references the Securities under this Indenture.

(g) The rights, privileges, protections, immunities and benefits given to the Trustee hereunder, including without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed by the Trustee consistent with the terms of this Indenture to act hereunder.

(h) Any permissive right or authority granted to the Trustee shall not be construed as a mandatory duty.

Section 8.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Trustee must comply with Sections 8.10 and 8.11.

Section 8.04. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Company's use of the proceeds from the

Securities, and it shall not be responsible for any statement of the Company in the Indenture or in any document issued in connection with the sale of the Securities or in the Securities other than the Trustee's certificate of authentication.

Section 8.05. Notice of Defaults. If a Default occurs and is continuing and if it is actually known to the Trustee, or upon written notice from the Company or any Securityholder or upon a Payment Default, the Trustee shall mail to each Securityholder notice of the Default within 90 days after it occurs. Except in the case of a Default in payment of principal of or interest on any Security (including payments pursuant to the mandatory redemption provisions of such Security, if any), the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of Securityholders.

Section 8.06. Reports by Trustee to Holders. As promptly as practicable after each November 15, beginning with November 15, 2003, and in any event within 60 days of each November 15, the Trustee shall mail to each Securityholder a brief report dated as of November 15 of each year that complies with TIA Section 313(a). The Trustee also shall comply with TIA Section 313(b).

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each stock exchange (if any) on which the Securities are listed. The Company agrees to notify promptly the Trustee whenever the Securities become listed on any stock exchange and of any delisting thereof.

Section 8.07. Compensation and Indemnity. The Company shall pay to the Trustee from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable out-of-pocket expenses, disbursements and advances incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. Except as set forth below, the Company shall indemnify the Trustee against any and all loss, liability or expense (including reasonable attorneys' fees) incurred by it in connection with the administration of this trust and the performance of its duties hereunder, including the costs and expenses of enforcing this Indenture (including this Section 8.07) against the Company and defending itself against any claim (whether asserted by any Securityholder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder unless such failure prejudices the Company. The Company shall defend the claim and the Trustee may have separate counsel and the

Company shall pay the fees and expenses of such counsel. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own wilful misconduct, negligence or bad faith.

The Company need not pay for any settlement made by the Trustee without the Company's consent, such consent not to be unreasonably withheld or delayed.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Securities.

The Company's payment obligations, and the lien granted to the Trustee, pursuant to this Section shall survive the discharge of this Indenture. When the Trustee incurs expenses or renders services after the occurrence of a Default specified in Section 7.01(6) or (7) with respect to the Company, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under the Bankruptcy Law.

Section 8.08. Replacement of Trustee. The Trustee may resign at any time by so notifying the Company. The Holders of a majority in principal amount of the Securities may remove the Trustee by so notifying the Trustee and may appoint a successor Trustee. The Company shall remove the Trustee if:

(1) the Trustee fails to comply with Section 8.10;

(2) the Trustee is adjudged bankrupt or insolvent;

(3) a receiver or other public officer takes charge of the Trustee or its property; or

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the outstanding Securities and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a

notice of its succession to Securityholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided that the amounts owing to the Trustee hereunder have been paid and subject to the lien provided for in Section 8.07.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 10% in principal amount of the Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 8.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section, the Company's obligations under Section 8.07 shall continue for the benefit of the retiring Trustee.

Section 8.09. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee provided that such successor shall be eligible and qualified under Section 8.10.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Securities shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Securities so authenticated; and in case at that time any of the Securities shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Securities or in this Indenture provided that the certificate of the Trustee shall have.

Section 8.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of TIA Section 310(a). The Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with TIA Section 310(b); provided, however, that there shall be excluded from the operation of TIA Section 310(b)(1) any indenture or indentures under which other securities or certificates of interest or participation in other securities

of the Company are outstanding if the requirements for such exclusion set forth in TIA Section 310(b)(1) are met.

Section 8.11. Preferential Collection of Claims Against Company. The Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

ARTICLE 9

DISCHARGE OF INDENTURE

Section 9.01. Satisfaction and Discharge of Indenture. This Indenture shall cease to be of further effect (except as to any rights of conversion, registration of transfer or exchange of Securities herein expressly provided for and except as further provided below), and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when

(a) either:

(1) all Securities theretofore authorized and delivered (other than (x) Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.10 and (y) Securities for whose payment money and shares of Common Stock have theretofore been deposited in trust and thereafter been repaid to the Company as provided in Section 9.03) have been delivered to the Trustee for cancellation; or

(2) all such Securities not theretofore delivered to the Trustee for cancellation (x) have become due and payable, (y) will become due and payable at the Stated Maturity within 90 days, or (z) have been called for redemption within 90 days under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, and the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee or a Paying Agent (other than the Company or any of its Affiliates) as trust funds in trust for the purpose, (i) cash in an amount sufficient to pay and discharge the entire indebtedness on such Securities not theretofore delivered to the Trustee for cancellation, for (A) principal (if due or to be due in cash), the Optional Redemption Price or the Change in Control Purchase Price and (B) interest to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Optional Redemption Date, as the case may be, and (ii) shares of Common Stock in an amount sufficient to pay the principal (if due or

to be due in shares of Common Stock), assuming the Applicable Conversion Price is the Floor Price on the date of deposit; provided that notwithstanding the satisfaction and discharge of this Indenture, if after the date of such deposit and prior to the Stated Maturity, the Conversion Price shall be adjusted pursuant to the adjustment provisions of Section 5.06, and as a result the number of shares of Common Stock deliverable at Stated Maturity (assuming the Applicable Conversion Price is the adjusted Floor Price following such adjustment to the Conversion Price) shall be greater than the number of shares of Common Stock on deposit with the Trustee or a Paying Agent, the Company shall be obligated to deposit in trust such additional shares of Common Stock as shall be necessary to deliver the required number of shares of Common Stock at Stated Maturity;

(b) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(c) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 8.07 shall survive and, if money and shares of Common Stock shall have been deposited with the Trustee pursuant to this Section 9.01(a)(2), the provisions of Sections 2.03, 2.05, 2.06, 2.07, 2.08, 2.10, 4.02, 4.04, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11 and 4.12, Article 5, Article 6 and this Article 9 (including the obligations to deliver additional shares of Common Stock provided in Section 9.01(a)(2) above) shall survive until the Securities have been paid in full.

Section 9.02. Application of Trust Money and Shares. Subject to the provisions of Section 9.03, the Trustee or a Paying Agent shall hold in trust, for the benefit of the Holders, all money and shares of Common Stock deposited with it pursuant to Section 9.01 and shall apply the deposited money and shares of Common Stock in accordance with this Indenture and the Securities to the payment of the principal of and interest on the Securities; provided, however, that after the Securities have been paid in full pursuant to the terms of the Security, the Holders shall not be entitled to any excess money or shares of Common Stock that may be held by the Trustee or the Paying Agent pursuant to Section 9.01. Money and shares of Common Stock so held in trust shall not be subject to the subordination provisions of Article 11.

Section 9.03. Repayment to Company. The Trustee and the Paying Agent shall promptly turn over to the Company upon request any excess money and shares of Common Stock (i) deposited with them pursuant to Section 9.01 and (ii) held by them at any time.

The Trustee and each Paying Agent shall pay to the Company upon request any money and shares of Common Stock held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Securityholders entitled to the money or shares of Common Stock must look to the Company for payment as general creditors.

Section 9.04. Reinstatement. If the Trustee or any Paying Agent is unable to apply any money or shares of Common Stock in accordance with Section 9.02 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 9.01 until such time as the Trustee or such Paying Agent is permitted to apply all such money and shares of Common Stock in accordance with Section 9.02; provided, however, that if the Company has made any payment of the principal of or interest on any Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive any such payment from the money and shares of Common Stock held by the Trustee or such Paying Agent.

ARTICLE 10

AMENDMENTS

Section 10.01. Without Consent of Holders. The Company and the Trustee may amend this Indenture or the Securities without notice to or consent of any Securityholder:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to comply with Section 5.11 or Article 6;

(3) to provide for uncertificated Securities in addition to or in place of Certificated Securities; provided, however, that the uncertificated Securities are issued in registered form for purposes of Section 163(f) of the Code or in a manner such that the uncertificated Securities are described in Section 163(f)(2)(B) of the Code;

(4) to appoint a successor Trustee;

(5) to comply with any requirements of the SEC in connection with qualifying, or maintaining the qualification of, this Indenture under the TIA;

(6) to add guarantees with respect to the Securities or to secure the Securities;

(7) to add to covenants of the Company for the benefit of the Securityholders or to surrender any right or power conferred upon the Company; and

(8) to make any change that does not adversely affect the rights of any Securityholder, including providing for the sale and resale of the Securities under Regulation S of the Securities Act.

After an amendment under this Section becomes effective, the Company shall mail to Securityholders a notice briefly describing such amendment. The failure to give such notice to all Securityholders, or any defect therein, shall not impair or affect the validity of an amendment under this Section.

Section 10.02. With Consent of Holders. The Company and the Trustee may amend this Indenture or the Securities without notice to any Securityholder but with the written consent of the Holders of at least a majority in principal amount of the Securities then outstanding (including consents obtained in connection with a tender offer or exchange for the Securities). However, without the written consent of each Securityholder affected thereby, an amendment may not:

(a) change the stated maturity of the principal of, or interest on, any Security;

(b) reduce the principal amount of, or any premium or interest on, any Security;

(c) reduce the amount of principal payable upon acceleration of the maturity of any Security;

(d) change the time at which any Security may be redeemed in accordance with Article 3;

(e) change the place or currency of payment of principal of, or any premium or interest on, any Security;

(f) impair the right to institute suit for the enforcement of any payment on, or with respect to, any Security;

(g) modify the subordination provisions of Article 11 in a manner materially adverse to the Holders of Securities;

(h) adversely affect the right of Holders to convert Securities other than under Article 5;

(i) adversely affect the adjustment of the Conversion Price except as provided in Article 5;

(j) reduce the percentage of the aggregate principal amount of the outstanding Securities whose Holders must consent to a modification or amendment of this Indenture; and

(k) modify any of the provisions of this Section or Section 7.04, except to increase any such percentage or to provide that specified additional provisions of this Indenture cannot be modified or waived without the consent of the Holder of each outstanding Security affected thereby.

It shall not be necessary for the consent of the Holders under this Section 10.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 10.02 becomes effective, the Company shall mail to the Holders affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment, supplement or waiver. An amendment or supplement under this Section 10.02 or under Section 10.01 may not make any change that adversely affects the rights under Article 11 of any holder of an issue of Senior Indebtedness unless the holders of that issue, pursuant to its terms, consent to the change.

Section 10.03. Compliance with Trust Indenture Act. Every amendment to this Indenture or the Securities shall comply with the TIA as then in effect to the extent required thereby.

Section 10.04. Revocation and Effect of Consents and Waivers. A consent to an amendment or a waiver by a Holder of a Security shall bind the Holder and every subsequent Holder of that Security or portion of the Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent or waiver is not made on the Security. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Security or portion of the Security if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. After an amendment or waiver becomes effective, it shall bind every Securityholder. An amendment or waiver becomes effective upon the execution of such amendment or waiver by the Trustee.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Securityholders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Securityholders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

Section 10.05. Notation on or Exchange of Securities. If an amendment changes the terms of a Security, the Trustee may require the Holder of the Security to deliver it to the Trustee. The Trustee may place an appropriate notation on the Security regarding the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Security shall issue and the Trustee shall authenticate a new Security that reflects the changed terms. Failure to make the appropriate notation or to issue a new Security shall not affect the validity of such amendment.

Section 10.06. Trustee to Sign Amendments. The Trustee shall sign any amendment authorized pursuant to this Article 10 if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing any amendment the Trustee shall be entitled to receive, and (subject to Section 8.01) shall be fully protected in relying upon, an Officer's Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture.

Section 10.07. Payment for Consent. Neither the Company nor any Affiliate of the Company shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Securities unless such consideration is offered to be paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

ARTICLE 11

SUBORDINATION

Section 11.01. Agreement to Subordinate. The Company agrees, and each Securityholder by accepting a Security agrees, that the Indebtedness evidenced by the

Securities is subordinated in right of payment, to the extent and in the manner provided in this Article 11, to the prior payment in full in cash of all Obligations with respect to Senior Indebtedness of the Company and that the subordination is for the benefit of and enforceable by the holders of such Senior Indebtedness. All provisions of this Article 11 shall be subject to Section 11.12.

Section 11.02. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution or winding up of the Company or upon any assignment for the benefit of creditors or marshalling of assets of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property, whether voluntary or involuntary:

(1) the holders of Senior Indebtedness of the Company shall be entitled to receive payment in full in cash of all Obligations with respect to such Senior Indebtedness (including all interest accruing subsequent to the filing of a petition in bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law) before Securityholders shall be entitled to receive any payment or distribution with respect to the Securities; and

(2) until all Obligations with respect to such Senior Indebtedness are paid in full in cash, any payment or distribution to which Securityholders would be entitled but for this Article 11 shall be made to holders of such Senior Indebtedness as their interests may appear, except that Securityholders may receive in exchange for the Securities in any proceeding of the type described above in this Section 11.02, (x) equity securities of the Company which, in any case, do not provide any mandatory redemption or similar retirement prior to the maturity of the Securities or (y) unsecured debt securities of the Company which are subordinated to at least the same extent as the Securities to the payment of all Senior Indebtedness of the Company and which, in any case, do not mature or become subject to a mandatory redemption obligation prior to the maturity of the Securities.

Section 11.03. Default on Senior Indebtedness. The Company may not pay (in cash, property or other assets) the principal of or interest on the Securities and may not repurchase, redeem or otherwise retire any Securities (collectively, "pay the Securities") if either of the following occurs (each, a "Payment Default") (i) any Obligations with respect to Senior Indebtedness are not paid in full when due or (ii) any other default on Senior Indebtedness occurs and the maturity of such 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 in writing or (y) such Senior Indebtedness has been paid in full in cash; provided, however, that the Company

may pay the Securities without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of such Senior Indebtedness. During the continuance of any default (other than a default described in clause (i) or (ii) of the preceding sentence) with respect to any Designated Senior Indebtedness pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, the Company may not pay the Securities for a period (a "Payment Blockage Period") commencing upon the receipt by the Company and the Trustee of written notice (a "Blockage Notice") of such default from the Representative of such Designated Senior Indebtedness specifying an election to effect a Payment Blockage Period and ending 179 days thereafter (or earlier if such Payment Blockage Period is terminated (1) by written notice to the Trustee and the Company from the Person or Persons who gave such Blockage Notice, (2) because no defaults continue in existence which would permit the acceleration of the maturities of any Designated Senior Indebtedness at such time or (3) because such Designated Senior Indebtedness has been repaid in full in cash). Unless the holders of such Designated Senior Indebtedness or the Representative of such holders shall have accelerated the maturity of such Designated Senior Indebtedness, or any Payment Default otherwise exists, the Company may resume payments on the Securities after termination of such Payment Blockage Period and may make any and all payments that were previously subject to a Payment Blockage Period. The Securities shall not be subject to more than one Payment Blockage Period in any consecutive 360-day period. For purposes of this Section, no default or event of default which 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 (it being acknowledged and agreed that (x) any default or event of default as a result of a continued failure to meet a financial covenant or test for a period ended subsequent to the commencement of a Payment Blockage Period shall constitute a new default or event of default, as the case may be, and shall be deemed not to be a continuing default or event of default, as the case may be, for purposes of this sentence and (y) any subsequent action which would give rise to a default or an event of default pursuant to any provision under which a default or event of default previously existed or was continuing shall constitute a new default or event of default, as the case may be, for this purpose and shall be deemed not to be a continuing default or event of default, as the case may be, for purposes of this sentence).

Section 11.04. Acceleration of Payment of Securities. If payment of the Securities is accelerated because of an Event of Default, the Company or the Trustee

shall promptly notify the holders of the Designated Senior Indebtedness (or their Representatives) of the acceleration. If any Designated Senior Indebtedness is outstanding at the time of such acceleration, the Company may not pay the Securities until five Business Days after the Representatives of all the issues of Designated Senior Indebtedness receive notice of such acceleration and, thereafter, may pay the Securities only if the Indenture otherwise permits payment at that time.

Section 11.05. When Distribution Must Be Paid Over. If a distribution is made to Securityholders that because of this Article 11 should not have been made to them, the Securityholders who receive the distribution shall hold it in trust for holders of Senior Indebtedness of the Company and pay it over to them as their interests may appear.

Section 11.06. Subrogation. After all Senior Indebtedness of the Company is paid in full in cash and until the Securities are paid in full, Securityholders shall be subrogated to the rights of holders of such Senior Indebtedness to receive distributions applicable to such Senior Indebtedness. A distribution made under this Article 11 to holders of such Senior Indebtedness which otherwise would have been made to Securityholders is not, as between the Company and Securityholders, a payment by the Company on such Senior Indebtedness.

Section 11.07. Relative Rights. This Article 11 defines the relative rights of Securityholders and holders of Senior Indebtedness of the Company. Nothing in this Indenture shall:

(1) impair, as between the Company and Securityholders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Securities in accordance with their terms; or

(2) prevent the Trustee or any Securityholder from exercising its available remedies upon a Default, subject to the rights of holders of Senior Indebtedness of the Company to receive distributions otherwise payable to Securityholders.

Section 11.08. Subordination May Not Be Impaired by the Company. No right of any holder of Senior Indebtedness of the Company to enforce the subordination of the Indebtedness evidenced by the Securities shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture.

Section 11.09. Rights of Trustee and Paying Agent. Notwithstanding Section 11.03, the Trustee or Paying Agent may continue to make payments on the Securities and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments unless, not less than two Business Days prior

to the date of such payment, a Trust Officer of the Trustee receives notice satisfactory to it that payments may not be made under this Article 11. The Company, the Registrar or co-registrar, the Paying Agent, a Representative or a holder of Senior Indebtedness may give the notice.

The Trustee in its individual or any other capacity may hold Senior Indebtedness of the Company with the same rights it would have if it were not Trustee. The Registrar and co-registrar and the Paying Agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article 11 with respect to any Senior Indebtedness of the Company which may at any time be held by it, to the same extent as any other holder of such Senior Indebtedness; and nothing in Article 8 shall deprive the Trustee of any of its rights as such holder. Nothing in this Article 11 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 8.07.

Section 11.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Indebtedness of the Company, the distribution may be made and the notice given to their Representative (if any).

Section 11.11. Article 11 Not to Prevent Events of Default or Limit Right to Accelerate. The failure to make a payment pursuant to the Securities by reason of any provision in this Article 11 shall not be construed as preventing the occurrence of a Default. Nothing in this Article 11 shall have any effect on the right of the Securityholders or the Trustee to accelerate the maturity of the Securities.

Section 11.12. Trustee Entitled to Rely. Upon any payment or distribution pursuant to this Article 11, the Trustee and the Securityholders shall be entitled to rely (i) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 11.02 are pending, (ii) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to the Securityholders or (iii) upon the Representatives for the holders of Senior Indebtedness of the Company for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of such Senior Indebtedness and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 11. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Indebtedness of the Company to participate in any payment or distribution pursuant to this Article 11, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of such Senior Indebtedness held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article 11, and, if such evidence is

not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 8.01 and 8.02 shall be applicable to all actions or omissions of actions by the Trustee pursuant to this Article 11.

Section 11.13. Trustee to Effectuate Subordination. Each Securityholder by accepting a Security authorizes and directs the Trustee on its behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Securityholders and the holders of Senior Indebtedness of the Company as provided in this Article 11 and appoints the Trustee as attorney-in-fact for any and all such purposes.

Section 11.14. Trustee Not Fiduciary for Holders of Senior Indebtedness. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Securityholders or the Company or any other Person, money or assets to which any holders of Senior Indebtedness of the Company shall be entitled by virtue of this Article 11 or otherwise.

Section 11.15. Reliance by Holders of Senior Indebtedness on Subordination Provisions. Each Securityholder by accepting a Security acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Indebtedness of the Company, whether such Senior Indebtedness was created or acquired before or after the issuance of the Securities, to acquire and continue to hold, or to continue to hold, such Senior Indebtedness and such holder of such Senior Indebtedness shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Indebtedness.

ARTICLE 12

MISCELLANEOUS

Section 12.01. Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the required provision shall control.

Section 12.02. Notices. Any notice or communication shall be in writing and delivered or mailed to the address set forth below:

if to the Company:

Skyworks Solutions, Inc.
20 Sylvan Road
Woburn, MA 01801
Attention: Chief Financial Officer

if to the Trustee:

Wachovia Bank, National Association
Corporate Trust Group
200 Berkeley Street, 17th floor
Boston, MA 02116
Attention: Skyworks Solutions, Inc. 15% Convertible
Senior Subordinated Notes due 2005

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Securityholder shall be mailed to the Securityholder at the Securityholder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Section 12.03. Communication by Holders with Other Holders. Securityholders may communicate pursuant to TIA Section 312(b) with other Securityholders with respect to their rights under this Indenture or the Securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

Section 12.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take or refrain from taking any action under this Indenture, the Company shall furnish to the Trustee:

(1) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.05. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(1) a statement that the individual making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

Section 12.06. When Securities Disregarded. In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which the Trustee knows are so owned shall be so disregarded. Also, subject to the foregoing, only Securities outstanding at the time shall be considered in any such determination.

Section 12.07. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Securityholders. The Registrar and the Paying Agent may make reasonable rules for their functions.

Section 12.08. Legal Holidays. A "Legal Holiday" is a Saturday, a Sunday or a day on which banking institutions are not required to be open in the State of New York, the Commonwealth of Massachusetts or the state where the office of any Paying Agent is located. If a payment date is a Legal Holiday, payment shall be made on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the

intervening period. If a regular record date is a Legal Holiday, the record date shall not be affected.

Section 12.09. Governing Law. This Indenture and the Securities shall be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

Section 12.10. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Securityholder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Securities.

Section 12.11. Successors. All agreements of the Company in this Indenture and the Securities shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 12.12. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture.

Section 12.13. Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

SKYWORKS SOLUTIONS, INC.

By /s/ DAVID J. ALDRICH
_____
Name: David J. Aldrich
Title: President and Chief Executive Officer

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Trustee

By /s/ TIMOTHY DONMOYER
_____
Name: Timothy Donmoyer
Title: Vice President

EXHIBIT A

See Form of 15% Senior Convertible Note of the Company filed herewith as Exhibit 4.f

Exhibit 4.f

EXECUTION COPY

[FACE OF SECURITY]

THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION THEREOF MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION THEREOF MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (II) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT INCLUDING PURSUANT TO RULE 144 THEREUNDER (IF AVAILABLE) OR (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (III) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE. IN ANY CASE, THE HOLDER HEREOF WILL NOT, DIRECTLY OR INDIRECTLY, ENGAGE IN ANY HEDGING TRANSACTIONS WITH REGARD TO THIS SECURITY EXCEPT AS PERMITTED UNDER THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY IS ENTITLED TO THE BENEFITS OF A REGISTRATION RIGHTS AGREEMENT (AS SUCH TERM IS DEFINED IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF) AND, BY ITS ACCEPTANCE HEREOF, AGREES TO BE BOUND BY AND TO COMPLY WITH THE PROVISIONS OF SUCH REGISTRATION RIGHTS AGREEMENT.

THIS SECURITY MAY NOT BE SOLD OR TRANSFERRED TO, AND EACH PURCHASER BY ITS PURCHASE OF THIS SECURITY SHALL BE DEEMED TO HAVE REPRESENTED AND COVENANTED THAT IT IS NOT ACQUIRING THIS SECURITY FOR OR ON BEHALF OF, AND WILL NOT TRANSFER THIS SECURITY TO, ANY EMPLOYEE BENEFIT PLAN (A "PLAN") AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE

RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), EXCEPT THAT SUCH PURCHASE FOR OR ON BEHALF OF A PLAN SHALL BE PERMITTED:

(I) TO THE EXTENT SUCH PURCHASE IS MADE BY OR ON BEHALF OF A BANK COLLECTIVE INVESTMENT FUND MAINTAINED BY THE PURCHASER IN WHICH NO PLAN (TOGETHER WITH ANY OTHER PLANS MAINTAINED BY THE SAME EMPLOYER OR EMPLOYEE ORGANIZATION) HAS AN INTEREST IN EXCESS OF 10% OF THE TOTAL ASSETS IN SUCH COLLECTIVE INVESTMENT FUND, AND THE OTHER APPLICABLE CONDITIONS OF PROHIBITED TRANSACTION CLASS EXEMPTION 91-38 ISSUED BY THE DEPARTMENT OF LABOR ARE SATISFIED;

(II) TO THE EXTENT SUCH PURCHASE IS MADE BY OR ON BEHALF OF AN INSURANCE COMPANY POOLED SEPARATE ACCOUNT MAINTAINED BY THE PURCHASER IN WHICH, AT ANY TIME WHILE THESE SECURITIES ARE OUTSTANDING, NO PLAN (TOGETHER WITH ANY OTHER PLANS MAINTAINED BY THE SAME EMPLOYER OR EMPLOYEE ORGANIZATION) HAS AN INTEREST IN EXCESS OF 10% OF THE TOTAL OF ALL ASSETS IN SUCH POOLED SEPARATE ACCOUNT, AND THE OTHER APPLICABLE CONDITIONS OF PROHIBITED TRANSACTION CLASS EXEMPTION 90-1 ISSUED BY THE DEPARTMENT OF LABOR ARE SATISFIED;

(III) TO THE EXTENT SUCH PURCHASE IS MADE BY AN INVESTMENT FUND ON BEHALF OF A PLAN BY (A) AN INVESTMENT ADVISER REGISTERED UNDER THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED (THE "1940 ACT"), THAT HAD AS OF THE LAST DAY OF ITS MOST RECENT FISCAL YEAR TOTAL ASSETS UNDER ITS MANAGEMENT AND CONTROL IN EXCESS OF $50.0 MILLION AND HAD STOCKHOLDERS' OR PARTNERS' EQUITY IN EXCESS OF $750,000, AS SHOWN IN ITS MOST RECENT BALANCE SHEET PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, OR (B) A BANK AS DEFINED IN SECTION 202(A)(2) OF THE 1940 ACT WITH EQUITY CAPITAL IN EXCESS OF $1.0 MILLION AS OF THE LAST DAY OF ITS MOST RECENT FISCAL YEAR, OR (C) AN INSURANCE COMPANY WHICH IS QUALIFIED UNDER THE LAWS OF MORE THAN ONE STATE TO MANAGE, ACQUIRE OR DISPOSE OF ANY ASSETS OF A PENSION OR WELFARE PLAN, WHICH INSURANCE COMPANY HAS AS OF THE LAST DAY OF ITS MOST RECENT FISCAL YEAR, NET WORTH IN

EXCESS OF $1.0 MILLION AND WHICH IS SUBJECT TO SUPERVISION AND EXAMINATION BY A STATE AUTHORITY HAVING SUPERVISION OVER INSURANCE COMPANIES AND, IN ANY CASE, SUCH INVESTMENT ADVISER, BANK OR INSURANCE COMPANY IS OTHERWISE A QUALIFIED PROFESSIONAL ASSET MANAGER, AS SUCH TERM IS USED IN PROHIBITED TRANSACTION CLASS EXEMPTION 84-14 ISSUED BY THE DEPARTMENT OF LABOR, AND THE ASSETS OF SUCH PLAN WHEN COMBINED WITH THE ASSETS OF OTHER PLANS ESTABLISHED OR MAINTAINED BY THE SAME EMPLOYER (OR AFFILIATE THEREOF) OR EMPLOYEE ORGANIZATION AND MANAGED BY SUCH INVESTMENT ADVISER, BANK OR INSURANCE COMPANY, DO NOT REPRESENT MORE THAN 20% OF THE TOTAL CLIENT ASSETS MANAGED BY SUCH INVESTMENT ADVISER, BANK OR INSURANCE COMPANY AT THE TIME OF THE TRANSACTION, AND THE OTHER APPLICABLE CONDITIONS OF SUCH EXEMPTION ARE OTHERWISE SATISFIED;

(IV) TO THE EXTENT SUCH PLAN IS A GOVERNMENTAL PLAN, AS DEFINED IN SECTION 3(32) OF ERISA WHICH IS NOT SUBJECT TO THE PROVISIONS OF TITLE 1 OF ERISA, AND AS DEFINED IN SECTION 414(d) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE");

(V) TO THE EXTENT SUCH PURCHASE IS MADE BY OR ON BEHALF OF AN INSURANCE COMPANY USING THE ASSETS OF ITS GENERAL ACCOUNT, THE RESERVES AND LIABILITIES FOR THE GENERAL ACCOUNT CONTRACTS HELD BY OR ON BEHALF OF ANY PLAN, TOGETHER WITH ANY OTHER PLANS MAINTAINED BY THE SAME EMPLOYER (OR ITS AFFILIATES) OR EMPLOYEE ORGANIZATION, DO NOT EXCEED 10% OF THE TOTAL RESERVES AND LIABILITIES OF THE INSURANCE COMPANY GENERAL ACCOUNT (EXCLUSIVE OF SEPARATE ACCOUNT LIABILITIES), PLUS SURPLUS AS SET FORTH IN THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS ANNUAL STATEMENT FILED WITH THE STATE OF DOMICILE OF THE INSURER, IN ACCORDANCE WITH PROHIBITED TRANSACTION CLASS EXEMPTION 95-60, AND THE OTHER APPLICABLE CONDITIONS OF SUCH EXEMPTION ARE OTHERWISE SATISFIED;

(VI) TO THE EXTENT PURCHASE IS MADE BY AN IN-HOUSE ASSET MANAGER WITHIN THE MEANING OF PART IV(A) OF PROHIBITED TRANSACTION CLASS EXEMPTION 96-23, SUCH

MANAGER HAS MADE OR PROPERLY AUTHORIZED THE DECISION FOR SUCH PLAN TO PURCHASE THIS SECURITY, UNDER CIRCUMSTANCES SUCH THAT PROHIBITED TRANSACTION CLASS EXEMPTION 96-23 IS APPLICABLE TO THE PURCHASE AND HOLDING OF THIS SECURITY; OR

(VII) TO THE EXTENT SUCH PURCHASE WILL NOT OTHERWISE GIVE RISE TO A TRANSACTION DESCRIBED IN SECTION 406 OR SECTION 4975(C)(1) OF THE CODE FOR WHICH A STATUTORY OR ADMINISTRATIVE EXEMPTION IS UNAVAILABLE.

SKYWORKS SOLUTIONS, INC.

CUSIP No. 83088M AC 6 No. R-1

ISIN No. US83088MAC64

15% CONVERTIBLE SENIOR SUBORDINATED NOTE DUE JUNE 30, 2005

Skyworks Solutions, Inc., a Delaware corporation (the "Company", which term shall include any successor corporation under the Indenture referred to on the reverse hereof), promises to pay to Conexant Systems, Inc., or registered assigns, the principal sum of Forty-Five Million Dollars ($45,000,000) by delivery of shares of Common Stock on June 30, 2005.

Interest Payment Dates: the last Business Day (as defined in this Security) of each March, June, September and December, beginning December 31, 2002.

Record Dates: March 15, June 15, September 15 and December 15

This Security is convertible as specified on the other side of this Security. Additional provisions of this Security are set forth on the other side of this Security.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

SKYWORKS SOLUTIONS, INC.

By _____
Name:
Title:

Dated:

Trustee's Certificate of Authentication: This is one of the Securities referred to in the within-mentioned Indenture.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

[REVERSE SIDE OF SECURITY]

SKYWORKS SOLUTIONS, INC.

15% CONVERTIBLE SENIOR SUBORDINATED NOTE
DUE JUNE 30, 2005

1. Interest

Skyworks Solutions, Inc., a Delaware corporation (the "Company", which term shall include any successor corporation under the Indenture hereinafter referred to), promises to pay interest on the principal amount of this Security at the rate of 15% per annum. The Company shall pay interest quarterly on the last Business Day of each March, June, September and December, commencing December 31, 2002; provided, however, that such interest may be increased by any Additional Interest accruing from time to time on the principal amount of this Security as provided in the Registration Rights Agreement. Any reference herein to interest accrued or payable as of any date shall include any Additional Interest accrued or payable on such date as provided in the Registration Rights Agreement. Interest on the Securities shall accrue from the most recent date to which interest has been paid on the Securities or the Interim Convertible Note (as defined in the Refinancing Agreement) or, if no interest has been paid, from November 12, 2002; provided, however, that if there is not an existing Default in the payment of interest and if this Security is authenticated between a record date referred to on the face hereof and the next succeeding interest payment date, interest shall accrue from such interest payment date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Notwithstanding the foregoing provisions of this paragraph 1, but subject to applicable law, any overdue interest on this Security or any principal of this Security due pursuant to paragraph 16 of this Security shall bear interest, payable on demand in immediately available funds, for each day from the date payment thereof was due to the date of actual payment, at a rate equal to the sum of (1) the interest rate then otherwise applicable and (2) an additional 1% per annum, or, if an Event of Default described in clause (i), (iii), (vii) or (viii) of paragraph 16 has occurred and is continuing, this Security shall bear interest, from the date of the occurrence of such Event of Default until such Event of Default is cured or waived, payable on demand in immediately available funds, at a rate equal to the sum of (1) the interest rate then otherwise applicable and (2) an additional 1% per annum. Subject to applicable law, any interest that shall accrue on overdue interest on this Security as provided in the preceding sentence, and that shall not have been paid in full on or before the next interest payment date to occur after the date

on which the overdue interest became due and payable, shall itself be deemed to be overdue interest on this Security to which the preceding sentence shall apply.

In the event that any interest rate(s) provided for in this paragraph 1 shall be determined to be unlawful, such interest rate(s) shall be computed at the highest rate permitted by applicable law. Any payment by the Company of any interest amount in excess of that permitted by law shall be considered a mistake, with the excess being applied to the principal amount of this Security without prepayment premium or penalty; if no such principal amount is outstanding, such excess shall be returned to the Company.

2. Method of Payment

On the Maturity Date, the Company shall pay the principal amount of this Security by issuing and delivering a number of whole shares of Common Stock equal to the principal amount of the Security due and payable on the Maturity Date divided by the Applicable Conversion Price in effect on the Maturity Date, together with cash in lieu of any fractional shares pursuant to Section 5.03 of the Indenture. The Company shall pay interest on this Security (except defaulted interest) to the person who is the Holder of this Security at the close of business on the March 15, June 15, September 15 or December 15, as the case may be, next preceding the related interest payment date. The Holder must surrender this Security to a Paying Agent to collect payment of principal. Principal payable pursuant to paragraph 16 is payable in cash upon acceleration for an Event of Default described in clause (i), (iii), (vii) or (viii) of the first sentence of paragraph 16 and is payable in shares of Common Stock upon acceleration for any other Event of Default. The Company will pay the Optional Redemption Price, the Change in Control Purchase Price, principal payable in cash pursuant to paragraph 16, cash in lieu of any fractional shares pursuant to Section 5.03 of the Indenture and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company may, however, pay such Optional Redemption Price, Change in Control Purchase Price, principal, cash in lieu of any fractional shares and interest in respect of any Certificated Security by check or wire payable in such money; provided, however, that a Holder with an aggregate principal amount in excess of $2,000,000 will be paid by wire transfer in immediately available funds at the election of such Holder. The Company may mail an interest check to the Holder's registered address. Notwithstanding the foregoing, so long as this Security is registered in the name of a Depositary or its nominee, all payments hereon shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee.

3. Paying Agent, Registrar and Conversion Agent

Initially, Wachovia Bank, National Association (the "Trustee," which term shall include any successor trustee under the Indenture hereinafter referred to) will act as

Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar or Conversion Agent without notice to the Holder. The Company or any of its Subsidiaries may, subject to certain limitations set forth in the Indenture, act as Paying Agent or Registrar.

4. Indenture, Limitations

This Security is one of a duly authorized issue of Securities of the Company designated as its 15% Convertible Senior Subordinated Notes Due June 30, 2005 (the "Securities") issued under an Indenture dated as of November 20, 2002 (together with any supplemental indentures thereto, the "Indenture") between the Company and the Trustee. Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of this Security include those stated in the Indenture and those required by or made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, as in effect on the date of the Indenture. This Security is subject to all such terms, and the Holder of this Security is referred to the Indenture and said Act for a statement of them. The Securities are senior subordinated unsecured obligations of the Company limited to $45 million aggregate principal amount, subject to Section 2.10 of the Indenture, and are "Designated Senior Indebtedness" (as defined in the Junior Notes Indenture) for purposes of the Junior Notes Indenture. The Indenture does not limit other debt of the Company, secured or unsecured, including Senior Indebtedness.

5. Optional Redemption

The Company shall not have the option to redeem the Securities pursuant to this paragraph 5 prior to May 12, 2004. Thereafter, the Company shall have the option to redeem any portion of the Securities (an "Optional Redemption") upon giving notice as set forth in paragraph 6. The Optional Redemption Price (expressed as a percentage of the principal amount) shall be 103%, together with accrued interest up to but not including the date of redemption (the "Optional Redemption Date"), payable in cash, provided that if the Optional Redemption Date falls after an interest payment record date and on or before an interest payment date, then the interest payment will be payable to the Holders in whose names the Securities are registered at the close of business on the relevant record date for payment of such interest.

6. Notice of Redemption

Notice of redemption will be mailed or delivered at least 20 days but not more than 60 days before the Optional Redemption Date to each Holder of Securities to be redeemed at its registered address. Securities in denominations larger than $1,000 may be redeemed in part, but only in whole multiples of $1,000. On and after the Optional Redemption Date, subject to the deposit with the Paying Agent of funds sufficient to pay

in cash the Optional Redemption Price plus accrued interest, if any, to, but excluding, the Optional Redemption Date, interest shall cease to accrue on Securities or portions of them called for redemption.

7. Purchase of Securities at Option of Holder Upon a Change in Control

At the option of the Holder and subject to the terms and conditions of the Indenture, the Company shall be obligated to purchase all or any part specified by the Holder (so long as the principal amount of such part is $1,000 or an integral multiple of $1,000 in excess thereof) of the Securities held by such Holder on the date that is no less than 30 days and not more than 60 days after notice of the occurrence of a Change in Control is given as provided in Section 4.07, at a purchase price in cash equal to 100% of the principal amount thereof together with accrued interest up to, but excluding, the Change in Control Purchase Date. The Holder shall have the right to withdraw any Change in Control Purchase Notice (in whole or in a portion thereof that is $1,000 or an integral multiple of $1,000 in excess thereof) at any time prior to the close of business on the Business Day next preceding the Change in Control Purchase Date by delivering a written notice of withdrawal to the Paying Agent in accordance with the terms of the Indenture.

8. Conversion

A Holder of a Security may convert the principal amount of such Security (or any portion thereof equal to $1,000 or any integral multiple of $1,000 in excess thereof) into shares of Common Stock at any time after 60 days from November 12, 2002 and prior to the close of business on the Business Day immediately preceding June 30, 2005; provided, however, that if the Security is called for redemption or subject to purchase upon a Change in Control, the conversion right will terminate at the close of business on the Business Day immediately preceding the Optional Redemption Date or the Change in Control Purchase Date, as the case may be, for such Security or such earlier date as the Holder presents such Security for redemption or purchase (unless the Company shall default in making the Optional Redemption Price payment or Change in Control Purchase Price payment, as the case may be, when due, in which case the conversion right shall terminate at the close of business on the date such default is cured and such Security is redeemed or purchased). The initial Conversion Price is $7.87 per share, subject to adjustment under certain circumstances. The number of shares of Common Stock issuable upon conversion of a Security is determined by dividing the principal amount of the Security or portion thereof converted by the Applicable Conversion Price as of the related Conversion Date. No fractional shares will be issued upon conversion; in lieu thereof, an amount will be paid in cash based upon the Closing Price (as defined in the Indenture) of the Common Stock on the Trading Day immediately prior to the Conversion Date. To convert a Security, a Holder must (a) complete and

manually sign the conversion notice set forth below and deliver such notice to a Conversion Agent, (b) surrender the Security to a Conversion Agent, (c) furnish appropriate endorsements and transfer documents if required by a Registrar or a Conversion Agent, and (d) pay any transfer or similar tax, if required. Securities so surrendered for conversion (in whole or in part) during the period from the close of business on any regular record date to the opening of business on the next succeeding interest payment date (excluding Securities or portions thereof which are either (i) called for redemption or (ii) subject to purchase following a Change in Control, in either case, on a date during the period beginning at the close of business on a regular record date and ending at the opening of business on the first Business Day after the next succeeding interest payment date, or if such interest payment date is not a Business Day, the second such Business Day) shall also be accompanied by payment in funds acceptable to the Company of an amount equal to the interest payable on such interest payment date on the principal amount of such Security then being converted, and such interest shall be payable to such registered Holder notwithstanding the conversion of such Security, subject to the provisions of this Indenture relating to the payment of defaulted interest by the Company. If the Company defaults in the payment of interest payable on such interest payment date, the Company shall promptly repay such funds to such Holder. A Holder may convert a portion of a Security equal to $1,000 or any integral multiple thereof. A Security in respect of which a Holder had delivered a Change in Control Purchase Notice exercising the option of such Holder to require the Company to purchase such Security may be converted only if the Change in Control Purchase Notice is withdrawn in accordance with the terms of the Indenture.

9. Conversion Arrangement on Call for Redemption

Any Securities called for redemption, unless surrendered for conversion before the close of business on the Business Day immediately preceding the Optional Redemption Date, may be deemed to be purchased from the Holders of such Securities at an amount not less than the Optional Redemption Price, together with accrued interest, if any, to, but not including, the Optional Redemption Date, by one or more investment bankers or other purchasers who may agree with the Company to purchase such Securities from the Holders, to convert them into Common Stock of the Company and to make payment for such Securities to the Paying Agent in trust for such Holders.

10. Subordination

The indebtedness evidenced by the Securities is, to the extent and in the manner provided in the Indenture, subordinate and junior in right of payment to the prior payment in full of all Senior Indebtedness of the Company. Any Holder by accepting this Security agrees to and shall be bound by such subordination provisions and authorizes the Trustee to give them effect. In addition to all other rights of Senior Indebtedness

described in the Indenture, the Senior Indebtedness shall continue to be Senior Indebtedness and entitled to the benefits of the subordination provisions irrespective of any amendment, modification or waiver of any terms of any instrument relating to the Senior Indebtedness or any extension or renewal of the Senior Indebtedness.

11. Denominations, Transfer, Exchange

The Securities are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. A Holder may register the transfer of or exchange Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or other governmental charges that may be imposed in relation thereto by law or permitted by the Indenture.

12. Persons Deemed Owners

The Holder of a Security may be treated as the owner of it for all purposes.

13. Unclaimed Money and Shares of Common Stock

If money or shares of Common Stock for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent will pay the money and deliver the shares of Common Stock back to the Company at its written request. After that, Holders entitled to money or shares of Common Stock must look to the Company for payment.

14. Amendment, Supplement and Waiver

Subject to certain exceptions, the Indenture or the Securities may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Securities then outstanding, and an existing Default or Event of Default and its consequence or compliance with any provision of the Indenture or the Securities may be waived in a particular instance with the consent of the Holders of a majority in principal amount of the Securities then outstanding. Without the consent of or notice to any Holder, the Company and the Trustee may amend or supplement the Indenture or the Securities to, among other things, cure any ambiguity, defect or inconsistency or make any other change that does not adversely affect the rights of any Holder.

15. Successor Corporation

When a successor corporation assumes all the obligations of its predecessor under the Securities and the Indenture in accordance with the terms and conditions of the

Indenture, the predecessor corporation will (except in certain circumstances specified in the Indenture) be released from those obligations.

16. Defaults and Remedies

Under the Indenture, an Event of Default includes: (i) default for 15 days in payment of any interest on any Securities; (ii) default in payment of any principal on the Securities when due at its Stated Maturity; (iii) failure by the Company to redeem or purchase Securities when required under the Indenture, whether or not prohibited by the subordination provisions of the Indenture; (iv) failure by the Company to provide notice to the Trustee and Holders of a Change in Control in accordance with the Indenture; (v) failure by the Company to comply with its obligations under Section 6.01 of the Indenture; (vi) failure by the Company for 60 days after notice to it to perform any other covenant required of it in the Indenture; (vii) certain events of bankruptcy, insolvency or reorganization of the Company; or (viii) acceleration of payment of the principal of the Junior Notes under the terms of the Junior Notes Indenture.

If an Event of Default described in clause (vii) or (viii) above occurs, unpaid principal of and interest on the Securities then outstanding shall become due and payable in cash immediately without any declaration or other act on the part of the Trustee or any Holder, all as and to the extent provided in the Indenture. If an Event of Default specified in clause (i) or (iii) above occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Securities by notice to the Company and the Trustee, may declare the principal of and accrued but unpaid interest on all the Securities to be due and payable immediately in cash. If an Event of Default (other than an Event of Default described in clause (i), (iii), (vii) or (viii) above) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Securities then outstanding may declare all unpaid principal and interest to the date of acceleration on the Securities then outstanding to be due and payable immediately by delivery of shares of Common Stock in the same manner provided in paragraph 2 of this Security and the Indenture for payment of principal and interest at Stated Maturity, all as and to the extent provided in this Security and the Indenture, with the date of acceleration substituted for the Maturity Date in the definitions of "Applicable Conversion Price" and "Current Market Price" for purposes of calculating the number of shares of Common Stock to be delivered. Holders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in principal amount of the Securities then outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in their interests. The Company is required to file periodic reports with the Trustee as to the absence of Default.

17. Trustee Dealings with the Company

Wachovia Bank, National Association, the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Company or an Affiliate of the Company, and may otherwise deal with the Company or an Affiliate of the Company, as if it were not the Trustee.

18. No Recourse Against Others

A director, officer, employee or shareholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or the Indenture nor for any claim based on, in respect of or by reason of such obligations or their creation. The Holder of this Security by accepting this Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Security.

19. Authentication

This Security shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on the other side of this Security.

20. Abbreviations and Definitions

Customary abbreviations may be used in the name of the Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (=joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and UGMA (= Uniform Gifts to Minors Act). All terms defined in the Indenture and used in this Security but not specifically defined herein are defined in the Indenture and are used herein as so defined.

21. Indenture to Control; Governing Law

In the case of any conflict between the provisions of this Security and the Indenture, the provisions of the Indenture shall control. This Security shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

The Company will furnish to any Holder, upon written request and without charge, a copy of the Indenture. Requests may be made to: Skyworks Solutions, Inc., 20 Sylvan Road, Woburn, MA 01801, Attention: Chief Financial Officer.

22. Additional Provisions Regarding Conexant.

(a) HSR Filings. In the event that Conexant Systems Inc. ("Conexant") shall become subject to the notification requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), as a result of its acquisition of shares of Common Stock upon conversion of all or a portion of this Security, subject to the terms and conditions of this Security, each of the Company and Conexant will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with each other in doing or causing to be done, all things necessary, proper or advisable under applicable laws to prepare and file as promptly as practicable a Notification and Report Form pursuant to the HSR Act with respect to the acquisition by Conexant of shares of Common Stock, and to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to applicable laws or by governmental authorities.

(b) Restriction on Conversion. Notwithstanding anything contained herein, by accepting this Security, Conexant agrees that Conexant may not exercise its rights to convert the principal amount of this Security (or any portion thereof) to the extent that such conversion would result in Conexant owning at any one time more than 10% of the then outstanding shares of Common Stock.

(c) Restriction on Transfer. Notwithstanding anything contained herein, by accepting this Security, Conexant agrees that Conexant may not sell, assign or otherwise transfer, in whole or in part, this Security or any interest therein or any shares of Common Stock acquired on conversion of this Security, in whole or in part, for a period of 90 days from November 12, 2002.

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint

_____

agent to transfer this Security on the books of the Company. The agent may substitute another to act for him or her.

Your Signature:

Date: _____ _____

(Sign exactly as your name appears on the other side of this Security)

*Signature guaranteed by:

By: _____

* Signature(s) must be guaranteed by a qualified guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

CONVERSION NOTICE

To convert this Security into Common Stock of Skyworks Solutions, Inc.,

check the box: [ ]

To convert only part of this Security, state the principal amount to be converted (must be $1,000 or a multiple of $1,000): $_____.

If you want the stock certificate made out in another person's name, fill in the form below:

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

Your Signature:

Date: _____ _____

(Sign exactly as your name appears on the other side of this Security)

*Signature guaranteed by:

By: _____

* Signature(s) must be guaranteed by a qualified guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

OPTION TO ELECT REPURCHASE UPON A CHANGE OF CONTROL

To: Skyworks Solutions, Inc.

The undersigned registered owner of this Security hereby irrevocably acknowledges receipt of a notice from Skyworks Solutions, Inc. (the "Company") as to the occurrence of a Change in Control with respect to the Company, and requests and instructs the Company to redeem in cash the entire principal amount of this Security, or the portion thereof (which is $1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Security at the Change in Control Purchase Price, together with accrued interest to, but excluding, the date of redemption, to the registered Holder hereof.

Date: _____ _____

Signature(s)

Signature(s) must be guaranteed by a qualified guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

_____

Signature Guaranty

Principal amount to be redeemed (in an integral multiple of $1,000, if less than all):

_____

NOTICE: The signature to the foregoing Election must correspond to the Name as written upon the face of this Security in every particular, without alteration or any change whatsoever.

CERTIFICATE TO BE DELIVERED
UPON EXCHANGE OR REGISTRATION
OF TRANSFER OF TRANSFER RESTRICTED SECURITIES

Re: 15% Convertible Senior Subordinated Notes
Due June 30, 2005 (the "Securities") of Skyworks Solutions, Inc.

This certificate relates to $_____ principal amount of Securities owned in (check applicable box)

[ ] book-entry or [ ] definitive form by _____ (the "Transferor").

The Transferor has requested a Registrar or the Trustee to exchange or register the transfer of such Securities.

In connection with such request and in respect of each such Security, the Transferor does hereby certify that the Transferor is familiar with transfer restrictions relating to the Securities as provided in Section 2.08 of the Indenture dated as of November 20, 2002, between Skyworks Solutions, Inc. (the "Company") and Wachovia Bank, National Association, as Trustee, and the transfer of such Security is being made pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act") (check applicable box) or the transfer or exchange, as the case may be, of such Security does not require registration under the Securities Act because (check applicable box):

[ ] Such Security is being transferred pursuant to an effective registration statement under the Securities Act.

[ ] Such Security is being transferred to the Company.

[ ] Such Security is being transferred outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act.

[ ] Such Security is being transferred pursuant to and in compliance with an exemption from the registration requirements under the Securities Act in accordance with Rule 144 (or any successor thereto) ("Rule 144") under the Securities Act.

[ ] Such Security is being transferred pursuant to and in compliance with an exemption from the registration requirements of the Securities Act (other than an exemption referred to above) and as a result of which such Security will, upon such transfer, cease to be a "restricted security" within the meaning of Rule 144 under the Securities Act.

Date: _____ _____

(Insert Name of Transferor)

SKYWORKS SOLUTIONS, INC.
1999 EMPLOYEE LONG-TERM INCENTIVE PLAN

SECTION I. PURPOSE OF THE PLAN.

The purposes of this Skyworks Solutions, Inc. 1999 Employee Long-term Incentive Plan (the "1999 Plan") are (i) to provide long-term incentives and rewards to those employees (the "Participants") of Skyworks Solutions, Inc. (the "Corporation") and its subsidiaries (if any), other than officers and non-employee Directors of the Corporation, who are in a position to contribute to the long-term success and growth of the Corporation and its subsidiaries, (ii) to assist the Corporation in retaining and attracting employees with requisite experience and ability, and (iii) to associate more closely the interests of such employees with those of the Corporation's stockholders.

SECTION II. DEFINITIONS.

"Code" is the Internal Revenue Code of 1986, as it may be amended from time to time.

"Common Stock" is the $.25 par value common stock of the Corporation.

"Committee" is defined in Section III, paragraph (a).

"Corporation" is defined in Section I.

"Expiration date" is defined in Section IV.

"Participant" is defined in Section I.

"Fair Market Value" of any property is the value of the property as reasonably determined by the Committee.

"1999 Plan" is defined in Section I.

"Section 16" means Section 16 of the Securities Exchange Act of 1934, as amended, or any similar or successor statute, and any rules, regulations, or policies adopted or applied thereunder.

"Stock Options" are rights granted pursuant to this 1999 Plan to purchase shares of Common Stock at a fixed price.

SECTION III. ADMINISTRATION.

(a) The Committee. This 1999 Plan shall be administered by a compensation committee designated by the Board of Directors of the Corporation, which may include any persons (including any or all of the directors) designated by the Board of Directors (the administering body is hereafter referred to as the "Committee"). The Committee shall serve at the pleasure of the Board of Directors, which may from time to time, and in its sole discretion, discharge any member, appoint additional new members in substitution for those previously appointed and/or fill vacancies however caused. A majority of the Committee shall constitute a quorum and the acts of a majority of the members present at any meeting at which a quorum is present shall be deemed the action of the Committee. No person shall be eligible to be a member of the Committee if that person's membership would prevent the plan from complying with Section 16, if applicable to the Corporation. At such time as any class of equity security of the Corporation is registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Act"), (i) the Committee shall consist of at least two members of the Board of Directors and (ii) to the extent required by Rule 16b-3 promulgated under the Act, no member of the Committee while a member thereof shall be eligible to participate in this Plan, nor may any person be appointed to the Committee unless he was not eligible to participate in this 1999 Plan or any other plan of the Corporation at any time within the one-year period immediately prior to such appointment.

(b) Authority and Discretion of the Committee. Subject to the express provisions of this 1999 Plan and provided that all actions taken shall be consistent with the purposes of this 1999 Plan, and subject to ratification by the Board of Directors only if required by applicable law, the Committee shall have full and complete authority and the sole discretion to: (i) determine those persons who shall constitute employees eligible to be Participants; (ii) select the Participants to whom awards shall be granted under this 1999 Plan; (iii) determine the size and the form of the award or, if any, to be granted to any Participant; (iv) determine the time or times such awards shall be granted including the grant of Stock Options in connection with other awards made, or compensation paid, to the Participant; (v) establish

the terms and conditions upon which such awards may be exercised and/or transferred, including the exercise of Stock Options in connection with other awards made, or compensation paid, to the Participant; (vi) make or alter any restrictions and conditions upon such awards; and (vii) adopt such rules and regulations, establish, define and/or interpret these and any other terms and conditions, and make all determinations (which may be on a case-by-case basis) deemed necessary or desirable for the administration of this 1999 Plan.

(c) Applicable Law. This 1999 Plan and all awards shall be governed by the law of the state in which the Corporation is incorporated.

SECTION IV. AWARDS.

Awards under this 1999 Plan shall consist of Stock Options, all as described herein.

(a) Form of Agreement. Stock Options shall be evidenced by a writing or written agreement in such form, and containing such terms and conditions (not inconsistent with this 1999 Plan), as the Committee may determine. The document shall include the following, or a similar, statement: "This stock option is not intended to be an Incentive Stock Option, as that term is described in Section 422 of the Internal Revenue Code of 1986, as amended."

(b) Period of Exercisability. Stock Options shall be for such periods as may be determined by the Committee, but in no event more than ten years. The date upon which a Stock Option ceases to be exerciseable is the Stock Option's "Expiration Date".

(c) Purchase Price and Payment. The purchase price of shares purchased pursuant to any Stock Option shall be determined by the Committee, and shall be paid by the Participant or other person permitted to exercise the Stock Option in full upon exercise, (A) in cash, (B) by delivery of shares of Common Stock (valued at their Fair Market Value on the date of such exercise), (C) any other property (valued at its Fair Market Value on the date of such exercise), or (D) any combination of cash, stock and other property, with any payment made pursuant to clauses (B), (C) or (D) only as permitted by the Committee, in its sole discretion. In no event will the purchase price of Common Stock be less than the par value of the Common Stock.

(d) Vesting and Transferability. At the discretion of the Committee, the Common Stock issued pursuant to the Stock Options granted hereunder may be subject to restrictions on vesting or transferability.

(e) If a Participant's employment with the Corporation is terminated, then that Participant's Stock Options may be exercised as to all shares that have not been previously purchased only in accordance with the following provisions and notwithstanding any other provision of this Plan.

i. In the event of termination by reason of a Participant's death, the Participant's Stock Options may be exercised as to all vested and unvested shares until the earlier of the Expiration Date or twelve (12) months after the date of death.

ii. In the event of termination by reason of a Participant's permanent and total disability, the Participant's Stock Options may be exercised as to all shares vested as of the date of the termination until the earlier of the Expiration Date or six (6) months after the date of termination. Shares not vested as of the date of the termination may not be exercised.

iii. In the event of termination of a Participant for Cause, the Participant's Stock Options may not be exercised as to any shares, whether or not they were previously vested. "Cause" shall mean: (i) deliberate dishonesty significantly detrimental to the best interests of the Corporation or any subsidiary or affiliate; (ii) conduct constituting an act of moral turpitude; (iii) willful disloyalty to the Corporation or refusal or failure to obey the directions of supervisors; or (iv) inadequate performance or inattention to or neglect of duties. The Corporation's appropriate management personnel shall determine whether termination was for Cause.

iv. In the event of termination of a Participant for any other reason, including without limitation termination without Cause and voluntary resignation, the Participant's Stock Options may be exercised as to all shares vested as of the date of the termination until the earlier of the Expiration Date or three (3) months after the date of termination. Shares not vested as of the date of the termination may not be exercised.

SECTION V. AMENDMENT; ADJUSTMENTS UPON CHANGES IN STOCK.

(a) Power to Amend and Restrictions on Amendment. The Board of Directors of the Corporation may at any time, and from time to time, amend, suspend or terminate this 1999 Plan in whole or in part; provided, however, that, to the extent required by Section 16(b)(3) of the Act and the Internal Revenue Code, as amended, neither the Board of Directors nor the Committee may amend or modify this 1999 Plan without compliance with any applicable law, rules, or regulations. Except as provided herein, no amendment, suspension or termination of this 1999 Plan may affect the rights of a Participant to whom an award has been granted without such Participant's consent.

(b) Merger or Consolidation. If the Corporation is a party to any merger or consolidation, any purchase or acquisition of property or stock, or any separation, reorganization or liquidation, the Board of Directors (or, if the Corporation is not the surviving corporation, the board of directors of the surviving corporation) shall have the power to make arrangements, which shall be binding upon the holders of unexpired Stock Options, for the substitution of new options for, or the assumption by another corporation of, any unexpired Stock Options then outstanding hereunder.

(c) Adjustment of Exercise Price after Corporate Event. If by reason of recapitalization, reclassification, stock split-up, combination of shares, separation (including a spin-off) or dividend on the stock payable in shares of Common Stock, the outstanding shares of Common Stock are increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Corporation, the Board of Directors shall conclusively determine the appropriate adjustment in the exercise prices of outstanding Stock Options and in the number and kind of shares as to which outstanding Stock Options shall be exercisable.

(d) Adjustment of Number of Shares after Corporate Event. In the event of a transaction of the type described in paragraphs (b) and (c) above, the total number of shares of Common Stock on which Stock Options may be granted under this 1999 Plan shall be appropriately adjusted by the Board of Directors.

SECTION VI. CHANGE OF CONTROL PROVISIONS.

(a) Notwithstanding any other provision of the Plan to the contrary, in the event of a Change of Control, any Options outstanding as of the date such Change of Control is determined to have occurred and not then exercisable shall become fully exercisable to the full extent of the original grant.

(b) A "Change in Control" will be deemed to have occurred if the Continuing Board of Skyworks shall have ceased for any reason to constitute a majority of the Board of Directors of Skyworks. For this purpose, a "Continuing Director" will include any member of the Board of Directors of Skyworks as of the Effective Date and any person nominated for election to the Board of Directors of Skyworks by a majority of the then Continuing Directors.

SECTION VII. SHARES OF STOCK SUBJECT TO THE PLAN.

The number of shares of Common Stock that may be the subject of awards under this 1999 Plan shall not exceed an aggregate of 19,951,500 shares. Shares to be delivered under this 1999 Plan may be either authorized but unissued shares of Common Stock or treasury shares. Any shares subject to a Stock Option hereunder which for any reason terminates, is canceled or otherwise expires unexercised, shares reacquired by the Corporation because restrictions do not lapse and any shares reacquired by the Corporation due to restrictions imposed on the shares, shares returned because payment is made hereunder in stock of equivalent value rather than in cash, and/or shares reacquired from a recipient for any other reason shall, at such time, no longer count towards the aggregate number of shares which have been the subject of Stock Options issued hereunder, and such number of shares shall be subject to further awards under this 1999 Plan.

SECTION VIII. MISCELLANEOUS PROVISIONS.

(a) Indemnity. Neither the Board of Directors nor the Committee, nor any members of either, nor any employees of the Corporation or any parent, subsidiary, or other affiliate, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with their responsibilities with respect to this 1999 Plan, and the Corporation hereby agrees to indemnify the members of the Board of Directors, the members of the Committee, and the employees of the Corporation and its parent or subsidiaries in respect of any claim, loss, damage,

or expense (including reasonable counsel fees) arising from any such act, omission, interpretation, construction or determination to the full extent permitted by law.

(b) Participation by Foreigners. Without amending this 1999 Plan, the Committee may modify grants made to Participants who are foreign nationals or employed outside the United States so as to recognize differences in local law, tax policy, or custom.

(c) Rights of Participants of Awards. The holder of any Stock Option granted under the 1999 Plan shall have no rights as a stockholder of the Corporation with respect thereto unless and until certificates for shares are issued.

(d) Assignment of Stock Options. No Stock Option or any rights or interests of the recipient therein shall be assignable or transferable by such recipient except by will or the laws of descent and distribution. During the lifetime of the recipient, such Stock Option shall be exercisable only by, or payable only to, the recipient thereof.

(e) Legal and Other Requirements. No shares of Common Stock shall be issued or transferred upon grant or exercise of any award under the 1999 Plan unless and until all legal requirements applicable to the issuance or transfer of such shares and such other requirements as are consistent with the 1999 Plan have been complied with to the satisfaction of the Committee. Furthermore, the Corporation is not obligated to register or qualify the shares of Common Stock to be issued upon exercise of a Stock Option under federal or state securities laws (or to register them at any time thereafter), and it may refuse to issue such shares if, in its sole discretion, registration or exemption from registration is not practical or available. The Committee may require that prior to the issuance or transfer of Common Stock hereunder, the recipient thereof shall enter into a written agreement to comply with any restrictions on subsequent disposition that the Committee or the Company deem necessary or advisable under any applicable law, regulation or official interpretation thereof. Certificates of stock issued hereunder may be legended to reflect such restrictions.

(f) Withholding of Taxes. Pursuant to applicable federal, state, local or foreign laws, the Corporation may be required to collect income or other taxes upon the grant of awards to, or exercise of a Stock Option by, a holder. The Corporation may require, as a condition to the exercise of a Stock Option, or demand, at such other time as it may consider appropriate, that the Participant pay the Corporation the amount of any taxes which the Corporation may determine is required to be withheld or collected, and the Participant shall comply with the requirement or demand of the Corporation. In its discretion, the Corporation may withhold shares to be received upon exercise of a Stock Option if it deems this an appropriate method for withholding or collecting taxes.

(g) Pledge of Shares. Notwithstanding restrictions against disposition of any award made pursuant to the 1999 Plan, the Committee, in its discretion, may permit any shares acquired under the 1999 Plan to be pledged or otherwise encumbered to secure borrowing by the recipient thereof solely for the purpose of obtaining the acquisition price to be paid for such shares, provided, that the amount of such borrowing may not exceed the acquisition price of such shares, and the recipient must provide the Corporation with a copy of the documents executed in connection with such borrowing. Any borrowing made by the recipient of an award pursuant to this paragraph (g) must permit the Corporation to repay the outstanding indebtedness and reacquire the pledged shares in the event of a default by the recipient under the borrowing documents. Nothing in this paragraph (g) shall require the Corporation to repay any indebtedness of a Participant or reacquire shares pledged hereunder.

(h) Right to Awards. No employee of the Corporation or other person shall have any claim or right to be a Participant in this 1999 Plan or to be granted an award hereunder. Neither this 1999 Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ of the Corporation. Nothing contained hereunder shall be construed as giving any Participant or any other person any equity or interest of any kind in any assets of the Company or creating a trust of any kind or a fiduciary relationship of any kind between the Company and any such person. As to any claim for any unpaid amounts under the 1999 Plan, any Participant or any other person having a claim for payments shall be an unsecured creditor.

SECTION IX. EFFECTIVE DATE AND TERM OF THIS PLAN.

The effective date of this 1999 Plan is April 27, 1999 (the "Effective Date") and awards under this 1999 Plan may be made for a period of ten years commencing on the Effective Date. The period during which a Stock Option or other award may be exercised may extend beyond that time as provided herein.

As amended through September 25, 2002

SKYWORKS SOLUTIONS, INC.

NON-QUALIFIED EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE.

The Skyworks Solutions, Inc. Non-Qualified Employee Stock Purchase Plan (hereinafter the "Plan"), effective as of October 1, 2002, is intended to provide a method whereby employees of participating organizations (as defined in Article 18) of Skyworks Solutions, Inc. (the "Company") will have an opportunity to acquire a proprietary interest in the Company through the purchase of shares of the Company's Common Stock. It is the intention of the Company that this Plan authorize the grant of purchase rights and issuance of Common Stock which do not qualify as an "Employee Stock Purchase Plan" under section 423 of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code").

2. ELIGIBLE EMPLOYEES.

All employees of the participating organizations of the Company who are employed on or before the first day of the applicable Offering Period or any Special Offering Period (each as defined below) shall be eligible to participate in and receive rights under this Plan to purchase the Company's Common Stock. Except as otherwise provided herein, persons who become eligible employees after the first day of any Offering Period shall be eligible to receive purchase rights on the first day of the next succeeding Offering Period on which purchase rights are granted to eligible employees under the Plan. In no event may an employee be granted a purchase right if such employee, immediately after the purchase right is granted, owns stock possessing five (5%) percent or more of the total combined voting power or value of all classes of stock of the Company or of its parent corporation or subsidiary corporation as the terms "parent corporation" and "subsidiary corporation" are defined in Section 424(e) and (f) of the Internal Revenue Code. For purposes of determining stock ownership under this paragraph, the rules of Section 424(d) of the Internal Revenue Code shall apply and stock which the employee may purchase under outstanding purchase rights shall be treated as stock owned by the employee. All employees who participate in the Plan shall have the same rights and privileges under the Plan except for differences which may be mandated by local law and except that employees participating in a sub-plan adopted pursuant to Article 26 need not have the same rights and privileges as employees participating in another sub-plan. The Plan administrators (as defined in Article 19) may impose restrictions on eligibility and participation of employees who are officers and directors to facilitate compliance with federal or state securities laws or foreign laws.

3. STOCK SUBJECT TO THE PLAN.

The stock subject to the purchase rights granted hereunder shall be shares of the Company's authorized but unissued Common Stock or shares of Common Stock reacquired by the Company, including shares purchased in the open market. The aggregate number of shares

which may be issued pursuant to the Plan is 50,000 for all Offering Periods, including any Special Offering Period, subject to increase or decrease by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like. If any purchase right granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the unpurchased shares subject to such purchase right shall again be available under the Plan. If the number of shares of Common Stock available for any Offering Period, including any Special Offering Period, is insufficient to satisfy all purchase requirements for that Offering Period, the available shares for that Offering Period shall be apportioned among participating employees in proportion to their purchase rights.

4. OFFERING PERIODS AND STOCK PURCHASE RIGHTS.

There shall be Offering Periods and Special Offering Periods during which payroll deductions and permitted cash contributions will be accumulated under the Plan. Each Offering Period, including any Special Offering Period, includes only regular pay days falling within it. The Offering Periods shall commence and end as follows:

OFFERING PERIOD COMMENCEMENT DATES	OFFERING PERIOD TERMINATION DATES
Each January 1	Each June 30
Each July 1	Each December 31

Notwithstanding the foregoing, in the event that the Committee adopts a sub-plan or establishes eligibility pursuant to Article 26 hereof for a particular organization or location, there will be a Special Offering Period (the "Special Offering Period") that will begin ten (10) business days after the adoption of such a sub-plan or such eligibility for all employees of the Company at that particular organization or location who are eligible as of the date of the Offering Commencement Date of the Special Offering Period.

The Offering Commencement Date is the first day of each Offering Period, including any Special Offering Period. The Offering Termination Date is the applicable date on which an Offering Period ends under this Article 4. In the case of a Special Offering Period, the Offering Termination Date is the date which is the Offering Termination Date for the regular Offering Period in which the Offering Commencement Date for such Special Offering Period occurs.

On each Offering Commencement Date, the Company will grant to each eligible employee who is then a participant in the Plan a purchase right to purchase on the Offering Termination Date at the Purchase Right Exercise Price, as hereinafter provided, that number of full shares of Common Stock reserved for the purpose of the Plan, up to a maximum of 5,000 shares, subject to increase or decrease by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like; provided that such employee remains eligible to participate in the Plan throughout such Offering Period or Special Offering Period, as the case may be. If the eligible employee's accumulated payroll deductions and permitted cash contributions on the Offering Termination Date would enable the eligible employee to purchase more than 5,000 shares except

for the 5,000-share limitation, the excess of the amount of the accumulated payroll deductions and permitted cash contributions over the aggregate purchase price of the 5,000 shares shall be refunded to the eligible employee by the Company as soon as administratively practicable, without interest (except where required by local law as determined by the Plan administrators). The Purchase Right Exercise Price for each Offering Period, including any Special Offering Period, shall be the lesser of (i) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Commencement Date, or (ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent. In the event of an increase or decrease in the number of outstanding shares of Common Stock through stock split-ups, reclassifications, stock dividends, changes in par value and the like, an appropriate adjustment shall be made in the number of shares and Purchase Right Exercise Price per share provided for under the Plan, either by a proportionate increase in the number of shares and proportionate decrease in the Purchase Right Exercise Price per share, or by a proportionate decrease in the number of shares and a proportionate increase in the Purchase Right Exercise Price per share, as may be required to enable an eligible employee who is then a participant in the Plan to acquire on the Offering Termination Date that number of full shares of Common Stock as his accumulated payroll deductions and permitted cash contributions on such date will pay for at a price equal to the lesser of (i) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Commencement Date, or (ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent, as so adjusted.

For purposes of this Plan, the term "fair market value" means, if the Common Stock is listed on a national securities exchange or is on the (U.S.) National Association of Securities Dealers Automated Quotation ("Nasdaq") National Market system, the closing sale price of the Common Stock on such exchange or as reported on Nasdaq or, if the Common Stock is traded in the over-the-counter securities market, but not on the Nasdaq National Market, the closing bid quotation for the Common Stock, each as published in The Wall Street Journal. If no shares of Common Stock are traded on the Offering Commencement Date or Offering Termination Date, the fair market value will be determined on the next regular business day on which shares of Common Stock are traded.

For purposes of this Plan the term "business day" as used herein means a day on which there is trading on the Nasdaq National Market or such national securities exchange on which the Common Stock is listed.

No employee shall be granted a purchase right which permits the employee to purchase Common Stock under the Plan and any similar plans of the Company or any parent or subsidiary corporations at a rate which exceeds $25,000 of fair market value of such stock (determined at the time such purchase right is granted) for each calendar year in which such purchase right is outstanding at any time. If the participant's accumulated payroll deductions and permitted cash contributions on the last day of the Offering Period would otherwise enable the participant to purchase Common Stock in excess of the $25,000 limitation described in this paragraph, the excess of the amount of the accumulated payroll deductions and permitted cash contributions over the aggregate purchase price of the shares actually purchased shall be refunded to the

participant by the Company or its participating organization as soon as administratively practicable, without interest (except where required by local law as determined by the Plan administrators).

5. EXERCISE OF PURCHASE RIGHT.

Each eligible employee who continues to be a participant in the Plan on the Offering Termination Date shall be deemed to have exercised his or her purchase right on such date and shall be deemed to have purchased from the Company such number of full shares of Common Stock reserved for the purpose of the Plan as his or her accumulated payroll deductions and permitted cash contributions on such date will pay for at the Purchase Right Exercise Price subject to the 5,000-share limit of the purchase right and the $25,000 limitation described in Article 4. If a participant is not an employee on the Offering Termination Date and throughout an Offering Period or Special Offering Period, he or she shall not be entitled to exercise his or her purchase right under the Plan..

If a participant's accumulated payroll deductions and permitted cash contributions in his or her account are based on a currency other than the U.S. dollar, then on the Offering Termination Date the accumulated payroll deductions and permitted cash contributions in his or her account will be converted into an equivalent value of U.S. dollars based upon the U.S. dollar-foreign currency exchange rate in effect on that date, as reported in The Wall Street Journal, provided that such conversion does not result in an Purchase Right Exercise Price which is, in fact, less than the lesser of an amount equal to 85 percent of the fair market value of the Common Stock at the time such purchase right is granted or 85 percent of the fair market value of the Common Stock at the time such purchase right is exercised. The Plan administrators shall have the right to change such conversion date, as they deem appropriate to effectively purchase shares on any Offering Termination Date.

6. AUTHORIZATION FOR ENTERING PLAN.

An eligible employee may enter the Plan by following a written, electronic or other enrollment process, including a payroll deduction authorization, as prescribed by the Plan administrators. Except as may otherwise be established by the Plan administrators, all enrollment authorizations shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before an applicable Offering Commencement Date. Participation may be conditioned on an eligible employee's consent to transfer and process personal data and on acknowledgment and agreement to Plan terms and other specified conditions.

The Company or its participating organization will accumulate and hold for the employee's account the amounts deducted from his or her pay, except for such jurisdictions in which payroll deductions are prohibited. No interest will be paid thereon (except where required by local law as determined by the Plan administrators). Participating employees may not make any separate cash payments into their account, except in jurisdictions in which employees may not contribute through payroll deductions.

Unless an employee files a new authorization, or withdraws from the Plan, his or her deductions and purchases under the authorization he or she has on file under the Plan will continue as long as the Plan remains in effect. An employee may increase or decrease the amount of his or her payroll deductions and permitted cash contributions as of the next Offering Commencement Date by filing a revised payroll deduction authorization or cash contribution election in accordance with the procedures then applicable to such actions. Except as may otherwise be established by the Plan administrators, all revised authorizations and elections shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the next Offering Commencement Date.

7. MAXIMUM AMOUNT OF PAYROLL DEDUCTIONS AND PERMITTED CASH CONTRIBUTIONS.

An employee may authorize payroll deductions, or, where permitted by the Plan, make cash contributions, in an aggregate amount of not less than one percent (1%) and not more than ten percent (10%) (in whole number percentages only) of his or her eligible compensation. Such deductions shall be determined based on the employee's election in effect on the payday on which such eligible compensation is paid. An employee may not make any additional payments into such account. Except as otherwise required by an applicable sub-plan, eligible compensation means the wages as defined in Section 3401(a) of the Internal Revenue Code, determined without regard to any rules that limit compensation included in wages based on the nature or location or employment or services performed, including without limitation base pay, shift premium, overtime, gain sharing (profit sharing), incentive compensation, bonuses and commissions and all other payments made to the employee for services as an employee during the applicable payroll period, and excluding the value of any qualified or non-qualified stock option or purchase right granted to the employee to the extent such value is includible in the taxable wages, reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits, but determined prior to any exclusions for any amounts deferred under Sections 125, 401(k), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) of the Internal Revenue Code or for certain contributions described in Section 457(h)(2) of the Internal Revenue Code that are treated as Company contributions.

8. UNUSED PAYROLL DEDUCTIONS AND PERMITTED CASH CONTRIBUTIONS.

Only full shares of Common Stock may be purchased. Any balance remaining in an employee's account after a purchase will be reported to the employee and will be carried forward to the next Offering Period. However, in no event will the amount of the unused payroll deductions and permitted cash contributions carried forward from a payroll period exceed the Purchase Right Exercise Price per share for that Offering Period or Special Offering Period, as the case may be. If for any Offering Period, including any Special Offering Period, the amount of unused payroll deductions and permitted cash contributions should exceed the Purchase Right Exercise Price per share, the amount of the excess for any participant shall be refunded to such participant as soon as administratively practicable, without interest (except where required by local law as determined by the Plan administrators).

9. CHANGE IN PAYROLL DEDUCTIONS AND PERMITTED CASH CONTRIBUTIONS.

Deductions, or, where permitted by the Plan, cash contributions, may not be increased or decreased during an Offering Period or Special Offering Period, as the case may be.

10. WITHDRAWAL FROM THE PLAN.

An employee may withdraw from the Plan and withdraw all but not less than all of the payroll deductions and permitted cash contributions credited to his or her account under the Plan prior to the Offering Termination Date by completing and filing a withdrawal notification with the designated Plan administrator(s) in accordance with the prescribed procedures, in which event the Company will refund as soon as administratively practicable without interest (except where required by local law as determined by the Plan administrators) the entire balance of such employee's deductions not previously used to purchase Common Stock under the Plan. Except as may otherwise be established by the Plan administrators, all withdrawals shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the Offering Termination Date.

An employee who withdraws from the Plan is like an employee who has never entered the Plan; the employee's rights under the Plan will be terminated and no further payroll deductions or cash contributions will be made. To reenter, such an employee must re-enroll pursuant to the provisions of Article 6 before the next Offering Commencement Date which cannot, however, become effective before the beginning of the next Offering Period or Special Offering Period following his withdrawal. Notwithstanding the foregoing, employees who are subject to Section 16 of the Securities Exchange Act of 1934, as amended, who withdraw from the Plan may not reenter the Plan until the next Offering Commencement Date which is at least six months following the date of such withdrawal.

11. ISSUANCE OF STOCK.

As soon as administratively practicable after each Offering Period, including any Special Offering Period, the Company shall deliver (by electronic or other means) to the participant the Common Stock purchased under the Plan, except as specified below. The Plan administrators may permit or require that the Common Stock shares be deposited directly with a broker or agent designated by the Plan administrators, and the Plan administrators may utilize electronic or automated methods of share transfer. In addition, the Plan administrators may establish other procedures to ensure that the Company's and its subsidiaries' applicable tax withholding obligations are satisfied.

12. NO TRANSFER OR ASSIGNMENT OF EMPLOYEE'S RIGHTS.

An employee's rights under the Plan are his or hers alone and may not be transferred or assigned to, or availed of by, any other person. Any purchase right granted to an employee may

be exercised only by him or her, except as provided in Article 13 in the event of an employee's death.

13. TERMINATION OF EMPLOYEE'S RIGHTS.

Except as set forth in the last paragraph of this Article 13, an employee's rights under the Plan will terminate when he or she ceases to be an employee because of retirement, resignation, lay-off, discharge, death, change of status, or fails to meet the applicable requirements for eligibility in the Plan, or for any other reason. Notwithstanding anything to the contrary contained in Article 10, a withdrawal notice will be considered as having been received from the employee on the day his or her employment ceases, and all payroll deductions and permitted cash contributions not used to purchase Common Stock will be refunded without interest as soon as administratively feasible (except where required by local law as determined by the Plan administrators).

Notwithstanding anything to the contrary contained in Article 10, if an employee's payroll deductions and permitted cash contributions are interrupted by any legal process, a withdrawal notice will be considered as having been received from him or her on the day the interruption occurs.

Upon termination of the participating employee's employment because of death, the authorized legal representative of the employee's estate shall have the right to elect, by written notice given to the Plan administrators prior to earlier of the the expiration of the thirty (30) day period commencing with the date of the death of the employee or the first Offering Termination Date following the date of the death of the employee, either (i) to withdraw, without interest (except where required by local law as determined by the Plan administrators), all of the payroll deductions and permitted cash contributions credited to the employee's account under the Plan, or (ii) to exercise the employee's purchase right for the purchase of shares of Common Stock on the next Offering Termination Date following the date of the employee's death for the purchase of that number of full shares of Common Stock reserved for the purpose of the Plan which the accumulated payroll deductions and permitted cash contributions in the employee's account at the date of the employee's death will purchase at the applicable Purchase Right Exercise Price (subject to the limitations set forth in Article 4), and any excess in such account (in lieu of fractional shares) will be paid to the employee's estate as soon as administratively practicable, without interest (except where required by local law as determined by the Plan administrators). In the event that no such written notice of election shall be duly received by the Plan administrators, the payroll deductions and permitted cash contributions credited to the employee's account at the date of the employee's death will be paid to the employee's estate as soon as administratively practicable, without interest (except where required by local law as determined by the Plan administrators).

14. TERMINATION AND AMENDMENTS TO PLAN.

The Plan may be terminated at any time by the Company's Board of Directors. It will terminate in any case on December 31, 2012, or if sooner, when all of the shares of Common Stock reserved for the purposes of the Plan have been purchased. Upon such termination or any other termination of the Plan, all payroll deductions and permitted cash contributions not used to purchase Common Stock will be refunded without interest (except where required by local law as determined by the Plan administrators).

The Committee or the Board of Directors may, in its sole discretion, insofar as permitted by law, adopt amendments to the Plan from time to time.

15. LIMITATIONS OF SALE OF STOCK PURCHASED UNDER THE PLAN.

The Plan is intended to provide shares of Common Stock for investment and not for resale. The Company does not, however, intend to restrict or influence any employee in the conduct of his or her own affairs. An employee may, therefore, sell stock purchased under the Plan at any time the employee chooses, subject to compliance with any applicable securities laws and subject to any restrictions imposed under Articles 11 and 25. The employee assumes the risk of any market fluctuations in the price of such Common Stock.

16. COMPANY'S OFFERING OF EXPENSES RELATED TO PLAN.

The Company will bear all costs of administering and carrying out the Plan.

17. PARTICIPATING ORGANIZATIONS.

The term "participating organizations" shall mean any present or future subsidiary, organization or business unit of the Company which is designated by the Committee to participate in the Plan.

18. ADMINISTRATION OF THE PLAN.

The Plan shall be administered by a committee of "disinterested" directors as that term is defined in Rule 16b-3 under the U.S. Securities Exchange Act of 1934, as amended, appointed by the Board of Directors of the Company (the "Committee"). The Committee shall consist of not less than two members of the Company's Board of Directors. The Board of Directors may from time to time remove members from, or add members to, the Committee. Vacancies on the Committee, howsoever caused, shall be filled by the Board of Directors. No member of the Committee shall be eligible to participate in the Plan while serving as a member of the Committee.

The Committee shall select one of its members as Chairman, and shall hold meetings at such times and places as it may determine. Acts by a majority of the Committee, or acts reduced

to or approved in writing by a majority of the members of the Committee, shall be the valid acts of the Committee.

The interpretation and construction by the Committee of any provisions of the Plan or of any purchase right granted under it shall be final. The Committee may from time to time adopt such rules and regulations which it deems necessary for the proper administration of the Plan, to interpret the provisions and supervise the administration of the Plan, to make factual determinations relevant to Plan entitlements, to adopt sub-plans applicable to specified organizations or locations and to take all action in connection with administration of the Plan as it deems necessary or advisable, consistent with the delegation from the Board.

The Committee may, insofar as permitted by applicable laws and regulations, limit participation in the Plan, for participating organizations, to employees whose customary employment is greater than twenty (20) hours per week and is more than five (5) months in any calendar year.

With respect to persons subject to Section 16 of the Securities and Exchange Act of 1934, as amended, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under said Act. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

No member of the Board of Directors or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any purchase right granted under it. The Company shall indemnify each member of the Board of Directors and the Committee to the fullest extent permitted by law with respect to any claim, loss, damage or expense (including counsel fees) arising in connection with their responsibilities under this Plan.

The Committee may delegate to one or more individuals the day-to-day administration of the Plan. Without limitation, subject to the terms and conditions of this Plan, the President, the Chief Financial Officer of the Company, and any other officer of the Company or committee of officers or employees designated by the Committee (collectively, the "Plan administrators"), shall each be authorized to determine the methods through which eligible employees may elect to participate, amend their participation, or withdraw from participation in the Plan, and establish methods of enrollment by means of a manual or electronic form of authorization or an integrated voice response system. The Plan administrators are further authorized to determine the matters described in Articles 11 and 25 concerning the means of issuance of Common Stock and the procedures established to ensure that the Company's applicable tax withholding obligations are satisfied.

As soon as administratively practicable after the end of each Offering Period and the Special Offering Period, the Plan administrators shall prepare and distribute or make otherwise readily available by electronic means or otherwise to each participating employee in the Plan information concerning the amount of the participating employee's accumulated payroll deductions and permitted cash contributions as of the Offering Termination Date, the Purchase Right Exercise

Price for such Offering Period, the number of shares of Common Stock purchased by the participating employee with the participating employee's accumulated payroll deductions and permitted cash contributions, and the amount of any unused payroll deductions and permitted cash contributions either to be carried forward to the next Offering Period or returned to the participating employee without interest or otherwise distributed or retained as required by local law as determined by the Plan administrators.

19. PARTICIPANTS NOT STOCKHOLDERS.

Neither the granting of a purchase right to an employee nor the deductions from his or her pay shall constitute such employee a stockholder of the Company with respect to the shares covered by such purchase right until such shares have been purchased by and issued to him.

20. APPLICATION OF FUNDS.

The proceeds received by the Company and its subsidiaries from the sale of Common Stock pursuant to purchase rights granted under the Plan may be used for any corporate purposes, and the Company shall not be obligated to segregate participating employees' payroll deductions and permitted cash contributions, unless required by applicable laws and regulations.

21. GOVERNMENTAL REGULATION.

The Company's obligation to sell and deliver shares of the Company's Common Stock under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.

In this regard, the Board of Directors may, in its discretion, require as a condition to the exercise of any purchase right that a Registration Statement under the U.S. Securities Act of 1933, as amended, with respect to the shares of Common Stock reserved for issuance upon exercise of the purchase right shall be effective, and that all other applicable provisions of U.S. state and federal and applicable foreign law have been satisfied.

22. TRANSFERABILITY.

Neither payroll deductions or permitted cash contributions credited to an employee's account nor any rights with regard to the exercise of a purchase right or to receive stock under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way by the employee. Any such attempted assignment, transfer, pledge, or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds in accordance with Article 10.

23. EFFECT OF CHANGES OF COMMON STOCK.

If the Company should subdivide or reclassify the Common Stock which has been or may be subject to purchase rights under the Plan, or should declare thereon any dividend payable in

shares of such Common Stock, or should take any other action of a similar nature affecting such Common Stock, then the number and class of shares of Common Stock which may thereafter be subject to purchase rights (in the aggregate and to any individual participating employee) shall be adjusted accordingly.

24. MERGER OR CONSOLIDATION.

If the Company should at any time merge into or consolidate with another corporation, the Board of Directors may, at its election, either (i) terminate the Plan and refund without interest (except where required by local law as determined by the Plan administrators) the entire balance of each participating employee's payroll deductions and permitted cash contributions, or (ii) entitle each participating employee to receive on the Offering Termination Date upon the exercise of such purchase right for each share of Common Stock as to which such purchase right shall be exercised the securities or property to which a holder of one share of the Common Stock was entitled upon and at the time of such merger or consolidation, and the Board of Directors shall take such steps in connection with such merger or consolidation as the Board of Directors shall deem necessary to assure that the provisions of this Article 24 shall thereafter be applicable, as nearly as reasonably possible. A sale of all or substantially all of the assets of the Company shall be deemed a merger or consolidation for the foregoing purposes.

25. WITHHOLDING OF ADDITIONAL TAX.

By electing to participate in the Plan, each participant acknowledges that the Company and its subsidiaries are required to withhold taxes with respect to the amounts deducted from the participant's compensation and accumulated for the benefit of the participant under the Plan, and each participant agrees that the Company and its subsidiaries may deduct additional amounts from the participant's compensation, when amounts are added to the participant's account, used to purchase Common Stock or refunded, in order to satisfy such withholding obligations. Each participant further acknowledges that when Common Stock is purchased under the Plan the Company and its subsidiaries may be required to withhold taxes with respect to the Common Stock purchased, and each participant agrees that such taxes may be withheld from compensation otherwise payable to such participant. It is intended that tax withholding will be accomplished in such a manner that the full amount of payroll deductions and permitted cash contributions elected by the participant under Article 7 will be used to purchase Common Stock. However, if amounts sufficient to satisfy applicable tax withholding obligations have not been withheld from compensation otherwise payable to any participant then, notwithstanding any other provision of the Plan, the Company and its subsidiaries may withhold such taxes from the participant's accumulated payroll deductions and permitted cash contributions and apply the net amount to the purchase of Common Stock, unless the participant pays to the Company or its subsidiary, prior to the exercise date, an amount sufficient to satisfy such withholding obligations. Each participant further acknowledges that the Company and its subsidiaries may be required to withhold taxes in connection with the disposition of stock acquired under the Plan and agrees that the Company and its subsidiaries may take whatever actions they consider appropriate to satisfy such withholding requirements, including deducting from compensation otherwise payable to such participant an amount sufficient to satisfy such withholding requirements or conditioning any

disposition of Common Stock by the participant upon the payment to the Company or its subsidiaries of an amount sufficient to satisfy such withholding requirements.

26. COMMITTEE RULES FOR FOREIGN JURISDICTIONS.

The Committee may adopt rules or procedures relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures. Without limiting the generality of the foregoing, the Committee is specifically authorized to (and to delegate to the Plan administrators the authority to) adopt rules and procedures regarding handling of payroll deductions, cash contributions, payment of interest, conversion of local currency, tax, withholding procedures and handling of stock certificates which vary with local requirements.

The Committee may also adopt sub-plans and establish or discontinue eligibility to participate in the Plan applicable to particular organizations or locations. The rules of such sub-plans may take precedence over other provisions of this Plan, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan.

Adopted by the Directors: April 25, 2002

NEWPORT BEACH WAFER SUPPLY AND SERVICES AGREEMENT

THIS NEWPORT BEACH WAFER SUPPLY AND SERVICES AGREEMENT (the "AGREEMENT") is entered into as of June 25th, 2002 (the "EFFECTIVE DATE") by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("CONEXANT") and ALPHA INDUSTRIES, INC. a Delaware corporation ("ALPHA").

RECITALS

A. On March 30, 2002, Conexant entered into a Wafer Supply and Services Agreement with Specialtysemi, Inc. ("SPECIALTYSEMI") for the manufacture and supply of certain wafers and services from Specialtysemi's Newport Beach, California semiconductor wafer manufacturing facility (herein, the "SPECIALTYSEMI AGREEMENT") attached hereto as Exhibit A.

B. Alpha desires, on the terms and conditions of this Agreement, to obtain certain semiconductor wafers and related foundry, manufacturing and probe services from Specialtysemi.

C. Conexant is willing to enable Alpha to purchase such wafers and related services from Specialtysemi, on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. ALPHA PURCHASES. Pursuant to Section 2.l(f) of the Specialtysemi Agreement, Alpha shall have the right to purchase Wafers and related Probe Services pursuant to the terms and conditions of the Specialtysemi Agreement, as expressly modified in this Agreement, and specifically excluding Sections 2.l(f) (Purchases for Certain Entities) and 6.2 (Wafer Credits). Alpha shall (i) submit forecasts and Purchase Orders for Alpha's Wafers and Probe Services directly to Specialtysemi; (ii) receive delivery of such Wafers and Probe Services directly from Specialtysemi; (iii) be invoiced for such Wafers and Probe Services directly by Specialtysemi; and (iv) pay all amounts due under such invoices directly to Specialtysemi, all of the foregoing in accordance with the terms and conditions of the Specialtysemi Agreement. Notwithstanding the foregoing, the prices to be paid by Alpha for such purchases shall be at the Contract Price set forth in Exhibit A of the Specialtysemi Agreement for the calendar year following the Effective Date of the Specialtysemi Agreement, halfway between Contract Price and market for the second year following the Effective Date of the Specialtysemi Agreement, and market for the third year following the Effective Date of the Specialtysemi Agreement.

2. PURCHASE COMMITMENTS. Alpha will submit Purchase Orders to Specialtysemi for the manufacture of, and will purchase pursuant to such Purchase Orders, Wafers in volumes sufficient to meet 47.5% of Conexant's minimum MPD purchase commitments set forth in, and in accordance with the terms and conditions in, Section 2.1 and Exhibit B, Schedule 1 of the Specialtysemi Agreement. The purchases of Alpha, Conexant and all Conexant Spin-offs and Conexant Affiliates shall be aggregated to meet the total Wafer Volume Commitment under the Specialtysemi Agreement. To the extent that Conexant is required to pay Specialtysemi under Section 2.l(h) of the Specialtysemi Agreement for portions of the total Wafer Volume Commitment not purchased by Alpha, Conexant and all Conexant Spin-offs and Conexant Affiliates, Conexant will invoice Alpha for all amounts to be paid in respect of portions of Alpha's 47.5% of the Wafer Volume Commitment not purchased by Alpha. Alpha shall pay such amounts within thirty (30) days of the date of invoice. To the extent that Conexant is entitled to a

reduction in price for Wafers purchased in a Working Segment under Section 2.l(b)(iii) of the Specialtysemi Agreement resulting from purchases by Alpha, Conexant and all Conexant Spin-offs and Conexant Affiliates in excess of the Wafer Volume Commitment for the Working Segment, Alpha will share in the price reduction proportionately to the amount purchased by Alpha in excess of Alpha's 47.5% of the Wafer Volume Commitment.

3. INDEMNIFICATION. Alpha agrees to indemnify and hold Conexant harmless from any liability or cost associated with any claim asserted or brought by Specialtysemi against Conexant relating to any act or omission by Alpha under this Agreement or the Specialtysemi Agreement. Likewise, Conexant agrees to indemnify and hold Alpha harmless from any liability or cost associated with any claim asserted or brought by Specialtysemi against it relating to any act or omission by Conexant under this Agreement or the Specialtysemi Agreement. With respect to the obligation of any party ("Indemnitor") to indemnify and hold harmless any other party ("Indemnitee") hereunder, the Indemnitor's obligation shall be conditional upon the Indemnitee's giving the Indemnitor (a) prompt notice of the claim, (b) control of the defense and/or settlement of the claim, and (c) reasonable cooperation (at Indemnitor's expense) with respect to the defense of such claim.

4. CONEXANT OBLIGATIONS. Conexant agrees that it shall make commercially reasonable efforts to perform its obligations under the Specialtysemi Agreement. Alpha acknowledges and agrees that (i) the supply of Wafers and Probe Services is contingent upon the performance of Specialtysemi; (ii) Conexant cannot guarantee the performance of Specialtysemi; (iii) Conexant shall have no liability to Alpha for any failure to perform this Agreement in the event of termination of the Specialtysemi Agreement other than for a termination due to a breach of the Specialtysemi Agreement by Conexant; and (iv) Conexant shall not be liable for any failure of Specialtysemi to provide such Wafers or Probe Services, notwithstanding Conexant's reasonable commercial efforts to enable Alpha to obtain such Wafers or Probe Services from Specialtysemi other than for failure due to a breach of the Specialtysemi Agreement by Conexant. Should Specialtysemi fail to perform its supply obligations under the Specialtysemi Agreement, Conexant shall at Alpha's request invoke its rights as a party to that agreement on behalf of Alpha to secure such performance including, as warranted, providing notice of breach and/or termination. If and to the extent Conexant fails to act to secure performance as a party to the SpecialtySemi Agreement, and Alpha is unable to purchase Wafers, then Alpha's performance and payment obligations to Conexant under this Agreement, including those under Section 2, shall be excused.

5. CREDIT REQUIREMENTS. In the event Alpha does not make timely payment to Conexant or Specialtysemi, as applicable under this Agreement or the Specialtysemi Agreement and such issue is not resolved within sixty (60) days' of receipt of Conexant's written notice of such payment delays, Conexant reserves the right to limit Alpha's purchases to a reasonable amount, such amount to be based on a then-current credit report of Alpha and mutually agreed to by Conexant and Alpha.

6. TERM; TERMINATION. This Agreement will take effect on the Effective Date and will remain in effect for a period of three (3) years from the Effective Date, unless earlier terminated as set forth herein. This Agreement may be terminated (a) immediately upon Written agreement of the Parties; (b) by Conexant, immediately upon Alpha entering into a separate agreement with Specialtysemi for the supply of Wafers or related Probe Services; or (c) immediately upon termination of the Specialtysemi Agreement other than for a termination due to a breach or act or failure to act by Conexant

7. NOTICES. As between Conexant and Alpha, notices will be sent to the following addresses:

If to Conexant, to:	If to Alpha, to:
Conexant Systems, Inc. 4311 Jamboree Road Newport Beach, CA 92660-3095 Attn: Chief Executive Officer	Alpha Industries, Inc. (Skyworks Solutions) 25 Computer Drive Haverhill, MA 01832-1236 Attn: President
with a copy to:	with a copy to:
Conexant Systems, Inc. 4311 Jamboree Road Newport Beach, CA 92660-3095 Attn: General Counsel	Alpha Industries, Inc. (Skyworks Solutions) 4311 Jamboree Road Newport Beach, CA 92660-3095 Attn: General Counsel

8. ENTIRE AGREEMENT. As to the subject matter hereof: (i) this Agreement and the terms and conditions of the Specialtysemi Agreement set forth the entire agreement between Conexant and Alpha; (ii) no promise, inducement, understanding, or agreement not expressly contained herein has been made; and (iii) this Agreement merges and supersedes any and all previous agreements, understandings, and negotiations between the Parties. Except as otherwise set forth in this Agreement, the terms and conditions of the Specialtysemi Agreement are incorporated herein by reference with the understanding that as between Conexant and Alpha and where applicable, the term "Company" shall mean Conexant, the term "Conexant" shall mean Alpha, and the term "Parties" shall refer to Conexant and Alpha. Conexant shall not, without Alpha's prior written consent, enter into any amendments or modifications of the Specialtysemi Agreement that would have a material adverse effect on Alpha's rights or obligations under this Agreement. The terms and conditions of this Agreement supersede any terms or conditions in any purchase order, form acknowledgement or other instrument issued by either Party in connection with this Agreement that add to or differ from this Agreement and such additional or differing terms and conditions shall have no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by the undersigned duly authorized representatives of each Party.

CONEXANT SYSTEMS, INC.

By: /s/ Dennis E. 'O'Reilly

Name: Dennis E. 'O'Reilly

Title: Senior Vice President, General Counsel and Secretary

ALPHA INDUSTRIES, INC.

By:_____

Name:_____

Title:_____

ALPHA INDUSTRIES, INC.

By: /s/ Paul E. Vincent

Name: PAUL E. VINCENT

Title: VICE PRESIDENT, CHIEF FINANCIAL OFFICER, TREASURER AND SECRETARY

EXHIBIT A - SPECIALTYSEMI AGREEMENT

See Wafer Supply and Services Agreement dated as of March 30, 2002 by and between Specialtysemi, Inc. (now named Jazz Semiconductor, Inc.) and Conexant Systems, Inc., filed as Exhibit 10.1 to Conexant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002.

INFORMATION TECHNOLOGY SERVICE AGREEMENT

This INFORMATION TECHNOLOGY SERVICE AGREEMENT (this "Agreement"), dated as of June, 25th 2002 (the "Effective Date"), is by and between CONEXANT SYSTEMS, INC., a Delaware corporation (together with its subsidiaries and affiliates, "Conexant") and ALPHA INDUSTRIES, INC., a Delaware corporation (together with its subsidiaries "Alpha"). Conexant and Alpha are individually referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND

A. On December 16, 2001, Conexant, Washington Sub, Inc., a Delaware corporation and successor to the Washington Business ("Washington"), and Alpha entered into an Agreement and Plan of Reorganization, pursuant to which Washington will merge with and into Alpha, with Alpha being the surviving corporation (the "Merger"). Alpha, as the surviving corporation after the Merger, is referred to herein as "Skyworks".

B. As a condition to the Merger, Skyworks desires to obtain from Conexant, and Conexant desires to provide to Skyworks, certain information technology services during the term of, and subject to the terms and conditions of, this Agreement.

C. The information technology services provided under this Agreement are intended to provide Skyworks with the same level of information technology services that Conexant provides to the Washington Business as of the Effective Date. In addition, Conexant has agreed to provide such other information technology services beyond the Washington Business as set forth in this Agreement, as well as such Additional Services as may be mutually agreed upon from time to time.

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. DEFINITIONS. The following terms, when used in this Agreement with initial capital letters, have the meanings ascribed to such terms in this Section 1.

1.1 "ADDITIONAL SERVICES" means any services, functions, or responsibilities, other than the Base Services, that Conexant will provide pursuant to Additional Services Orders mutually agreed upon in accordance with the process identified in Attachment E. Additional Services include any Projects and any IT Services above the Base Services as well as the addition, deletion, transfer, migration, upgrade, modification, expansion, installation, creation, or implementation of any desktop, help desk, data center, infrastructure, programming, application, or other services, or any Supported Hardware or Supported Software.

1.2 "ADDITIONAL SERVICES ORDER" has the meaning given in Attachment E.

1.3 "ALPHA LOCATIONS" mean the locations listed in Attachment B-3. If the Parties mutually agree to add a new location pursuant to the provisions of Attachment E, it will be included in Alpha Locations as of the date of such agreement.

1.4 "BASE SERVICES" means the information technology services identified on Attachment A.

1.5 "CONEXANT HARDWARE" means Hardware that is owned or leased by Conexant, or obtained by Conexant (with or without Skyworks' assistance) from a third party. Conexant retains ownership and lease rights, as appropriate, to all Conexant Hardware, subject only to express rights granted in this Agreement.

1.6 "CONEXANT HOLIDAYS" for the balance of Conexant's fiscal year, ending September 27, 2002, include July 4th, July 5th and September 2nd. Conexant will determine, and notify Skyworks of, Conexant Holidays beyond September 27, 2002, by September 27, 2002.

1.7 "CONEXANT SOFTWARE" means Software that is owned, leased or licensed by Conexant, or obtained by Conexant (with or without Skyworks' assistance) from a third party. Conexant retains ownership, lease and license rights, as appropriate, to all Conexant Software, subject only to express rights granted in this Agreement.

1.8 "EMERGENCY" means a business critical situation that will cause a quantifiable, material impact to the operations, revenue or profit of the Washington Business.

1.9 "FIRST LEVEL SUPPORT" means that the Party providing such support will make every attempt to resolve the problem or issue prior to contacting the other Party.

1.10 "FISCAL YEAR" means the annual period ending on the Friday closest to September 30.

1.11 "HARDWARE" means computer and communications equipment, including data center class servers and peripherals, personal computers and peripherals, data, voice and video infrastructure and any related third party documentation.

1.12 "INTELLECTUAL PROPERTY RIGHTS" means all trademarks, trade names, and other indications of origin, trade secrets, copyrights and other rights of authorship whether copyrightable or not, copyright registrations and applications, and all extensions, renewals and derivatives thereof, patent and patent application rights, including divisions, continuations in part and renewals thereof, moral rights, and other proprietary rights throughout the world.

1.13 "IT SERVICES" means the Base Services and any Additional Services.

1.14 "PROJECT" means a discrete project agreed upon by the Parties as Additional Services pursuant to Attachment E.

1.15 "REMOTE LOCATIONS, SATELLITE LOCATIONS OR REMOTE SITES" means Washington Locations other than Newport Beach, CA.

1.16 "SECOND LEVEL SUPPORT" means that the Party providing such support shall be available to consult with the other Party to attempt to resolve the problem or issue.

1.17 "SERVICE HOURS" means, unless otherwise noted, the hours of 8 a.m. to 5 p.m. local time, at the location from which the service is being provided, Monday through Friday, excluding Conexant Holidays.

1.18 "SERVICE LEVELS" means the performance standards specifically designated on Attachment A as "Service Levels."

1.19 "SKYWORKS HARDWARE" means Hardware that is owned or leased by Skyworks, or obtained by Skyworks (with or without Conexant's assistance) from a third party. Skyworks retains ownership and lease rights, as appropriate, to all Skyworks Hardware, subject only to express rights granted in this Agreement.

1.20 "SKYWORKS LOCATIONS" means the combined Alpha Locations and Washington Locations.

1.21 "SKYWORKS SOFTWARE" means Software that is owned, leased or licensed by Skyworks, or obtained by Skyworks (with or without Conexant's assistance) from a third party. Skyworks retains ownership, lease and license rights, as appropriate, to all Skyworks Software, subject only to express rights granted in this Agreement.

1.22 "SOFTWARE" means software programs in object code, including supporting documentation and online help facilities. Software includes applications software programs and operating systems software programs.

1.23 "SUPPORTED SOFTWARE" means the items of Software listed on Attachment C.1 and C.2 (not C.3). In addition, Supported Software includes other Software listed in Attachment D which is resident on Supported Hardware.

1.24 "SUPPORTED HARDWARE" means the items of Hardware listed on Attachment D.

1.25 "SUPPORTED WASHINGTON PERSONNEL" means up to 3,500 employees of Skyworks located at the Washington Locations, including those who were employees of Conexant immediately prior to the Merger.

1.26 "TOWERS OF SERVICE" means each of the following five (5) general services: (i) data center operations management, as described in Sections 10 through 12 of Attachment A, (ii) remotesite support, as described in Section 3 of Attachment A, (iii) IT infrastructure, as described in Sections 4 through 9 of Attachment A, (iv) programming services, as described in Section 2 of Attachment A, and (v) applications support, as described in Section 1 of Attachment A.

1.27 "WASHINGTON BUSINESS" means the business conducted by the Wireless Communications Division and Mexicali operations of Conexant immediately prior to the Merger.

1.28 "WASHINGTON LOCATIONS" means the locations listed in Attachment B.2. If the Parties mutually agree to add a new location pursuant to the provisions of Attachment E, it will be included in the Washington Locations as of the date of such agreement.

1.29 "YEAR" means each twelve (12) month period beginning on the Effective Date and each anniversary thereof during the Term.

2. RIGHTS AND LICENSES

2.1 SKYWORKS SOFTWARE. Skyworks hereby grants to Conexant, at no charge, a nonexclusive license to install, execute, copy, modify, display, and otherwise use all Skyworks

Software that may be reasonably required by Conexant for the sole purpose of performing IT Services under this Agreement.

2.2 SKYWORKS HARDWARE. Skyworks hereby grants to Conexant, at no charge, the nonexclusive right to use Skyworks Hardware that may be reasonably required by Conexant for the sole purpose of performing IT Services under this Agreement.

2.3 REQUIRED CONSENTS

(a) Prior to giving Conexant access to any Skyworks Software or Skyworks Hardware, Skyworks will use [commercially reasonable efforts] to obtain all consents, approvals, and agreements that may be required from third parties for the grant of rights under Sections 2.1 and 2.2 and for Conexant to perform the IT Services ("Skyworks Required Consents").

(b) Prior to giving Skyworks access to any Conexant Software or Conexant Hardware, Conexant will use [commercially reasonable efforts] to obtain all consents, approvals, and agreements that may be required from third parties for the grant of rights under Section 2.4 ("Conexant Required Consents").

(c) Skyworks will pay any and all fees or costs associated with acquiring any and all Skyworks Required Consents and Conexant Required Consents. If, after using [commercially reasonable efforts], Skyworks does not obtain any Skyworks Required Consent or Conexant does not obtain any Conexant Required Consent, and Conexant is unable to perform any or all IT Services without infringing any third party rights or breaching the terms of its contracts as a result thereof, the Parties will meet to mutually agree upon alternative approaches to permit Conexant to perform the IT Services. Alternative approaches may include Skyworks purchasing the rights to use such Software or Hardware pursuant to Section 2.4 or adjustments to the scope of the IT Services, the Service Levels and the charges for the IT Services. If an alternative approach is not agreed upon and adopted, then Conexant will be relieved of its obligations under this Agreement, and the charges for such IT Services or Services Levels adjusted accordingly, to the extent that Conexant's ability to perform is hindered, delayed or prevented due to Conexant's inability to access or use, or permit Skyworks to access or use, the affected Software or Hardware.

2.4 USE OF SUPPORTED HARDWARE AND SUPPORTED SOFTWARE. To the extent consents or approvals of third party vendors are not required, or are obtained pursuant to Section 2.3, Conexant hereby grants to Skyworks a nonexclusive, nontransferable license to use the Supported Hardware and Supported Software for the Washington Business for as long as Skyworks pays for the IT Services related to such Supported Hardware or Supported Software during the Term. If, after using [commercially reasonable efforts] Conexant does not obtain any required consents and approvals and adjustments are not agreed to pursuant to Section 2.3, or if the Parties determine that additional Software or Hardware is necessary to operate the Washington Business, Skyworks will buy such Software or Hardware and provide Conexant with the right to use such Software or Hardware for the sole purpose of performing IT Services under this Agreement in accordance with Sections 2.1, 2.2 and 2.3. To avoid any ambiguity, Software or Hardware purchased, leased or licensed by Skyworks under this Section 2.4 shall be Skyworks Software and Skyworks Hardware, respectively.

2.5 RETURN OF HARDWARE AND SOFTWARE; CONTINUED USE

(a) Within 15 business days of the effective date of termination of any Tower of Service, Skyworks shall physically return to Conexant all Conexant Hardware set forth opposite such terminated Tower of Service on Attachment J.1 and delete all Conexant Software set forth opposite such terminated Tower of Service on Attachment J.2 from Skyworks personal computers (i.e. EPO, SMS) and servers, unless otherwise negotiated with the head of Conexant IT operations or such Conexant Hardware or Conexant Software is transferred to Skyworks pursuant to Section 2.6. If Skyworks continues to use Supported Hardware or Supported Software, or does not return or delete it as required, irrespective of use, after termination, Conexant will continue to bill Skyworks, and Skyworks will be required to pay, for use of such Supported Hardware or Supported Software.

(b) Within 15 business days of the effective date of termination of any Tower of Service, Conexant shall physically return to Skyworks all Skyworks Hardware and delete all Skyworks Software from Conexant personal computers and servers, unless otherwise negotiated with the head of Skyworks IT operations.

2.6 TRANSFER OF CONEXANT SOFTWARE AND CONEXANT HARDWARE

(a) Promptly following the Effective Date, Conexant will use commercially reasonable efforts to transfer the licenses for the Supported Software that are identified on Attachment J.2 (the "Identified Licenses"). The transfer of the Identified Licenses will occur no later than December 31, 2002, may be subject to restrictions on transfer imposed by third-party vendors and will only be transferred to the extent such transfer does not impair Conexant's use of any Identified License. As consideration for, and upon the transfer of, an Identified License, Skyworks will pay Conexant the amount set forth in the "Consideration" column of Attachment J.2 for that Identified License. If, after using commercially reasonable efforts, Conexant is unable to transfer an Identified License and Skyworks purchases such license directly from the vendor, the amount set forth in the "Consideration" column on Attachment J.2 for that Identified License will not be paid to Conexant. If any fees are required to be paid to transfer an Identified License, Conexant shall pay such fees; provided that if such fees, in the aggregate, exceed $200,000, Skyworks shall pay such excess amount. The parties agree that the transfers discussed above will not change the Base Services Fee until the Rate Review Date.

(b) Within 5 business days following (i) the effective date of termination of the IT infrastructure Tower of Service or, if later, (ii) the date on which Conexant receives a payment of $500,000, Conexant will transfer ownership to Skyworks all Conexant Hardware set forth on Attachment J.1

2.7 STATISTICAL INFORMATION. Conexant may gather, copy, distribute, and use nonconfidential IT metrics gathered in connection with performing the IT Services; provided, that Conexant will not copy, distribute or use for non-internal purposes statistical information from which Skyworks can reasonably be identified as the source and Conexant will not identify Skyworks or its customers to any third party as the source of such statistics.

2.8 OWNERSHIP OF MODIFICATIONS. In the event Conexant, or a third party engaged by Conexant, develops any upgrades or updates or otherwise modifies any Conexant Software, with or without the assistance of Skyworks ("Modifications"), Conexant shall retain sole ownership to all such Modifications. If such Modifications are made in connection with Conexant providing any IT

Services for Skyworks, Conexant hereby grants to Skyworks a nonexclusive perpetual, royalty-free license to use such Modifications.

3. SERVICES

3.1 BASE SERVICES. Subject to the terms and conditions of this Agreement, Conexant will provide to Skyworks, and Skyworks will obtain from Conexant, the Base Services. The parties agree that Conexant will be the exclusive provider of the Base Services provided, however, that Skyworks shall have the right to internally provide such services, excluding data center operations management and IT infrastructure services described in Section 1.26.

3.2 ADDITIONAL SERVICES. Subject to the terms and conditions of this Agreement, Conexant will provide to Skyworks any Additional Services agreed upon by the Parties pursuant to the procedures of Attachment E.

3.3 SUBCONTRACTING. Skyworks understands that before and after the Effective Date, Conexant may have contracted, and may in the future contract, with third parties to provide services in connection with all or any portion of the IT Services to be provided under this Agreement. Conexant reserves the right to continue to contract with third parties to provide the foregoing or to enter into new contractual relationships for any of the foregoing. Provided, however, that should Conexant in the future enter into a contract with a third party or otherwise enter contract discussions or negotiations with a third party under this Section 3.3, then Conexant shall use commercially reasonable efforts to include in such contract the right to share the contract with, or to assign the contract to Skyworks, after the Term. In the event Conexant is not permitted to share or assign the contract after the Term, Conexant will notify Skyworks of such restriction and, at the end of the Term, will assist Skyworks in obtaining a contract directly between that third party and Skyworks.

3.4 PERFORMANCE. Conexant will use commercially reasonable efforts to perform the Base Services in conformance with the applicable Service Levels. In the event any third-party supplier fails to perform its obligations related to the IT Services, provided Conexant uses reasonable efforts to cause such third party to perform, Conexant shall not be responsible for any such failure to perform and any delay or suspension of IT Services arising from such failure will not result in any reduction to the Base Services Fee, as defined below.

4. OBLIGATIONS

4.1 CONEXANT POLICIES. Skyworks will comply with Conexant's computer security policies, procedures, requirements and restrictions with respect to Skyworks' use of IT Services, a current copy of which are set forth in Attachment G, and the standards set forth in Attachment C and D. Conexant's computer security policies, procedures, requirements and restrictions may change from time to time upon notice and delivery of an electronic copy of such policies, procedures, requirements and restrictions to Skyworks.

4.2 COOPERATION. In order to enable Conexant to perform IT Services, Skyworks will provide Conexant with such cooperation and assistance as Conexant reasonably and timely requests. Such cooperation and assistance shall include providing Conexant in a timely manner answers to questions, technical consultation and other information that is necessary for Conexant to perform the IT Services, is in the possession of Skyworks and not reasonably available to Conexant without out-of-pocket costs to Conexant. Skyworks' Account Manager (as described in Section 6.1 below) will

be Skyworks' principal point of contact for Conexant to obtain such cooperation and assistance. Conexant shall be excused from performing IT Services and meeting any Service Levels, unless the charges for IT Services and/or Services Levels are adjusted upon mutual agreement to account for the lack of cooperation and assistance, but only to the extent Conexant's performance is actually prevented or hindered by: (i) Skyworks' nonperformance; (ii) the failure by Skyworks personnel or any Skyworks third-party contractor to adequately perform its tasks related to the IT Services; (iii) unreasonable, untimely, inaccurate, or incomplete information from Skyworks; (iv) the failure of any Hardware or Software that is not the fault of Conexant; and (v) the occurrence of an event described in Section 13.3.

4.3 NEW SOFTWARE, HARDWARE AND PHONE LINES. Unless otherwise agreed to under a separate agreement, any new or additional Software, Hardware or phone lines (voice and data lines) that Conexant may require from time to time to perform the IT Services on behalf of Skyworks (including maintaining, upgrading, enhancing, and implementing new versions of existing Software) will be purchased, leased, or licensed by Skyworks in its own name and at its own expense. Should such purchase, lease or license restrict or prohibit Conexant's use thereof in connection with the IT Services, then to the extent that Conexant's performance is actually prevented or hindered by this restriction, Conexant shall be excused from performing such IT Services and meeting such Service Levels, and the charges for IT Services and Service Levels shall be adjusted accordingly.

4.4 FACILITIES. If IT Services are to be performed at Skyworks Locations, Skyworks will provide to Conexant, at no charge, the facilities and facilities related equipment, supplies and services that Conexant may reasonably require to perform such IT Services and that Skyworks provides to its own employees. To the extent reasonably necessary to perform the IT Services, Skyworks will provide Conexant access to the Skyworks Locations twenty-four (24) hours per day, seven (7) days per week. Skyworks will provide reasonable storage space for backup media as reasonably requested in connection with the IT Services. Skyworks will provide to Conexant reasonable advance notice of any alteration or relocation of the Skyworks Locations to allow Conexant to prepare for the relocation and, before any alteration or relocation is undertaken, the Parties will agree upon adjustments to the IT Services and Service Levels as may be reasonably required, and to a corresponding adjustment to the charges for such IT Services and Service Levels in connection with the alteration or relocation.

4.5 RISK OF LOSS. As between the Parties, risk of loss for Hardware and Software will remain with the Party at whose facility the Hardware or Software is located.

5. RESTORATION OF DATA

5.1 APPLICATIONS.

(a) CORE APPLICATIONS. If Skyworks' machine-readable files relating to Core Applications identified in Attachment C are lost, destroyed or impaired due to the negligence of Conexant (including it's personnel, consultants or third party contractors under the control of Conexant), Conexant will use reasonable best efforts to recover a prior version of the files from backup media maintained by Conexant. If, after using reasonable best efforts, Conexant is unable to restore such files from back-up media, Conexant will use reasonable best efforts to perform such

restoration as can reasonably be performed using machine-readable source data furnished by Skyworks.

(b) MAJOR APPLICATIONS. If Skyworks' machine-readable files relating to Major Applications identified in Attachment C (excluding Core Applications) are lost, destroyed or impaired due to the negligence of Conexant (including it's personnel, consultants or third party contractors under the control of Conexant), Conexant will use commercially reasonable efforts to recover a prior version of the files from back-up media maintained by Conexant. If, after using commercially reasonable efforts, Conexant is unable to restore such files from back-up media, Conexant will use commercially reasonable efforts to perform such restoration as can reasonably be performed using machine-readable source data furnished by Skyworks.

5.2 DATA. Conexant will use commercially reasonable efforts, at the sole expense of Skyworks, to recover and restore Skyworks data files on Conexant IT servers that are lost, destroyed, or impaired by the acts or omissions of Skyworks (including it's personnel, consultants or third party contractors under the control of Skyworks). If the acts or omissions of Skyworks impact files, servers or applications of Conexant or any third partie s, Conexant may attempt restoration in any manner it reasonably deems appropriate, at the sole expense of Skyworks. Conexant may use third parties to assist in such restoration efforts.

6. COORDINATION AND COMMUNICATION

6.1 ACCOUNT MANAGERS. Skyworks and Conexant will each appoint a single "Account Manager" who will serve as the primary point of contact for the other Party for matters related to this Agreement. Either Party may replace its Account Manager with an individual of comparable qualifications and experience by notifying the other Party of such new appointment. Either party may assign an alternate as needed in writing.

6.2 ESCALATION. All matters regarding the performance of IT Services under this Agreement will be brought to the attention of the Account Managers assigned to Skyworks and Conexant. It will be the responsibility of the Account Managers to promptly communicate and develop a timely resolution for such matters and only those matters handled in compliance with this procedure will be addressed and reported on pursuant to Section 6.3. If an Emergency is jointly declared by the Skyworks Account Manager and the Conexant Account Manager, the Conexant Account Manager will provide the Skyworks Account Manager with daily updates on the progress to resolve the Emergency. In the event the Account Managers are unable to resolve any matter, the dispute shall be resolved in accordance with the dispute resolution procedures set forth in Section 13.2.

6.3 REPORTS. Monthly during the Term, Conexant will furnish to Skyworks a report that shows Conexant's performance during the preceding month of the IT Services measured against the applicable Service Levels.

6.4 SERVICE PERFORMANCE REVIEWS. The Account Managers will meet formally each month and informally as needed in order to review Service Levels, address new requirements, review outstanding issues and new issues and other items as needed. Each Account Manager will submit to the other a list of agenda items no less than twenty-four (24) hours prior to the scheduled meeting. Meetings will be scheduled based on the availability of both Account Managers.

6.5 SOFTWARE LICENSE REPORTING. When either party recognizing a Software license utilization problem, such Party shall report the problem to both Account Managers immediately.

6.6 CHANGE REQUESTS. At the end of each calendar quarter, either Party may request changes to the lists of Supported Software and/or Supported Hardware by notifying the Account Manager of the other Party in writing of such change request. The receiving Party shall have ten (10) business days to accept or reject the requested change, provided that failure to respond to such change request within such ten (10) day period shall be deemed acceptance.

7. PRICING & PAYMENTS

7.1 FEES FOR BASE SERVICES. Skyworks will pay Conexant each month the Base Services Fee of $700,000 per month. The monthly Tower of Services fees are as follows: remote site support $39,000, data center operations management $210,000, IT infrastructure $205,000, applications $204,000, and programming services $42,000. The parties hereby agree that they will meet on or before February 1 of each year during the Term ("Rate Review Date") to discuss the fees and Service Levels of the Towers of Service. In the event that a particular Tower of Service is terminated pursuant to Section 12.2, the Base Services Fee charged for the terminated services between the Rate Review Date and the effective date of termination shall not be increased under this Section by more than 10% of the rate in effect on the date of receipt of notice of termination

7.2 FEES FOR ADDITIONAL SERVICES. For each month during which Conexant provides Additional Services, Skyworks will pay Conexant at the rates or fees set forth in the applicable Additional Services Order (the "Additional Services Fees").

7.3 EXPENSES. In addition to the Base Services Fee and Additional Services Fees, Skyworks will reimburse Conexant for any actual and reasonable expenses of the type identified in Attachment F attached hereto that are incurred by Conexant in connection with performance of IT Services.

7.4 TAXES. The Base Services Fee and any Additional Services Fees exclude all applicable excise, sales, use, gross receipts, value added, goods and services, property, or other tax of any federal, state, or local taxing authority ("Taxes") that may be imposed on the Base Services Fee or any Additional Services Fees, and Skyworks will be responsible for payment of all such Taxes and any related penalties and interest.

7.5 INVOICING. On or about the first day of each month, Conexant will invoice Skyworks for an amount equal to the Base Services Fee for such month, any applicable Additional Services Fees for the preceding month, any expenses reimbursable under Section 7.3 and other amounts due under this Agreement. Skyworks will pay in full the amount invoiced no later than thirty (30) days after receipt of an invoice. Skyworks will pay interest on all payments received more than thirty (30) days after the invoice date at the rate of the lesser of the Prime rate published on the first day of the then most recent month by the Wall Street Journal, plus four percent (4%), or the maximum rate permitted by law. In the event Skyworks fails to pay any invoiced amount within sixty (60) days after the date of the invoice (a "Payment Default") Conexant shall have the right to suspend the performance of IT Services.

7.6 INVOICE RECORDS. Conexant will maintain complete and accurate records of the fees billed to Skyworks in accordance with generally accepted accounting principles. Conexant will

maintain such records applicable to fees for a period of one (1) year after Skyworks is invoiced for such fees.

8. CONFIDENTIALITY

8.1 GENERAL. Notwithstanding any termination, expiration or cancellation of this Agreement, the Parties agree that they will keep in confidence and prevent the unauthorized use of, or disclosure to, any Person or Persons (other than an employee, agent, subcontractor or division of a Party hereto with a need to know solely to exercise the Parties' respective rights or obligations under this Agreement and who are bound to protect such information against any other use or disclosure) all data marked or otherwise properly identified as proprietary or confidential and exchanged between the Parties and the terms of this Agreement ("Confidential Information"). The Parties agree to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information as the Parties use to protect their own comparable confidential and proprietary information. Confidential Information shall only be used by the receiving party for the purposes of providing services under this Agreement. Any oral disclosure of Confidential Information shall be identified as proprietary or confidential at the time of disclosure and shall be reduced to writing within thirty (30) days of such disclosure, and identified as Confidential Information by an appropriate stamp or other reasonable form of identification.

8.2 EXCLUSIONS FROM NONDISCLOSURE OBLIGATIONS. The obligation of confidentiality imposed on each Party pursuant to Section 8.1 above shall not apply to any particular item of Confidential Information that the receiving Party can prove was:

(a) rightfully in the possession of the receiving Party without restrictions prior to receiving it from the disclosing Party;

(b) in the public domain prior to the date of this Agreement or subsequently came into the public domain through no act of the receiving Party;

(c) independently developed by the receiving Party, without use of the Confidential Information, by personnel, consultants or third party contractors under the control of the disclosing Party;

(d) lawfully received by the receiving Party without restrictions from a source other than the disclosing Party; or

(e) disclosed pursuant to a valid order by a court or other governmental body or otherwise necessary to comply with laws or regulations provided that such Party shall give the other Party reasonable advance notice of such proposed disclosure and shall use its commercially reasonable efforts to secure confidential treatment of any such Confidential Information. Any compelled disclosure shall be limited to the maximum disclosure required by such order or applicable law.

8.3 REMEDY. Each Party hereby acknowledges the other party's claim that any violation by such Party of the obligations described in this Section 8 will cause immediate and irreparable harm to the other Party. Accordingly, each Party shall have the right to seek preliminary and final injunctive relief without the requirement of posting a bond to enforce this Agreement in case of any

actual or threatened breach of this Section 8, in addition to any other rights and remedies in law or equity that may be available to such Party.

8.4 OWNERSHIP OF CONFIDENTIAL INFORMATION. All Confidential Information (including all copies thereof) of a Party hereto shall at all times remain the property of such Party. No rights or licenses to Intellectual Property Rights are implied or granted under this Agreement, except as expressly set forth herein.

9. ACCESS TO COMPUTER SYSTEMS BY IT PERSONNEL

9.1 SKYWORKS ACCESS. If Skyworks is given access to any Conexant Hardware, Conexant Software, networks or electronic files owned or controlled by Conexant, Skyworks shall limit such access and use solely to the extent required to receive IT Services under this Agreement and shall not access or attempt to access any Conexant Hardware, Conexant Software, networks or electronic files, other than those specifically required to receive the IT Services. Skyworks shall limit such access to those with a requirement to have such access in connection with this Agreement, shall advise Conexant in writing of the name of each such person and the duration (from date and to date) who will be granted such access, and shall comply with all Conexant security rules and procedures for use of Conexant's electronic resources that have been communicated in writing to Skyworks. All user identification numbers and passwords disclosed to Skyworks and any Conexant Confidential Information obtained by Skyworks as a result of their access to and use of any Conexant Hardware, Conexant Software, networks and electronic files owned or controlled by Conexant, shall be deemed to be, and shall be treated as, Conexant Confidential Information under applicable provisions of this Agreement. Skyworks agrees to cooperate with Conexant in the investigation of any apparent unauthorized access by Skyworks to any Conexant Hardware, Conexant Software, networks or electronic files owned or controlled by Conexant, or any apparent unauthorized release of Conexant Confidential Information by Skyworks employees. Nothing in this Agreement shall require Conexant to provide access to any of its Conexant Hardware, Conexant Software, networks or electronic files and any such access shall be at the reasonable discretion of Conexant.

9.2 CONEXANT ACCESS. If Conexant is given access to any Skyworks Hardware, Skyworks Software, networks, electronic files or clean rooms owned or controlled by Skyworks, Conexant shall limit such access and use solely to the extent required to provide IT Services under this Agreement and shall not access or attempt to access any Skyworks Hardware, Skyworks Software, networks, electronic files or clean rooms, other than those specifically required to provide the IT Services. Conexant shall limit such access to those with a requirement to have such access in connection with this Agreement, shall advise Skyworks in writing of the name of each such person and the duration (from date and to date) who will be granted such access, and shall comply with all Skyworks security rules and procedures for use of Skyworks' electronic resources that have been communicated in writing to Conexant. All user identification numbers and passwords disclosed to Conexant and any Skyworks Confidential Information obtained by Conexant as a result of their access to and use of any Skyworks Hardware, Skyworks Software, networks, electronic files and clean rooms owned or controlled by Skyworks, shall be deemed to be, and shall be treated as, Skyworks Confidential Information under applicable provision of this Agreement. Conexant agrees to cooperate with Skyworks in the investigation of any apparent unauthorized access by Conexant to any Skyworks Hardware, Skyworks Software, networks, clean-rooms or electronic files owned or controlled by Skyworks, or any apparent unauthorized release of Skyworks Confidential Information by Conexant employees. Nothing in this Agreement shall require Skyworks to provide access to any of its Skyworks Hardware, Skyworks Software, networks, electronic files or clean rooms and any

such access shall be at the reasonable discretion of Skyworks; provided, that if such access is required to perform IT Services and is denied by Skyworks, Conexant shall be relieved of its obligations to provide those IT Services that are dependent on access, without any adjustment to the Base Service Fees.

9.3 PHYSICAL ACCESS RIGHTS. Each Party shall only be provided access to the other Party's data center or data closet in accordance with this Section 9 during normal business hours, accompanied by an escort of the Party providing such access, and upon reasonable advanced notice of such access, which shall not be less than twenty-four (24) hours, or as otherwise mutually agreed between the Parties.

10. LIMITATIONS OF LIABILITY

10.1 WAIVER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

10.2 LIABILITY LIMIT. IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONEXANT OR SKYWORKS UNDER THIS AGREEMENT EXCEED $1 MILLION.

10.3 BASIS OF THE BARGAIN. EACH PARTY ACKNOWLEDGES THAT THE MUTUAL LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

10.4 DISCLAIMER. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS." CONEXANT MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT, AND CONEXANT DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

11. INDEMNIFICATION

11.1 Skyworks will, at its expense, defend, indemnify, and hold Conexant harmless from and against any and all claims, actions, demands, suits, losses, liabilities, judgments, expenses and costs (including reasonable attorneys' fees and fees of other professionals) ("Claims") (a) arising out of or related to any failure of Skyworks to obtain Required Consents, (b) alleging that Conexant's use, in accordance with this Agreement, of any Skyworks Intellectual Property Rights infringes or misappropriates a third party's Intellectual Property Rights, or (c) arising out of or relating to any personal injury (including death) or loss or damage to tangible property (other than data or information) to the extent such injury or damage is the result of negligence or wrongful misconduct of Skyworks or its employees. Conexant will use reasonable efforts to notify Skyworks promptly in writing of any Claim for which Conexant believes it is entitled to indemnification under this Section 11.1; however, Skyworks will be relieved of its indemnification obligations under this Section 11.1 only if and to the extent that the failure to receive prompt notice materially prejudices Skyworks' ability to defend the Claim. If Conexant tenders defense of any such Claim to Skyworks, Skyworks

must assume and bear the cost of the defense of the Claim. Conexant may, at its option and expense, retain its own counsel to participate in any proceeding related to a Claim.

11.2 Conexant will, at its expense, defend, indemnify, and hold Skyworks harmless from and against any and all Claims arising out of or relating to any personal injury (including death) or loss or damage to tangible property (other than data or information) to the extent such injury or damage is the result of negligence or wrongful misconduct of Conexant or its employees. Skyworks will use reasonable efforts to notify Conexant promptly in writing of any Claim for which Skyworks believes it is entitled to indemnification under this Section 11.2; however, Conexant will be relieved of its indemnification obligations under this Section 11.2 only if and to the extent that the failure to receive prompt notice materially prejudices Conexant's ability to defend the Claim. If Skyworks tenders defense of any such Claim to Conexant, Conexant must assume and bear the cost of the defense of the Claim. Skyworks may, at its option and expense, retain its own counsel to participate in any proceeding related to a Claim.

11.3 Neither Party shall have the right to settle any Claims in a manner that would reasonably be expected to materially diminish the rights or interests of the other Party without such other Party's prior written consent, which shall not be unreasonably withheld or delayed. If the Party to whom the defense is tendered fails to promptly assume the defense of such Claim, the other Party may assume the defense of such Claim at the expense of the Party to whom the defense was tendered.

12. TERM AND TERMINATION

12.1 TERM. The term of this Agreement (the "TERM") will begin on the Effective Date and will continue until terminated pursuant to this Section 12.

12.2 TERMINATION FOR CONVENIENCE. Examples of termination under this Section 12.2 are set forth in Attachment H.

(a) On or before each of the following dates: February 1 and August 1 of each year (each, a "Notice Date"), either Party may notify of the intent to terminate this Agreement with respect to any Tower of Service by providing the other Party with at least six (6) months advance written notice of termination, unless the Parties mutually agree to a shorter period of notice. The effective date of termination of any Tower of Service pursuant to the previous sentence shall be six (6) months from the applicable Notice Date, whether such notice is delivered on or before such Notice Date. In the event either Party delivers notice of termination to the other Party pursuant to this Section, the recipient of such notice shall have five (5) business days to respond to such notice, during which time, the recipient Party may elect to terminate (1) a Tower of Service described in (i), (ii) or (iii) of Section 1.26 if the other Party delivers notice of termination of a Tower of Service described in (i), (ii) or (iii) of Section 1.26, or (2) a Tower of Service described in (iv) or (v) of Section 1.26 if the other Party delivers notice of termination of a Tower of Service described in (iv) or (v) of Section 1.26.

(b) If a Party has a justifiable concern regarding the continuation of any Tower of Service, on or before the next Notice Date, such Party may provide the other Party written notice of its intent to evaluate termination of a Tower of Service on or before a date that is three (3) months following the applicable Notice Date (an "Evaluation Date"). If any such notice of evaluation is delivered in good faith, the Party delivering such notice may elect to terminate the applicable Tower of Service on or before the applicable Evaluation Date, which termination shall be effective six (6)

months following such Evaluation Date. If notice of termination is not received by the applicable Evaluation Date, the expressed concern shall be deemed alleviated.

(c) If either Party delivers notice of termination as set forth in 12.2(a) or (b), such Party shall have up to ninety days (90) days to request an extension. The Tower of Service shall then be extended for six (6) months beyond the otherwise effective date of termination. The Parties may mutually agree to adjust the applicable IT Services, Service Levels and charges relating to the affected Tower of Service to reflect reduced IT Services during such extension period.

(d) Only after delivery of notice of termination of a particular Tower of Service in accordance with this Section 12.2, Skyworks may utilize a third party for any such Tower of Service to ensure a smooth transition away from Conexant by the time such Tower of Service is terminated. In the event of termination of a Tower of Service, Conexant will use reasonable efforts to assist Skyworks in the transition of such services, including, but not limited to, data migration in a mutually agreed upon format, provided such assistance does not unreasonably interfere with ordinary business operations of Conexant.

12.3 TERMINATION FOR CAUSE. Each Party may terminate this Agreement immediately, upon written notice, (i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt by the breaching Party of written notice from the non-breaching Party describing such breach; (ii) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts, (iii) upon the other Party's making an assignment for the benefit of creditors, (iv) upon the other Party's dissolution or ceasing to conduct business in the normal course, see 13.4 assignability or (v) the other Party's failure to pay its debts as they mature in the ordinary course of business.

12.4 TERMINATION FOR PAYMENT DEFAULT. Conexant may terminate this Agreement immediately, upon written notice, (i) if the Skyworks fails to satisfy its payment obligations when due under the terms of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice from Conexant of a Payment Default, or (ii) any time after Skyworks has failed to satisfy its payment obligations when due under the terms of this Agreement on three separate occasions. The Parties agree that Conexant's right to terminate this Agreement under this Section shall not apply to amounts that are in dispute and are in the process of being resolved in accordance with Section 13.2.

12.5 SURVIVAL. Sections 1, 2.5, 2.6, 7, 8, 10, 11 and 13 shall survive termination of this Agreement for any reason.

12.6 FIRST CONSIDERATION. At the time that Skyworks discontinues utilizing Conexant, in part or in total, as its IT service provider, Skyworks will give Conexant IT employees first consideration for employment with Skyworks in lieu of reduction in force by Conexant.

12.7 EMPLOYEE TERMINATION. Within ten (10) business days of receipt of termination notification of any Tower of Service, payment of retention and severance packages, if any, will be mutually agreed to in writing by the Chief Information Officers and designated human resources officers of each Party. If agreement cannot be reached within such ten (10) day period, all Service Levels and charges relating to the terminated Tower of Servic e may be adjusted accordingly to the extent that Service Levels or charges are affected by the Parties inability to agree on retention and

severance packages. After receipt of termination notification of any Tower of Service, the Parties shall meet monthly to discuss resolution of retention and severance packages.

12.8 PASSWORDS AND DATA. Provided that termination of a Tower of Service is not the result of a breach by Skyworks, upon termination of a Tower of Service, Conexant will (i) deliver to Skyworks such passwords or other access codes associated with the terminated Tower of Service as deemed appropriate in Conexant's reasonable discretion and (ii) as soon as practicable, return all Skyworks data to Skyworks in a mutually agreed upon format. Conexant shall not be required to return data to Skyworks that is not readily separable from Conexant data without compromising Conexant data or otherwise impeding the operations of Conexant.

13. GENERAL

13.1 NOTICES. All notices, requests, claims, demands and other communications required or permitted to be given hereunder shall be in writing and shall be delivered and will be deemed given (a) when so delivered if delivered by hand, (b) when written confirmation is received if delivered by telecopier, (c) when e-mail confirmation is received if delivered by e-mail, (d) three (3) business days after mailing in the case of registered or certified mail, or (e) one (1) business day after mailing in the case of express mail or overnight courier service. All such notices, requests, claims, demands and other communications shall be addressed as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to Skyworks, to:

Skyworks Solutions, Inc.
25 Computer Drive
Haverhill, MA 01832-1236
Attention: President

With copies to (not effective for purposes of notice):

Skyworks Solutions, Inc.
4311 Jamboree Road
Newport Beach, CA 92660-3095
Attention: General Counsel

Skyworks Solutions, Inc.
4311 Jamboree Road
Newport Beach, CA 92660-3095
Attention: Chief Information Officer

or if to Conexant, to:

Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach, CA 92660-3095
Attention: Chief Executive Officer

With copies to (not effective for purposes of notice):

Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach, CA 92660-3095
Attention: General Counsel

Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach, CA 92660-3095
Attention: Chief Information Officer

13.2 CHOICE OF LAW; DISPUTE RESOLUTION.

(a) This Agreement and the rights and obligations of the Parties hereunder shall be governed by the substantive laws of the State of California applicable to contracts made and to be performed therein, without reference to principles of conflicts of laws. In the event that any dispute, claim or controversy (collectively, a "Dispute") arises out of or relates to any provision of this Agreement or the breach, performance or validity or invalidity thereof, an appropriate authorized manager of Conexant and an appropriate authorized manager of Skyworks shall attempt a good faith resolution of such Dispute within thirty (30) days after either Party notifies the other of such Dispute. If such Dispute is not resolved within thirty (30) days of such notification, such Dispute will be referred for resolution to the Skyworks President and the Conexant Chief Executive Officer. Should they be unable to resolve such Dispute within thirty (30) days following such referral to them, or within such other time as they may agree, Skyworks and Conexant shall submit such Dispute to binding arbitration, initiated and conducted in accordance with the then-existing American Arbitration Association Commercial Arbitration Rules, before a single arbitrator selected jointly by Conexant and Skyworks. If Conexant and Skyworks cannot agree upon the identity of an arbitrator within ten (10) days after the arbitration process is initiated, then the arbitration shall be conducted before three (3) arbitrators, one (1) selected by Conexant, one (1) selected by Skyworks, and the third selected by the first two. The arbitration shall be conducted in the County of Orange, California and shall be governed by the United States Arbitration Act, 9 USC Section 116, and judgment upon the award may be entered by any court having jurisdiction thereof. The arbitrator(s) shall have case management authority and shall resolve the Dispute in a final award within one hundred eighty (180) days from the commencement of the arbitration action, subject to any extension of time thereof allowed by the arbitrators upon good cause shown. There shall be no appeal from the arbitral award, except for fraud committed by an arbitrator in carrying out his or her duties under the aforesaid rules; otherwise the Parties irrevocably waive their rights to judicial review of any Dispute arising out of or related to this Agreement. Notwithstanding the foregoing, either Party may pursue immediate equitable relief in the event of a breach of Section 8 or an alleged violation or misappropriation of the Intellectual Property Rights of either Party.

(b) During any period in which the Parties are resolving a Dispute pursuant to this Section 13.2, the Parties shall continue to provide the services and support pursuant to the terms of this Agreement; provided, however, that (i) if the Parties jointly determine that any such services or support shall be suspended during the period in which the Parties are resolving a Dispute, then the deadlines and time periods in which such services and/or support are to be provided pursuant to this Agreement (as described herein) shall be extended for the same amount of time as the services and/or support were suspended, and (ii) if the Dispute pertains to the payment of fees due under the terms of this Agreement or any Additional Services Order, the Party claiming entitlement to such fees may suspend the provision of services until the other Party pays such amounts in Dispute or deposits such amounts with a neutral third party in escrow for distribution upon resolution of the Dispute.

13.3 FORCE MAJEURE. Neither Party will be liable for delays or failure to perform the Services if due to any cause or conditions beyond its reasonable control, including delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, or utility disruptions (shortage of power).

13.4 ASSIGNMENT. Neither Party shall assign or subcontract its rights and obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Notwithstanding the foregoing, each Party may assign, delegate

or sublicense all or any portion of its rights and obligations under this Agreement to (i) the surviving entity resulting from a merger or consolidation involving such Party, (ii) the acquiring entity of a sale or other disposition of all or substantially all of the assets of such Party as a whole or of any line of business or division of such Party, or (iii) any other party that is created as a result of a spin-off from, or similar reorganization transaction of, such Party or any line of business or division of such Party, including, without limitation, a subsidiary of Conexant into which the assets of Conexant's information technology organization are transferred; provided that, in no event shall either Party assign delegate or sublicense any of its rights or obligations under this Agreement to any party that is engaged in a business that is similar to or competitive with the other Party without such other Party's prior written consent, which may not be unreasonably withheld or delayed. In the event of an assignment pursuant to (ii) or (iii) above, Skyworks and Conexant shall, at the assigning Party's request, use good faith, commercially reasonable efforts to enter into separate agreements with each of the resulting entities and take such further actions as may be reasonably required to assure that the rights and obligations under this Agreement are preserved, in the aggregate, and divided equitably between such entities.

13.5 ENTIRE AGREEMENT; AMENDMENT; WAIVERS. This Agreement, together with all Attachments hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13.6 INVALIDITY. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid, illegal or unenforceable provision shall be deemed modified so as to be valid, legal and enforceable to the maximum extent allowed under applicable law.

13.7 CONSTRUCTION. The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All Section and Attachment references in this Agreement are to Sections and Attachments, respectively, of or to this Agreement unless specified otherwise. Unless expressly stated otherwise, when used in this Agreement the word "including" means "including but not limited to." The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

13.8 PARTIES OBLIGATED AND BENEFITED. This Agreement will be binding upon the Parties hereto and their respective permitted assigns and successors in interest and will inure solely to the benefit of such Parties and their respective permitted assigns and successors in interest, and no other Person.

13.9 RELATIONSHIP. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement

authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors.

13.10 NO EMPLOYEE SOLICITATION. Without the other Party's written consent, during the Term of this Agreement and for a period of twelve (12) months thereafter, each Party agrees not to hire, contract with, or solicit for hire any IT personnel previously employed by such other Party in the twelve (12) months immediately preceding such hiring, contracting, or soliciting and with whom the hiring, contracting or soliciting Party had material contact in connection with the performance of IT Services during the Term of this Agreement. Notwithstanding the foregoing, this Section does not preclude either Party from contracting with third-party vendors engaged by the other Party. Nothing in this Section shall be deemed to reduce or otherwise amend each Party's non-solicitation obligations under the Contribution and Distribution Agreement between Conexant and Washington dated December 16, 2001 or any other documents executed in connection with the Merger.

13.11 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement.

13.12 EXECUTION. This Agreement may be executed by facsimile signatures and such signature will be deemed binding for all purposes of this Agreement, without delivery of an original signature being thereafter required.

The Parties have executed this Information Technology Service Agreement as of the Effective Date.

CONEXANT SYSTEMS, INC.

By: /s/ Dennis E. O' Reilly

Name: Dennis E. O' Reilly

Title: Senior Vice President, General Counsel and Secretary

ALPHA INDUSTRIES, INC.

By: /s/ Paul E. Vincent

Name: Paul E. Vincent

Title: Vice President, Chief Financial Officer, Treasure and Secretary

ATTACHMENT A

BASE SERVICES

The Base Services consist of the services described in this Attachment A. A summary of the Service Levels described herein is set forth on Attachment I. The Service Levels may change from time to time upon mutual agreement of the Parties.

1. Application Support. Conexant will provide computer security, architecture & technology services and application support to the Skyworks Locations for the number of access accounts listed in Attachment B.1.

   a. Communication with the third-party application vendor on licenses, bug fixes, upgrades and updates, new products, and consulting services.

   b. Troubleshooting of Supported Software application issues.

   c. Changes to current configuration, if required to support business processes.

   d. Training on systems, explanation of current and future functionalities.

   e. Granting access privileges, account maintenance, new account creation, security architecture and other application infrastructure services.

   f. Attachment K represents the maximum support to be provided by each party. If and when any one of these limits are exceeded, both Account Managers will take action within one (1) month to reprioritize tasks and/or projects to bring the support requirement into compliance with Attachment K.

   g. Service Level. Each party will respond by confirming the receipt of all of the other party's questions, issues and requests within eight (8) Service Hours after receipt. Each party may require all issues to be communicated in a specific format that is reasonable, through a readily accessible specific media such as an intranet application. Each party will assign a priority to each request, and communicate an estimate of a completion date within a reasonable time. Each party shall assign priorities to support requests without regard to their source.

2. Programming Services. Conexant will provide modifications (to the extent permitted by any third party licensor) to Supported Software applications or their extensions, including reports. Programming services shall be provided by seven full-time equivalent personnel of Conexant dedicated to such support services. Such services will be provided for Skywork Locations as requested by Skyworks personnel. These services consist of First Level and Second Level Support for the following:

   a. Modifications to Supported Software applications or application extensions to fix bugs/issues, support changes in business processes, or to extend functionality.

   b. Modifications to change reporting databases or output reports, through addition of new data fields, changes to existing data fields, new formats and/or views.

c. Modifications to interfaces to reflect minor database changes, and additions or modifications to data fields.

d. Creation of new reports from existing applications or reporting databases.

e. Conexant will be responsible for all communication with third party programming contract resources acquired by Conexant to complete any of Skyworks programming requests.

f. The management, direction and selection of third-party programming resources engaged by Conexant will be the responsibility of Conexant.

g. Service Levels. Conexant will respond by confirming the receipt of all Skyworks questions, issues and requests relating to the foregoing programming services within eight (8) Service Hours after receipt. If Conexant set priorities, Conexant will assign a priority to each request, and communicate an estimate of a completion date within a reasonable time, provided, however, that Conexant shall assign priorities to both Skyworks and Conexant requests without regard to their source. Conexant may require all issues to be communicated in a specific format that is reasonable, through a readily accessible specific media such as an intranet application. Skyworks may elect to expedite the request through a funded (by Skyworks) acquisition of additional programming effort as agreed as an Additional Service.

3. Remote Site Support Services. Conexant will provide reasonable support of Supported Software and Supported Hardware located on the desktops of Supported Washington Personnel at the Washington Locations in Europe and Asia Pacific. First Level and Second Level Support will be provided.

a. Acquisition and installation of new printers, Supported Hardware PCs, and desktop Supported Software purchased by Skyworks for the Washington Business and upgrades of Supported Hardware PCs and remote-site Supported Software purchased by Skyworks are limited to an aggregate of six (6) installations, moves or upgrades per week in Asia Pacific or Europe. Support outside of Service Hours or more than an aggregate of six (6) installations, moves or upgrades per week during Service Hours will require Skyworks to cover expenses. All overtime and contract services must be approved in advance.

b. Reasonable virus removal as requested from supported networked computers, in accordance with Conexant current policies. Infected Supported Hardware PCs must be first isolated from the network and will be put back in service only after the infection is cleaned. Remote Locations will be a coordinated effort through a local vendor.

c. Reasonable troubleshooting of PC Supported Hardware and desktop Supported Software, within 2 releases of current standards.

d. Creation and management of print queues for Asia Pacific and Europe.

e. Service Levels. Conexant will respond within eight (8) Service Hours of the ticket being created. In addition, Conexant will resolve at least 50% of the problems reported within sixteen (16) Service Hours, according to the policies of the system used to track IT Operations Department related problems. In the event Remote Locations are moved or closed, the Parties shall mutually agree to adjustments in the IT Services, Service Levels and charges as appropriate to reflect the move or closure.

4. Infrastructure Services - Wire Line Telephony. Conexant will provide installation of new telephones and voicemail software purchased by Skyworks for the Washington Business, provided that no more than 600 wired telephone lines in Newport Beach shall be required to be managed simultaneously. Conexant will use commercially reasonable efforts to provide such services at all Washington Locations. Conexant will provide Second Level Support for Newbury Park and Mexicali and First and Second Level Support for all other Washington Locations. Telecommunications management will be provided for all Washington Locations.

a. Moves, adds and changes will be coordinated with local support personnel for all Washington Locations for the following telephony, voicemail, cabling and network provided services.

- Local dial-tone
- Long distance dedicated or switched access
- Toll-free service
- Seven-digit dial plan - voice private network
- Authorization codes
- Phone cards
- Voice network mgmt. - trouble tracking
- Audio - conferencing
- On-demand conferencing
- Fax messaging
- Global "voice" messaging
- Local voicemail distribution list
- System maintenance
- Call accounting
- Telco facilities
- SOHO
- Telecom lines and circuit tracking
- Telecom billing

b. Where Conexant utilizes its own personnel for moves, adds and changes to existing services during Service Hours, services are limited to three (3) moves, adds or changes per week on the Newport Beach campus. Support outside of Service Hours or more than three (3) moves, adds or changes per week during Service Hours will require Skyworks to cover expenses. Remote locations will be limited to ten (10) moves, adds or changes per week, supported remotely.

c. Cabling services and dedicated telephony circuits and phone lines will be charged on a per job or per line basis as Additional Services.

d. Service Levels. All administration related tasks (Ex: PBX and voice-mail moves, adds, and changes) will be responded to within four (4) Service Hours of the ticket being created. In addition, Conexant will address at least 50% of the problems reported within sixteen (16) Service Hours according to the policies of the system used to track IT Operations Department related problems.

e. Conexant will inform the Skyworks Account Manager on a hourly basis as to when any phone outage impacts more than ten (10) people or a complete site and Conexant will use continuous efforts to resolve any such outage.

5. Infrastructure Services - Video Telephony. Conexant will provide all video services on a request basis. The request will be reported through the proper channels. Supported Washington Personnel will log a ticket to request support for the following services.

a. El Capitan Auditorium IT support will be limited to three (3) meetings (not to exceed four (4) hours per meeting) per month. Any excess will be billed as an Additional Service.

b. The following video telephony services are supported:

(i) on-demand streaming video;

(ii) web conferencing and on-line collaboration ;

(iii) video-conferencing bridged calls;

(iv) ISDN connectivity;

(v) media (streaming) player management;

(vi) global video - systems management;

(vii) WAN - video IP;

(viii) global address book; and

(ix) company video broadcast.

c. Service Levels. All requests will be responded to within four (4) Service Hours of the ticket being created. In addition, Conexant will address at least 50% of the problems reported within sixteen (16) Service Hours according to the policies of the system used to track IT Operations Department related problems.

6. Infrastructure Services - LAN Services. Conexant will provide support of current local area networks (data networks) in place at the Washington Locations. Conexant will provide First Level Support at all Washington Locations, except Newbury Park, Ottawa and Mexicali. Second Level Support will be provided at all Washington Locations, including Newbury Park, Ottawa and Mexicali.

a. Reasonable configuration of the speed and duplex settings for existing switches in the Skyworks network for the Washington Business.

b. Reasonable monitoring of the network switches in the Washington network. Identifying & correcting misbehaving devices by first isolating them from the Skyworks production network for the Washington Business.

c. Reasonable configuration and management of the VLANs and their routing in the network for the Washington Business.

d. Reasonable support of internal DNS changes using the Conexant tool during regular Service Hours. Support outside of Service Hours will require Skyworks to cover for overtime-related expenses.

e. Reasonable support for primary & backup DHCP servers. 7x24 support will be provided for DHCP related problems in the network for Skyworks Locations.

f. Only Conexant will have both read and read/write (second level access) access to the network Hardware that is being managed.

g. Service Levels. Conexant will respond within two (2) Service Hours of the ticket being created. In addition, Conexant will address at least 50% of the problems reported within sixteen (16) Service Hours according to the policies of the system used to track IT Operations Department related problems

7. Infrastructure Services - Remote Access & Small Office Home Office ("SOHO") Services. Conexant will provide support of current remote access for all Skyworks Locations. Conexant will provide First and Second Level Support.

a. Reasonable installation, configuration, monitoring, and management of the remote access servers for the number of access accounts set forth opposite the services listed in Attachment B.1. These access servers may be shared with Conexant and other companies supported by Conexant.

b. Reasonable installation, configuration, monitoring, and management of the Authentication, Authorization, and Accounting (AAA) servers. The AAA servers will be shared with Conexant and other companies that are supported by Conexant.

c. Reasonable installation, configuration, monitoring, and management of the Ace servers for strong authentication of remote access users not to exceed 200 additional users. The Ace server will be shared with Conexant and other companies supported by Conexant. Skyworks will purchase all secure ID tokens and any necessary software licenses for new access that is needed by Skyworks personnel.

d. Reasonable installation, configuration, monitoring, and management of the VPN servers. The VPN servers will be shared with Conexant and other companies supported by Conexant.

e. Monitoring and management of the hardware and software VPN clients.

f. Mutually agreed to Skyworks upgrades, other than Conexant upgrades, will be done as Additional Services.

g. Service Levels. Conexant will respond within eight (8) Service Hours of the ticket being created. In addition, Conexant will address at least 50% of the problems reported within sixteen (16) Service Hours according to the policies of the system used to track IT Operations Department related problems.

8. Infrastructure Services - Internet Services. Conexant will provide support of Internet access for personnel at Skyworks Locations. Conexant will provide First and Second Level Support.

a. The personnel must observe Conexant's Security and firewall policy while participating in any Internet activity.

b. Only Skyworks client PCs with static IP addresses or an entire subnet will be blocked from accessing the Internet.

c. Conexant will provide Internet access. This Internet access may be shared with Conexant and other companies supported by Conexant.

d. Reasonable installation, configuration, monitoring, and management of the firewalls. These firewalls may be shared with Conexant and other companies supported by Conexant.

e. Requests for planned changes to the firewall policy need to be received one week prior to the change for design validation & verification. Urgent changes will be accommodated within eight (8) Service Hours for an additional cost, as agreed as an Additional Service.

f. Service Levels. Conexant will respond within 8 Service Hours of the ticket being created. In addition, Conexant will address at least 50% of the problems reported within sixteen (16) Service Hours according to the policies of the system used to track IT Operations Department related problems.

g. Conexant will inform the Skyworks Account Manager on a hourly basis as to when any Internet outage impacts more than ten (10) people or a complete site and Conexant will use continuous efforts to resolve the outage.

9. Infrastructure Services - WAN Services. Conexant will provide support of the wide area network infrastructure at all Skyworks Locations. The network hardware may be shared with Conexant and other companies supported by Conexant. Conexant will provide First and Second Level Support.

a. Reasonable monitoring of the WAN on a 7x24 basis.

b. Reasonable monitoring of the network routers in the network.

c. Reasonable configuration and management of the WAN circuits and their routing in the network.

d. Reasonable configuration and management of existing network Hardware that meet Conexant's hardware standards in place today.

e. Reasonable upgrades to the Hardware and Software in the network Hardware.

f. WAN upgrades, WAN downgrades, WAN adds, moves and changes must be approved by Conexant in advance.

g. WAN upgrades, WAN downgrades, WAN adds, moves and changes requested by Skyworks may be considered as Additional Services, depending on the scope.

h. Monthly reporting on utilization will be made available to the Skyworks Account Manager.

i. Only Conexant will have both read and read/write (second level access) access to the network Hardware that is being managed.

j. Dedicated leased lines & frame relay connections will be charged on a per line basis as Additional Services.

k. Service Levels. Conexant will respond within two (2) Service Hours of the ticket being created. In addition, Conexant will address at least 70% of the problems reported within eight (8) Service Hours according to the policies of the system used to track IT Operations Department related problems.

l. Conexant will inform the Skyworks Account Manager on an hourly basis as to when any WAN outage impacts more than ten (10) people or a complete site and Conexant will use continuous efforts to resolve the outage.

10. Infrastructure Services - Email Services. Conexant will provide management of the email infrastructure at the Skyworks Locations.

a. Reasonable support of email configuration until the transition from Lotus Notes is complete.

b. Reasonable support of the data migration of email files from Lotus Notes to Microsoft Exchange.

c. Validation of SMTP will be the responsibility of Skyworks.

11. Infrastructure Services; Groupware Services. Skyworks will provide First Level Support, and Conexant will provide Second Level Support.

a. Conexant will reasonably support the creation of new accounts; certification and troubleshooting of Lotus Notes Groupware for personnel at Skyworks Locations. New account creation is not to exceed 500 existing Skyworks employee accounts during the Term of this Agreement. Skyworks is responsible for the purchase of the associated account licenses.

b. Conexant will provide reasonable infrastructure support to Groupware related applications accessed by personnel at Skyworks Locations.

c. Conexant will provide reasonable web application hosting for "web based" Lotus Notes/Domino databases accessed by personnel at Skyworks Locations as of the Effective Date.

d. Conexant will provide access to Lotus Notes based "Teamrooms, discussion databases, and group mail boxes" accessed by personnel at Skyworks Locations.

e. Service Levels. Conexant will respond within eight (8) Service Hours of the ticket being created. In addition, Conexant will resolve at least 50% of the problems reported within sixteen (16) Service Hours, according to the policies of the system used to track IT Operations Department related problems.

12. Data Center Services. Conexant will provide reasonable support of all applications, hardware platforms and backup infrastructure hosted in a Conexant managed data center (except Newbury Park, Ottawa and Mexicali), including 7x24x365 service where necessary. Conexant will provide First and Second Level Support. These services consist of:

a. Supports all Supported Hardware servers under current maintenance agreements. The system instances covered include production, training and development.

b. Supports all Supported Hardware and Supported Software upgrades and patches.

c. Conexant reserves the right to refuse upgrades on shared resources.

d. Supports hardware configuration changes (e.g. disk space and printers). Configuration changes of Supported Software applications (e.g. new instances and database refreshes.

e. System management, troubleshooting, performance tuning and capacity planning of system related issues

f. Granting access privileges, account maintenance, and new account creation as reasonably requested.

g. Transport application changes to production will be based on Conexant's current established procedures.

h. Any new server installations will be treated as Additional Services.

i. Data backup conducted in a manner consistent with past practices of Conexant.

j. Service Level. Conexant will respond within eight (8) Services Hours of the ticket being created. Conexant may require all issues to be communicated in a specific format that is reasonable, through a readily accessible specific media such as an intranet application. If Conexant set priorities, Conexant will assign a priority to each request, and communicate an estimate of a completion date within a reasonable time, provided, however, that Conexant shall assign priorities to both Skyworks and Conexant requests without regard to their source.

k. Mission Critical Support: Conexant will respond to mission critical problems within 1 hour and make continuous effort to resolve the problem to the extent that it is related to the data center operation management (SAP, Adexa, DMS and PROMIS). All mission critical problems will have a "root cause' analysis completed and sent to the Account Managers once the problem has been resolved.

ATTACHMENT B

B.1 - APPLICATIONS AND
NUMBER OF SYSTEM ACCESS ACCOUNTS FOR THE WASHINGTON BUSINESS

The number of users set forth below may increase or decrease by up to ten percent (10%) without affecting the Base Services Fee. Any increase in the number of users above ten percent (10%) shall be Additional Services.

APPLICATIONS	LICENSE TYPE	ACCESS ACCOUNTS
Lotus Notes	Named	1951
SAP - Production	Named	258
PROMIS	Concurrent	1636
Sherpa DMS	Server and Concurrent	561
Viador	Server	148
iPlanet LDAP	Server	1315
Adexa	Server	8

SERVICES	ACCESS ACCOUNTS
Remote - Modem Dial-up	620
Remote - Cox Cable	51
Remote - Private DSL	53

B.2 - WASHINGTON LOCATIONS

APAC (ASIA/PACIFIC REGION)

BEIJING, CHINA
Unit 2421 South Office Tower
Beijing Kerry Centre 1
Guang Hua Road
Chao Yang District

TAEGU, KOREA
13F Sambee Bldg.,
559-0 Bumeo-1 Dong
Soosung-Gu, Taegu, Korea 706-011

SEOUL, KOREA
Rm 1508 Textile Centre Building
944-31, Daechi-3 Dong
Kangnam-Ku 135-283
Seoul Korea

HONG KONG, CHINA
Rm 2501-2513 & 2532-2540
Sun Hung Kai Centre
30 Harbour Road Wanchai
Hong Kong

SHANGHAI, CHINA
Lucky Target Square Bldg. 31st flr
Suite 3102, 500 Chengdu
North Road, Shanghai 200003
P.R.C.

TAIPEI, TAIWAN
Room 2808, International Trade Bldg.
333 Keelung Road, Section 1
Taipei, 110 Taiwan R.O.C.

TOKYO, JAPAN
Shimomoto Building
1-46-3 Hatsudai, Shibuya-ku
Tokyo, 151-0061 Japan

EUROPE

CAMBRIDGE, UK
St. Johns Innovation Centre

Cowely Road, Cambridge, Cb4
0WS UK

DENMARK
Parallelvej 10 2800
Lyngby, Copenhagen
Denmark

HELSINKI, FINLAND
Ayritie 12a
01510 Vantaa
Finland

LEMANS, FRANCE
2 Ave. Pierre Piffault, 72100
Lemans, France

MUNICH, GERMANY
Paul-Gerhardt-Allee 50 A
81245 Munchen, Germany

PARIS, FRANCE
Immeuble "Le Franklin"
34 Avenue Franklin Roosevelt - BP92
92159 Suresnes Cedex
France

NICE, FRANCE
Les Taissounieres B1
1680 Route des Dolines, BP 283
06905 Sophia Antipolis Cedex
France

READING, ENGLAND
100 Longwater Avenue Green Park
Reading Berkshire RG2 6GP
England

NORTH AMERICA

CEDAR RAPIDS, IA
4840 North River Blvd, NE
Cedar Rapids, IA 52402

HILLSBORO, OR
3000 NW Stucki Place
3000 Bldg, Suite 220
Hillsboro, OR 97124

IRVING, TX

750 W. Carpenter
Suite 300
Irving, TX 75039

NEWBURY PARK, CA (includes all buildings at the Newbury Park campus)
2427 West Hillcrest Drive
Newbury Park, CA 91320

NEWPORT BEACH, CA (includes all buildings at the Newport Beach campus)
4311 Jamboree Road
Newport Beach CA 92660

RALEIGH, NC
1121 Situs Court
Suite 330
Raleigh, NC 27606

SAN DIEGO, CA (includes all buildings at the San Diego campus)
9868 Scranton Road
San Diego, CA 92121

SAN JOSE, CA
2075 Zanker Road
San Jose, CA 95037

SANTA ROSA, CA
120 Stony Point Road, Suite 105
Santa Rosa, CA 95401

MEXICALI, MEXICO
Ave. Ignacio Lopez Rayon 1699
21050 Mexicali, BC Mexico

OTTAWA, CANADA
146 Colonnade Road
S.Nepean, Ontario, Canada
K2E 7Y1

CALEXICO, CA
AF Romero Warehouse
291 Avenida Campillo Suite E
Calexico, CA 92231

ATTACHMENT B

B.3 - ALPHA LOCATIONS

NORTH AMERICA

HAVERHILL, MA
25 Computer Drive
Haverhill, MA 01832

WOBURN, MA
20 Sylvan Road
Woburn, MA 01801

SUNNYVALE, CA
1230 Bordeaux Drive
Sunnyvale, CA 94089

MUNDELEIN, IL
112 Terrace Drive
Mundelein, IL 60060

ADAMSTOWN, MD
5520 Adamstown Road
Adamstown, Maryland 21710

FREMONT, CA
43194 Christy Street
Fremont, CA 94538

APAC (ASIA/PACIFIC REGION)

HONG KONG, CHINA
39/ F., One Pacific Place
88 Queensway, Admiralty
Hong Kong

EUROPE

MILTON KEYNES, U.K.
494 Midsummer Boulevard
Central Milton Keynes
Buckinghamshire, MK9-ZEA

MAZAN, FRANCE
430 La Venue de Mormoiron
84.380 Mazan
France

CO. CLARE IRELAND
9 Woodbrok
Cratloekeel, Co. Clare
Ireland

ATTACHMENT C

C.1 - SUPPORTED APPLICATIONS

APPLICATION NAME
MAJOR APPLICATIONS - FINANCE
SAP R/3 - FI/CO/IM*
PROMIS - Costing*
Lotus Notes/Domino - EPRS/FAA*
MAJOR APPLICATIONS - GENERAL COUNSEL
Lotus Notes/Domino - IDS/NDA*
MAJOR APPLICATIONS - PAYROLL
ProBusiness - Payroll
Kronos
MAJOR APPLICATIONS - STOCK PROCESSING
Chase Mellon
Fidelity
Exercise Excel System
Deferred Compensation System
MAJOR APPLICATIONS - HUMAN RESOURCES
SAP HR Modules*
Employ!
ESS
Employment Verification System
Travel Arrangement System
HR Datamart
MAJOR APPLICATIONS - BENEFITS PROCESSING
FSA
Sageo
MAJOR APPLICATIONS - ERP APPLICATIONS
SAP R/3*
SAP ITS (Internet Transaction System)*
MAJOR APPLICATIONS - WEB APPLICATIONS
Lotus Notes/Domino*
Web development
Custom developed Lotus Notes/Domino Workflow and Web applications*
MAJOR APPLICATIONS - WORLD WIDE SALES
SAP Sales & Distribution Module*
SAP Incentive & Commissions Planning Module*
SAP Foreign Trade Module*
Design Tracking System (DTS)
Field Sales Forecast (FSF)
POS
E-Biz (Order Status, Shipment Status, Account Status, Incentive Report and Order Entry)

- ---
MAJOR APPLICATIONS - WORLD WIDE QUALITY
- ---
SAP - Quality Management Module*
QSI ISO Tracking System
RMA Tracking System
e-RMA System
- ---
MAJOR APPLICATIONS - SUPPLY CHAIN MANAGEMENT
- ---
Adexa Supply Chain Planning*
SAP Sales and Distribution Module*
SAP Materials Management Module*
Supply Demand Data Mart
Excess Inventory System
Merlin forecasting system (Mimi) (or replacement)
- ---
MAJOR APPLICATIONS - OPERATIONS
- ---
PROMIS WIP Tracking*
DMS - Product Data Management System*
Lotus Notes Databases
Extricity (or replacement)
RS1
Ops Web Pages
OEE Database
DDR Reporting
- ---
MAJOR APPLICATIONS - INFRASTRUCTURE
- ---
Data Warehouse
Tibco Middleware
Accounts Security Database
Oblix Single Sign-On Environment/LDAP Directories
BMQ
Multinet
Oracle
Replic Action
Viador
Informatica
- ---
*Indicates that the application is a Core Application for purposes of Section 5.1(a) of the Agreement.

ATTACHMENT C

SUPPORTED SOFTWARE
C.2 - DESKTOP

SITE LICENSED SOFTWARE

Netscape
Netswitcher
McAfee
WinZip
Adobe Acrobat Reader
Ghost

NON-SITE LICENSED SOFTWARE

Lotus Notes R5
Windows 95 and subsequent versions of Windows
MS Office Suites
MS Access
MS Project
MS SMS
Reflections Suite for X
Exceed
AutoCAD, Auto CAD Lite
Visio
Kea Term
Adobe Acrobat Write

ATTACHMENT C

SUPPORTED SOFTWARE
C.3 - APPLICATIONS NOT SUPPORTED

This list should not be considered comprehensive. The exclusion of these applications from Supported Software does not affect Conexant's obligations to backup data pursuant to Section 12.i. of Attachment A.

MAJOR APPLICATIONS - FINANCE
Hyperion
MAJOR APPLICATIONS - GENERAL COUNSEL
CPI Intellectual Property Management System
Case Track - Legal Matter Management System
MAJOR APPLICATIONS - HUMAN RESOURCES
Kadiri
MAJOR APPLICATIONS - BENEFITS PROCESSING
ProBusiness - Benesphere
MAJOR APPLICATIONS - OPERATIONS
RTD Dispatching
Data Power

ATTACHMENT D

SUPPORTED HARDWARE
D.1 - INFRASTRUCTURE

This list includes all infrastructure standards currently used by Conexant irrespective of its use by Skyworks.

SERVICE	STANDARD
DATA NETWORKS	
LAN-DHCP	CISCO NETWORK REGISTRAR
LAN-DNS	CISCO NETWORK REGISTRAR & OSI BIND
LAN-AUDIT	CISCO NETSONAR
LAN-LAYER3 SWITCHING	CISCO CAT 6500 MSFC
LAN-GB BACKBONE	CISCO CAT 6500
WAN-FRAME RELAY	SPRINT
WAN-PRIVATE LINE (DS3,T1, F/T1)	SPRINT
WAN-ISDN BACK UP	SPRINT/PAC BELL
WAN-SWITCHING	CISCO 8420 IGX
WAN-DSL/CABLE	LOCAL PROVIDERS
WAN-OUT-OF-BAND MGMT	ANALOG LINES (PACBELL/LOCAL PROVIDERS)
WAN-NTP SERVICES	CONEXAT STRATUM 2 NTP SERVER, CISCO ROUTER RELAY
WAN-VOIP	CISCO
RAS-SERVERS	CISCO AS5300 CISCO 3640
RAS-AAA SERVICES	CISCO SECURE SERVER (AUTHENTICATION, AUTHORIZATION, AND ACCOUNTING SERVICES)
RAS-STRONG AUTHENTICATION	SECURED TOKENS
RAS-SERVICE PROVIDERS	SPRINT TOLL FREE NUMBER & INTERNATIONAL EQUANT
INTERNET-ISP	MULTI-HOMING SPRINT (DS3-45MB) COX(10MB) AT&T(4MB)
INTERNET-ROUTING	BGP
INTERNET-ASN	ASN 2646 OWN INTERNET IP
INTERNET-CACHING	CISCO CACHE ENGINES
INTERNET-SECURITY	PIX FIREWALLS
INTERNET-VPN	NETSCREEN & NORTEL CONTIVITY
INTERNET-DNS	OSI BIND/UNIX
INTERNET-IDS	CISCO NETRANGERS
INTERNET-URL MANAGEMENT	WEBSENSE/SUPERSCOUT
INTERNET-WEB TRAFFIC LOAD BALANCING	LOCAL DIRECTOR
SOHO-ISP	COX COMMUNICATION & COVAD DSL & LOCAL DSL PROVIDERS
SOHO-MANAGEMENT	OUTSOURCE TO AXCELERANT
NETMGMT-TRENDING	CONCORD

SERVICE	STANDARD
NETMGMT-MONITORING	HP OPENVIEW, CUSTOM SCRIPTS
NETMGMT-LOGGING	UNIX LOG SERVER
NETMGMT-CONFIGURATION	UNIX TFTP SERVER
NETMGMT-ALERTING	ATTENTION
NETMGMT-TROUBLE TRACKING	REMEDY
NETMGMT-TRACING	DISTRIBUTED SNIFFER (LAN, WAN, ATM, GB, RMON)
VOICE NETWORK	
LOCAL DIAL-TONE	XO COMMS, SBC, QWEST, VARIOUS LOCAL EXCHANGES
LONG DISTANCE DEDICATED OR SWITCHED ACCESS	SPRINT
TOLL-FREE SERVICE	SPRINT
SEVEN-DIGIT DIAL PLAN -VOICE PRIVATE NETWORK	SPRINT
AUTHORIZATION CODES	SPRINT
PHONECARDS	SPRINT
VOICE NETWORK MGMT. - TROUBLE TRACKING	REMEDY
AUDIO -CONFERENCING BRIDGED CALLS	CONFERENCE AMERICA
ON-DEMAND CONFERENCING	CONFERENCE AMERICA
LAN - VOIP	AVAYA 4624 PHONES
WAN - VOIP	AVAYA DEFINITY IP600'S
FAX MESSAGING	RIGHTFAX, AVAYA INTUITY AUDIX
GLOBAL "VOICE" MESSAGING	AVAYA INTERCHANGE HUB
GLOBAL DISTRIBUTION LIST (VOICEMAIL)	AVAYA INTERCHANGE HUB
VOICEMAIL VIA WEBMESSAGING	AVAYA WEBMESSAGING PROTOCOL
MOVES, ADDS, AND CHANGES	AVAYA DEFINITY NETWORK ADMINISTRATION, IMPACT -MAC-EZ
SYSTEM MAINTENANCE	AVAYA, INTEGRATED TECHNOLOGIES
CALL ACCOUNTING	TELEMATE
TELCO FACILITIES	DS1'S, PRI'S, 1MB'S, TIE LINES BRI'S, CO/DID TRUNKS,
SOHO 1MB LINES, ISDN BRI LINES TELECOM LINES AND CIRCUIT	TRACKING LOTUS NOTES DATABASE
CELL PHONES	VERIZON WIRELESS
PAGERS	SKYTEL
TELECOM BILLING	PROFITLINE

SERVICE	STANDARD
VIDEO NETWORK	
ON - DEMAND STEAMING VIDEO	REAL NETWORKS WEB - CONFERENCING AND ON-LINE COLLABORATION
WEB-EX	
VIDEO - CONFERENCING BRIDGED CALLS	GLOBAL CROSSING
ISDN CONNECTIVITY	LOCAL EXCHANGE, SPRINT
CONTENT DEVELOPMENT	AVID, REAL NETWORKS
MEDIA PLAYER MGMT.	REAL NETWORKS / PLAYER
GLOBAL VIDEO - SYSTEMS MGMT	POLYCOM GMS SOLUTION
WAN - VIDEO IP	POLYCOM VIEWTSATION
GLOBAL ADDRESS BOOK	POLYCOM GMS
COMPANY VIDEO BROADCAST	WEBEX, REAL NETWORKS
E-MAIL SERVICES	
E-MAIL	IBM/LOTUS
GROUPWARE APPLICATION SUPPORT	IBM/LOTUS
WEB APPLICATION HOSTING	IBM/LOTUS
INSTANT MESSAGING	IBM/LOTUS
TEAMROOMS, DISCUSSIONS & GROUP MAILBOXES	IBM/LOTUS

ATTACHMENT D

SUPPORTED HARDWARE
D.2 - DATA CENTER

This list is supported hardware that is located in the Newport Beach data center and may not be used exclusively for/by Skyworks and will be owned by Conexant.

SERVER	MANUFACTURER	HARDWARE MODEL	OPERATING SYSTEM	APPLICATION
corona	HP	HP9000 735 / 125	HPUX	DMS
laguna	HP	HP9000 K410	HPUX	DMS
malibu	HP	HP9000 H60	HPUX	DMS
mozart	SUN	E4500	Solaris	
newport	HP	HP9000 K410	HPUX	DMS
sunset	SUN	Ultra 60	Solaris	
venice	SUN	Sparc 10	Solaris	
EUROPA	Compaq	GS 140	VMS	PROMIS
NBNSOPS1	Compaq	Proliant 5000	Windows NT	
NBOPS2	Compaq	Proliant DL380	Windows NT	
TRITON	Compaq	GS 140	VMS	PROMIS
COZI	Compaq	2100	VMS	PROMIS
EXCEL	Compaq	GS 140	VMS	PROMIS
chewbaca	SUN	E3000	Solaris	RTD
hershel	SUN	E3500	Solaris	RTD
pollux	Compaq	8200	Tru64	
pine	SUN	E450	Solaris	RTD
NBCBSAPPS1	Compaq	Proliant 1850R	Windows NT	Viador
NBCBSAPPS2	Compaq	Proliant 1850R	Windows NT	Viador
NBCBSAPPS3	Compaq	Proliant 1850R	Windows NT	Viador
ravel	SUN	E250	Solaris	
stellar	HP	HP9000 E45	HPUX	
azuma	Compaq	DS10L	Tru64	
NBNSDEPT1	Compaq	Proliant 5000	Windows NT	
NBNSDEPT2	Compaq	Proliant DL380	Windows NT	
NBNSDEPT3	Compaq	Proliant 5000	Windows NT	
NBNSDEPT4	Compaq	Proliant 5000	Windows NT	
NBMCAFEE	Compaq	Proliant 1850R	Windows 2000	
NBMCAFEE2	Compaq	Proliant 1850R	Windows 2000	
NBNSDNS01	Compaq	Proliant 1600R	Windows NT	
NBNSDNS02	Compaq	Proliant 1600R	Windows NT	
NBNSHOME1	Compaq	Proliant 2500	Windows NT	
NBNSHOME2	Compaq	Proliant 2500	Windows NT	
NBNSPDC	Compaq	Proliant 1600R	Windows NT	
NBNSPRNT1	Compaq	Proliant DL380	Windows 2000	
NBNSWSDC2	Compaq	Professional WS 6000	Windows NT	
NBVERITAS1	Compaq	Proliant ML530	Windows NT	
REMEDY1	Compaq	Proliant 1850R	Windows NT	
NBNSSQL1	Compaq	Proliant 1850R	Windows NT	
NBSQL2	Compaq	Proliant DL380	Windows NT	

SERVER	MANUFACTURER	HARDWARE MODEL	OPERATING SYSTEM	APPLICATION
NBSQL3	Compaq	Proliant 6400R	Windows 2000	
NBSQL4	Compaq	Proliant 6400R	Windows 2000	
NBNSDATA2	Compaq	Proliant 4500	Windows NT	
NBTERMSRV3 (former Appsrv1)	Compaq	Storage System	Windows NT	
NBCISCO1	Compaq	Proliant 4500	Windows 2000	
NBGNSDHCP2	Compaq	Proliant 2500	Windows 2000	
SENSOR03	Compaq	Proliant 5000	Windows NT	
gateway	HP9000	G50	HPUX	
regis18	Compaq	DS20	Tru64	SAP
regis30	Compaq	8200	Tru64	SAP
regis4	Compaq	DS20	Tru64	SAP
regis5	Compaq	8200	Tru64	SAP
regis6	Compaq	ES40	Tru64	SAP
regis81	Compaq	DS20E	Tru64	SAP
regis82	Compaq	DS20E	Tru64	SAP
regis83	Compaq	DS20E	Tru64	SAP
regis88	Compaq	8200	Tru64	SAP
NBKRONOS1	Compaq	Proliant DL380	Windows NT	Kronos
NBKRONOS2	Compaq	Proliant DL380	Windows NT	Kronos
NBKRONOS3			Windows NT	Kronos
juniper	SUN	E3500	Solaris	Kronos
BREEZE	Compaq	Proliant 5000		
DRAGONFLY	Compaq	WS AP200	Windows NT	Lotus Notes
NBLIBRARY2	Compaq	Proliant 1850R	Windows NT	Lotus Notes
NBLNADM1	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNAPPS1	Compaq	Proliant 1850R	Windows NT	Lotus Notes
NBLNAPPS2	Compaq	Proliant 6500	Windows NT	Lotus Notes
NBLNAPPS3	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNAPPS4	Compaq	Proliant 2500	Windows NT	Lotus Notes
NBLNAPPS5	Compaq	Proliant 3000	Windows NT	Lotus Notes
NBLNBKUP1	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNDEVL1	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNEXT1	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNFAX1	Compaq	Proliant 3000	Windows NT	Lotus Notes
NBLNHUB1	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNHUB2	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNHUB3	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNISO1	Compaq	Proliant 1850R	Windows NT	Lotus Notes
NBLNISO1B	Compaq	Proliant DL380	Windows NT	Lotus Notes
NBLNMAIL1A	Compaq	Proliant 6400R	Windows NT	Lotus Notes
NBLNMAIL1B	Compaq	Proliant 6500	Windows NT	Lotus Notes
NBLNMAIL1C	Compaq	Proliant DL580	Windows NT	Lotus Notes
NBLNMAIL2	Compaq	Proliant 5000	Windows 2000	Lotus Notes
NBLNMAIL3	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNMAIL4	Compaq	Proliant 6400R	Windows NT	Lotus Notes
NBLNMAIL5	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBLNMAIL6	Compaq	Proliant 1850R	Windows NT	Lotus Notes
NBLNMON1	Compaq	Proliant 2500	Windows NT	Lotus Notes

SERVER	MANUFACTURER	HARDWARE MODEL	OPERATING SYSTEM	APPLICATION
NBLNSMTP1	Compaq	Proliant DL380	Windows NT	Lotus Notes
NBLNSMTP2	Compaq	Proliant DL380	Windows NT	Lotus Notes
NBLNTRNG	Compaq	PC Clone	Windows NT	Lotus Notes
NPBDOM1	Compaq	Proliant 5000	Windows NT	Lotus Notes
NPBSMTP1	Compaq	Proliant 5000	Windows NT	Lotus Notes
SAMETIME	Compaq	Proliant DL380	Windows 2000	Lotus Notes
SAMETIME2	Compaq	Proliant 5000	Windows NT	Lotus Notes
NBNSD815	Compaq	Proliant 5500	Windows NT	
ATHENA	Compaq	Proliant 6400R		
NBNSTRAIN1	Compaq	Proliant 6500	Windows NT	
NBCOMP	Compaq	Proliant DL380	Windows NT	
NBNSRESUMIX	Compaq	Proliant 3000	Windows NT	
NBTAX1	Compaq	Proliant 1600R	Windows NT	
CNXTDDS	Compaq	Deskpro PC	Windows NT	
HORBIA	Compaq	Deskpro PC	Windows NT	
NBEXODUS	Compaq	Proliant 1850R	Windows NT	
NBMETROLOGY	Compaq	Proliant DL380	Windows NT	

ATTACHMENT E

BUSINESS PROCEDURES/PROCESSES

1. ADDITIONAL SERVICES GENERALLY.

a. Additional Services may be requested by either Party to cover changes to the Base Services, requested Projects, or other Additional Services as well as changes to the current planning parameters and assumptions, or the operating business environment. The Parties agree to use commercially reasonable efforts to agree upon and provide the requested Additional Services.

b. If the Parties agree that Conexant will provide Additional Services, then they will document their agreement in an Additional Services order ("Additional Services Order") signed by both Parties. Each Additional Services Order will include (a) the effective date and term, (b) obligations of Conexant and a description of the Additional Services, (c) obligations of Skyworks, including facilities and additional hardware and software to be provided, (d) fees and/or rates for the Additional Service, and (e) any other agreed upon terms. When the Account Managers of each Party have executed an Additional Services Order, it will become effective and will become subject to the terms and conditions of this Agreement. In the event of any conflict, ambiguity, or inconsistency between the terms of the Additional Services Order and the terms of this Agreement, the terms of the Additional Services Order will control, but only with respect to such Additional Services Order.

2. PROJECT SERVICES. If the Account Managers mutually agree that an Additional Service will be performed as a discrete Project, the following terms apply:

a. The Project objectives and scope must be documented and accepted by Skyworks and Conexant in an Additional Services Order before commencement of the Project. The Additional Services Order shall also include a detailed list of deliverables for the Project, a detailed Project schedule and a Project budget.

b. The Project will have a Project Manager or Co-Project Manager from Conexant and a customer contact from Skyworks. These positions must be established, and accepted, prior to the commencement of the Project.

c. Conexant will follow its current project methodology (trinITy) for conducting its Projects. This methodology will be clearly stated and documented, and will be accepted by Skyworks and Conexant, prior to the commencement of the Project.

d. In order to enable Conexant to successfully complete the Project, Skyworks may be required to complete certain tasks and/or provide Conexant with cooperation and assistance, as may be reasonable under the scope of the Project. Skyworks acknowledges that its failure to perform its obligations under the scope of the Project could result in delays on the part of Conexant in completing the Project on schedule and under budget. Accordingly, Conexant shall be excused from performing its obligations to the extent Conexant's performance is prevented or hindered by Skyworks' nonperformance, and Skyworks agrees that Conexant shall be entitled to

extension of time to complete the affected services and, if applicable, an adjustment of the applicable fee.

e. Conexant and Skyworks will hold periodic management reviews to track the progress of the Project. The duration and frequency of these reviews will be established prior to the commencement of each Project.

f. Conexant will invoice Skyworks according to the payment terms established in Section 7 of the Agreement

g. The Parties shall set forth and allocate responsibility for all other expenses that are reasonably likely to be incurred in connection with any Additional Services, including Taxes, in the Additional Service Order.

3. ADJUSTMENTS TO BASE SERVICES. If any Additional Services affect the scope of the Base Services, the Account Managers shall mutually agree to revise the Base Services as they deem appropriate to reflect such change. If the Base Services are revised, the Account Managers may also mutually agree to corresponding adjustments of the Service Levels and charges to reflect such revisions, subject to the approval of each Party's Chief Information Officer.

ATTACHMENT F

REIMBURSABLE EXPENSES

The following expenses, including any related Taxes, duties or customs, if incurred by Conexant for Supported Washington Personnel in connection with providing the IT Services, will be reimbursed by Skyworks. Conexant will not incur any new costs with respect to the following items except upon Skyworks' approval, except that the Parties agree that if any service charges detailed in (#3 - #7) below are incurred from devices or Skyworks personnel previously approved by WCD management will not require additional approvals. Any access service charges and other expenses incurred prior to the Merger and which have been incurred in the ordinary course of business with respect to the IT Services shall be deemed to have been approved.

1. Cost of desktop, laptop computers (PCs), printers and peripherals.

2. Cost of Software.

3. Cost of cell phones and monthly service cost from third parties.

4. Cost of pagers and monthly service cost from third parties.

5. Access charges for remote access/SOHO and monthly service cost from third parties.

6. Access and airtime for audio and video conferences.

7. Cost of long distance phone services.

8. Travel and travel related expenses when travel is incurred at Skywork's request, as long as the travel is within Conexant's then current travel policies.

9. Shipping and handling related expenses in the event such expenses exceed $100 with respect to any shipment.

10. Minor purchases of tools, equipment or services by Conexant as long as such tools, equipment or services are reasonably required to perform the IT Services.

ATTACHMENT G

CONEXANT POLICIES

CONEXANT INFORMATION TECHNOLOGY SECURITY POLICY

RESPONSIBILITY

Conexant Information Technology organization (IT) has the ultimate responsibility for the development and implementation of the Conexant Information Technology Architecture. IT is responsible for providing leadership and coordination for IT Architecture development and related initiatives.

ACCOUNTABILITY

IT is responsible for ensuring that adequate controls are established and observed for all information resources of their respective businesses. Conexant shall appoint an Information Security Officer who shall act under the direction of the functional IT executive and the corporate Chief Information Security Officer to coordinate and oversee security issues at the business. Each business shall review its system and information security on at least an annual basis to determine the adequacy of the location's internal controls and compliance with this policy.

Additional baseline controls may be established as needed at individual businesses through local attachments to the Conexant Information Security Baseline. Local attachments to this baseline may not detract from original baseline content, but may expand upon specific areas of concern. All information: security baselines, including local business attachments, must be approved by the Computer Security Committee. An effective segregation of responsibility shall be implemented to ensure that no individual has conflicting duties that would jeopardize their ability to protect computing resources. CONEXANT SHALL TAKE ADEQUATE MEASURES TO ENSURE AWARENESS AND COMPLIANCE TO THIS POLICY AND ITS SUPPORTING BASELINES BY EMPLOYEES AT EVERY LEVEL OF THE ORGANIZATION. VIOLATIONS OF THIS POLICY CAN RESULT IN DISCIPLINARY ACTION BY THE COMPANY UP TO AND INCLUDING EMPLOYEE TERMINATION.

DEFINITIONS

PURPOSE

The purpose of this section is to define specific terms and concepts as they relate to this Conexant Corporate Computer Security Policy.

LOCATIONS AFFECTED

All locations of the Corporation, including subsidiaries.

ACQUISITION OF PROTECTED COMPUTER SOFTWARE - The obtaining of a copy and a limited right to use protected computer software from a supplier or another party under a purchase, lease, license, gift, bailment, or proprietary agreement. The right to use may be for internal use by the Corporation, incorporation in products sold to a customer, or delivery to a customer.

AUTHENTICATION TOKEN DEVICE - Portable device that employs one-time password technology to authenticate a user. Authentication tokens operate by time-based code sequences (synchronous), challenge-response (asynchronous) or other techniques. Authentication token devices are assigned to authorized users and are used as one of two factors in strong authentication. When used in conjunction with a Personal Identification Number or password, authentication token devices provide strong authentication.

AUTHORIZING AGREEMENT - A written agreement which contains conditions governing the copying, disclosure, and use of protected computer software. The authorizing agreement may either be expressly negotiated with an owner or authorized licensor of protected computer software or a form agreement that accompanies packaged software.

BUSINESS CRITICAL COMPUTING RESOURCES - Those Conexant computing resources that are vital to the ongoing operation of Conexant business, and maintaining its competitive position within the industry. Those computing resources required to run business critical systems.

BUSINESS CRITICAL SYSTEMS - Those systems that are vital to the ongoing operation of Conexant business, and maintaining its competitive position within the industry.

CHANGE CONTROL - A process whereby all organizations directly affected by a proposed change to systems or software, collectively collaborate and assess the readiness of the change and the timing of its implementation.

COMPANY PROPRIETARY INFORMATION - Information applicable to the business, personnel, financial and legal affairs, including intellectual property of the Corporation which is generated by, or on behalf of, the Corporation and which is, by reason of its sensitivity, to have limited dissemination. As well as information applicable to research, development, and production technology which is generated by, or on behalf of, the Corporation and which is useful to the Corporation and would adversely affect the Corporation's interest if not properly protected. It may or may not be in documentary form and includes computer software programs, program descriptions and supporting materials and databases.

COMPUTER PROGRAM - A set of instructions capable, when incorporated in a machine-readable form, of causing a machine having information-processing capabilities to indicate, perform or achieve a particular function, task or result.

COMPUTER SECURITY COMMITTEE

CONEXANT COMPUTING RESOURCES - Computer hardware, software, networks, and other assets related to any of the following: computer-based information technology, computer installations, and related communications systems.

CONFIGURATION CONTROL - The process which documents how related hardware, system, or software components are changed.

DATA SECURITY The protection of data against loss, modification, or unauthorized disclosure during its input, storage, transmission, or processing by an information technology- based system,

DERIVATIVE SOFTWARE - A change, modification, or enhancement to protected computer software.

DYNAMIC PASSWORD - A one-time password mechanism where the password is automatically changed by the system. It is generally used in conjunction with authentication token devices that generate random passwords than can be matched by the host verification system.

EXECUTIVE COUNCIL (EC): Team consisting of the CEO and the company's senior vice presidents (and or other members) as approved by the Board of Directors.

EXTERNAL ROUTER - A router that filters network traffic to the perimeter networks from the Internet or other untrusted network. Also referred to as a screening router.

EXTRANET - Dedicated network connections between Conexant and non Conexant locations or Conexant partners. The Conexant network may, with due diligence, be extended into non- Conexant facilities, but may not be connected to that facilities network unless firewalls are utilized.

FIREWALL - An integrated configuration of filtering, encrypting and logging devices, and/or secure application gateways, and proxies that are positioned between networks.

GATEWAY - A dedicated server that interconnects two different services or applications (e.g., a gateway for internal and external e-mail service connections).

GUEST USER ACCOUNT - A LogonID and password which is not issued to a person, but rather established for casual or convenient access to a systems. Establishing such accounts shall be prohibited.

INFORMATION SECURITY ADMINISTRATION OF SENSITIVE TASKS - The administration of those tasks which oversee access of external, un-trusted systems or networks to internal, trusted Conexant systems or networks. This would include but not be limited to the principal information security officer of a business, firewall administrators, hosts systems security administrators, router administrators, authentication server administrators, and so forth.

INFORMATION TECHNOLOGY ARCHITECTURE - A "blueprint" for the deployment of IT Resources that establishes standards and guidelines and defines the minimum criteria and infrastructure required for interoperability between locations on the Conexant network.

INFORMATION TECHNOLOGY RESOURCE - Refers to any resource that contributes to the provision of digital electronic and telecommunication services to Company locations. This includes all Company-owned or leased computer hardware, including workstations and personal computers, software, networks, and other assets related to any of the following: computer-based information technology, computer installations, and related communications systems. For the purpose of this policy, Information Technology Resource also refers to the staff and intellectual property associated with the support and operation of these systems.

LOGON-ID: Unique user identification for log on.

NON-CONEXANT USERS - People (i.e., contractors, business partners, and suppliers) who are not employees of Conexant, yet are authorized to use Conexant computing resources.

ONE-TIME PASSWORD - A password that can be used only one time with an associated LogonID. One-time passwords are changed immediately after they have been used to gain access to the system.

PERIMETER NETWORKS -Subnets that are established on Conexant networks that use internal screening routers and firewalls are configured to permit traffic between networks.

PHYSICAL SECURITY - The protection of hardware, facilities, and utilities used in data processing operations against damage, destruction, or misuse. It also encompasses the protection of information in hard copy form against loss or unauthorized disclosure during its production, distribution, and use.

PRODUCTIONS DATA FILES - All data files used by Production Programs.

PRODUCTION PROGRAMS - All software programs, including operating systems, utilities and application programs which are either (I) executed on a routine basis, or (ii) provide information to comply with contract requirements, manage corporate assets, or support business or operational decision making.

PROGRAM DESCRIPTION - A complete procedural representation in verbal, schematic, or other form, in sufficient detail to define a set of instructions making up a computer program.

PROTECTED COMPUTER SOFTWARE - The materials, whether in human or machine-readable forms, referred to in the definitions of Computer Program, Program Description, and Supporting Material, which are identified to be the proprietary or copyrighted information of a party other than the Corporation.

SECURED FAX MACHINES - Those fax machines, which encrypt the faxes that are sent through them.

SENSITIVE INFORMATION - Information existing in any electronic form (i.e., stored file, email message, data transmission, fax, etc.) that Conexant would not want to be made generally available to the public due to propriety, confidentially or competitive reasons.

SOHO - Small Office/Home Office (high-speed connection, i.e. DSL; cable modem).

STATIC PASSWORD - A password that can be used repeatedly with an associated LogonID. Static passwords generally expire after pre-established timeframes (e.g., 30, 60, 90 days).

STRONG AUTHENTICATION - Generally referred to as a two-factor verification process used to positively authenticate the identity of a user attempting to gain access to a system. The first factor is something you possess (i.e., authentication token, finger print, retinal vascular pattern, encryption keys) and the second factor is something only you would know (i.e., Personal Identification Number (PIN) or password). These two factors used together constitute strong authentication.

TRUSTED NETWORK - is a network that is owned or controlled by Conexant that is protected from non-authorized entry or use by non-Conexant personnel. Sometimes referred to as an internal network'.

UNAUTHORIZED ACCESS - Use of a company computing resource by people who have not been given legal access by Conexant management or administrators in accordance with established security procedures, baselines, and policies.

UNSECURED FAX MACHINES - Those fax machines, which do not encrypt the faxes that are sent through them.

UN-TRUSTED NETWORK - is any network that is not administered or overseen by Conexant personnel. This would include the Internet, Conexant's supplier networks, customers' networks, and Conexant's partners' networks. Even a Conexant private network is deemed "un-trusted" if unauthorized access is allowed through dialup, IPX, DECNET, AppleTalk, etc. on any nonisolated segment of the divisional network. Obviously, not all un-trusted networks are equally dangerous. The Internet is the least trusted of all networks, and requires the most stringent security precautions.

VIRTUAL PRIVATE NETWORK (VPN) - required when a Conexant office or employee is utilizing the Internet to communicate with the Conexant Intranet. A VPN will encrypt the data as it traverses the Internet to provide security. Authentication is required when using client VPN's for SOHO and Remote Access. IP Security Protocol (IPSEC) is the preferred solution for deploying client VPN's and the required solution when deploying LAN to LAN VPN's.

ACQUISITION, DISSEMINATION, AND USE OF COMPUTER SOFTWARE OWNED BY ANOTHER

PURPOSE

The Corporation respects the copyright and proprietary information rights of others in protected computer software. To protect the Corporation from claims of infringement based upon those rights, the acquisition by the Corporation of rights in protected computer software and the copying, disclosure, or use of protected computer software by the Corporation will be in accordance with this Policy.

GENERAL

1. The EC shall be responsible for authorizing the acquisition of protected computer software and shall be responsible for ensuring that it is acquired, safeguarded, and used in accordance with the applicable software agreement.

2. Protected computer software acquired pursuant to, or accompanied by, an authorizing agreement may only be copied, disclosed, or used as permitted by the authorizing agreement.

3. Protected computer software marked only with a copyright notice and not acquired pursuant to, or accompanied by, an authorizing agreement may only be copied for backup purposes, but the acquired copy may be used for any Corporation business purpose which does not involve making other than the backup copy.

4. Protected computer software marked with both proprietary and copyright markings or only proprietary markings may only be copied, disclosed, or used as permitted by the authorizing agreement and must have the written approval of the material owner before being allowed on Company computing resources.

5. Copying of protected computer software in, or its use as an integral part of, the products sold by the Corporation, or delivery of copies to a customer or another party must be expressly licensed by the authorizing agreement. Procedures required in this regard by the authorizing agreement must be followed.

6. A legend identifying protected computer software as proprietary to, or copyrighted by, another shall not be changed, removed or obliterated except with the prior written advice of the cognizant Patent Counsel.

7. An authorized copy, or portion thereof, of protected computer software shall be reproduced with the proprietary or copyright notice displayed in the same manner as the original or as otherwise required by the authorizing agreement.

8. Removal in any manner from Corporation premises of protected computer software may only be with the approval of the EC.

9. The generation of derivative software is not permitted unless authorized pursuant to the authorizing agreement. Where so authorized and unless otherwise provided by the authorizing agreement, that portion of the derivative software, which is unmodified, shall continue to be treated as protected computer software. The derivative software shall be treated as Corporation sensitive information under section Safeguarding Company Sensitive Information, or as otherwise required by the authorizing agreement.

10. The supervisor of a terminating or transferring employee having access to protected computer software shall require the employee to promptly turn over to the supervisor any protected computer software and copies thereof that he or she has in his or her possession or control and certify in writing that it has been done.

11. Computer software which is generated within, or on behalf of, the Corporation, or to which all rights have been acquired by the Corporation, may be subject to the requirements of section Safeguarding Company Sensitive Information.

- - GENERAL

Protection adequate to ensure confidentiality, integrity and availability of information contained in information technology-based systems will be provided through management focus and action. Access will be restricted to those individuals having appropriate authorization.

The following fundamental controls will be established:

- There will be no unrestricted access to production programs and production data files.

- There will be access controls to ensure against unauthorized use of production programs.

- There will be physical procedural controls to ensure against unauthorized access to computing facilities.

Physical and data security is the responsibility of the senior line executive of each operating location, who will designate one or more individuals as Information Systems Security Officers (ISSOs) to assume the responsibility for implementing and monitoring compliance with Corporate and location information security procedures and guidelines.

The Vice President & General Manager - Conexant Information Systems will:

- Provide Corporate - wide management direction and integration of information of information security as the focal point for planning, organizing, coordinating, directing and controlling this function for the benefit of all using organizations.

- Review the development of major information technology-based systems undertaken by the Corporation to assure adherence to appropriate systems security considerations.

- Operate a company wide program for maintaining information security.

- Coordinate with company user organizations in the development of detailed procedures and guidelines for the achievement and maintenance of information security.

TO BE REVIEWED BY HR/LEGAL DEPTS

SAFEGUARDING COMPANY SENSITIVE INFORMATION

PURPOSE

Company Sensitive Information is a valuable asset of the Corporation and will be protected and used only to promote Corporation interests. The courts have generally provided protection for Company Sensitive Information, such as formulas, patterns, devices, or compilations of scientific, technical or commercial information (including computer programs and databases), provided the owner has taken reasonable precautions to maintain it as confidential and such information gives the owner a competitive advantage over others who do not know it.

GENERAL

The identification, availability and dissemination of Company Sensitive Information shall be governed by the following principles:

a. Proprietary Information shall be prominently marked with the legend "Conexant Proprietary Information." Company Official Information shall be prominently marked with the legend "Company Official (Not to be disclosed to unauthorized persons)." Exceptions to these requirements are specified in paragraph c., below.

b. The employee who originates Company Sensitive Information and the employee's supervisor are responsible for ensuring that such information is properly marked upon its origination and is safeguarded in accordance with this Policy.

c. Company Sensitive Information otherwise requiring markings in accordance with this Policy need not be so marked when the EC (or a direct report to whom such authority has been expressly delegated) determines that it is not practicable or necessary to mark it, that it is for internal use only, and that all the following precautions are in effect and are reasonable to protect unmarked Company Sensitive Information:

    1. Access thereto is restricted to a limited number of employees having a "need to know" in order to carry out their duties;

    2. Those employees allowed access thereto are made aware of its sensitive nature; and

    3. Procedures have been established to prevent the release thereof outside the Corporation unless it is appropriately marked before release.

d. The release, either written or oral, of Company Sensitive Information to persons, firms or organizations outside the Corporation is authorized only:

    1. If it is appropriately marked and a confidentiality agreement has been entered into between the recipient and the Corporation;

    2. If required by a final order, no longer subject of stay or appeal, of a court of law of competent jurisdiction.

    3. If furnished to the United States Government as material exempt from disclosure under the Freedom of Information Act.

    4. Upon approval of the EC (or a direct report to whom such authority has been expressly delegated).

e. Company Sensitive Information shall always be kept from "open view" by unauthorized persons and shall be handled, transmitted and stored in a manner consistent with its importance.

f. Employees having access to Company Sensitive Information who are terminating or transferring shall be interviewed as to their responsibilities with respect to Company Sensitive Information. Interview guidelines or procedures shall be established in business units, with the advice and assistance of the Office of the General Counsel. The terminating or transferring employee shall be alerted to the legal consequences of (i) using or disclosing Company Sensitive Information for any purpose not expressly authorized by the Company, with the advice and assistance of the Office of the General Counsel, and (ii) retaining or using any correspondence, notes, depictions, models, data, experimental results or any other manifestation of Company Sensitive Information.

g. The supervisor of a terminating or transferring employee having access to Company Sensitive Information shall require the employee to deliver promptly to the supervisor all materials, including documents and software which may contain Company Sensitive Information, and to acknowledge in writing that all such materials so required to be delivered have been delivered.

UNAUTHORIZED RELEASE

Any employee having knowledge of any unauthorized disclosure or removal of Company Sensitive Information will promptly inform his or her immediate supervisor and the Office of the General Counsel.

USE AND MONITORING OF COMPUTING RESOURCES

PURPOSE

This policy provides guidance to employees on the proper use of the Company's Computing Resources, including use of the Internet and electronic mail. It is not intended to cover every imaginable situation that could arise concerning the use of such resources. When in doubt as to the proper use of Computing Resources, employees should ask their managers or, if appropriate, Human Resources.

CONTENTS:

POLICY

Computing Resources will continue to play an important part in the Company's ongoing success. While this policy directs Company managers to use their discretion in making responsible decisions concerning appropriate use of the resources they manage, it is grounded in the fundamental trust that all employees behave responsibly and use good judgment when using these resources. Although the Company intends that these resources be used for business purposes, occasional personal use may occur without adversely affecting the Company's interests.

Employees are expected to exercise good judgment in using Computing Resources. Managers are responsible for the Computing Resources assigned to their respective organizations and are empowered to resolve issues concerning their proper use under the guidance of local information technology personnel. Use of Computing Resources for non-Company purposes is appropriate only when consistent with this Policy. Any personal use of Computing Resources must not result in significant added costs, disruption of business processes, or any other disadvantage to the Company.

Employees can unknowingly compromise the security and integrity of Company information and Computing Resources through the improper use of such resources. Employees are accountable for their use of Computing Resources and must ensure that they are familiar with and abide by relevant security restrictions and information technology policies of the Company.

A. PERSONAL USE

Computing Resources are provided for the conduct of Company business. However, personal use by employees, including use of the Internet and electronic mail, may occur within the following guidelines:

- It is of reasonable duration and frequency;
- It does not interfere with Company business, an employee's or co-worker's performance or assigned duties, or the performance of the employee's organization;
- It does not cause the Company to incur additional costs;
- It is not related to any illegal activity or the conduct of an outside business;
- It would not cause embarrassment to the Company.

Issues concerning appropriate personal use of Computing Resources within a particular business or work group are to be resolved by the management of that organization in conjunction with Human Resources

B. SECURITY

All employees are responsible for ensuring that:

- Computing Resources remain on Company property, unless use in another location has been authorized by local management;

- Measures are taken to protect Company sensitive and/or proprietary information resident on Computing Resources from unauthorized access, use or removal.

- Personal use of Computing Resources, including the downloading of software or other use of the Internet, does not compromise the security or integrity of Company information or software.

C. INTERNET

1. Transmitting Data

The Internet is a public network; users cannot expect that data transmitted over the Internet will be kept private. Company sensitive and/or proprietary information must not be transmitted over the Internet unless it is first encrypted. Employees should keep in mind that all messages transmitted over the Internet from Computing Resources bear a Company address and may be attributed to the Company.

2. Downloading Software

Use of software obtained from the Internet or other on-line sources may expose the Company to significant legal liability, unless the user takes measures to ensure that the vendor has good title, and pertinent licensing provisions permit the user's intended use. Downloading of such software may also compromise the security and integrity of Computing Resources. For these reasons, employees may download or use software derived from the Internet or other on-line sources only in accordance with guidelines established by management and approved by Information Technology. If there is any question as to the propriety of such downloading or use, employees should seek prior approval of management. In no event, may such software be incorporated, either directly or in derivative form, in a product of or provision of service by the Company, unless the Company has first entered into a written license agreement with the software vendor pursuant to Corporate Policy.

D. ELECTRONIC MAIL

E-mail messages are stored on the sender's and recipient's local hard drives and/or mail servers and may be recorded on back-up tapes by the Company. In order to reduce the unnecessary proliferation of e-mail, employees should limit their dissemination of e-mail to those persons who have a need to know and should delete e-mail messages as soon as practicable after receipt.

Local information systems personnel shall ensure that back-up tapes made by the Company of e-mail system repositories on Company networks are retained for no more than seven days.

E. MONITORING

The Company reserves the right to monitor any use of Computing Resources, whether business or personal, and to inspect, copy or delete any message or file transmitted, received or stored

on Computing Resources, at any time with or without notice to users. Computer Security shall coordinate and approve all such monitoring requests.

F. OWNERSHIP OF DATA

All data, which is generated by means of Computing Resources for business purposes, is the property of the Company and may be used by the Company without limitation. Data may not be copyrighted, patented, leased or sold by individuals or otherwise used for personal gain.

INFORMATION AND COMMUNICATIONS SECURITY

PURPOSE

The purpose of this policy is to ensure that the Corporation's computing resources and associated information are adequately protected by establishing mandatory internal controls.

CONTENTS

POLICY

It is the policy of the Corporation that adequate protection be provided to ensure confidentiality, integrity, and availability of the company's computing resources and related information.

A. SCOPE

Controls specified in this policy are applicable to all computing resources owned or operated in behalf of all locations and subsidiaries of Conexant to process, store, and/or transmit information, wherein:

- There is a risk that Company assets could be misappropriated;
- There is a risk that privacy legislation could be violated;
- The loss of such a system or related data could impair the ongoing operations of the company.

All persons employed by the company are required to adhere to the principles set forth in this section. Company computing resources shall be implemented so as to safeguard Company Sensitive and/or proprietary Information.

B. PHYSICAL SECURITY

In order to limit accidental or intentional damage to company computing resources and information, physical access to computing resources shall be controlled and environmental precautions provided. In the least, password protected screen savers will be utilized in the period of no more than ten (10) minutes. System components; such as file servers, gateways, bridges, system consoles, concentrators, wiring cabinets, etc. shall be located in secured areas. Uninterruptible power sources and surge suppressers shall be provided for critical systems to provide for their protection and for the protection of the information they contain. Use of diagnostic probe equipment (software and hardware) such as protocol analyzers and sniffers is restricted to authorized personnel only.

C. INFORMATION SECURITY

User identification and authentication access controls are required by each person using company resources to ensure that only authorized persons can use appropriate company computer resources. Access shall be controlled by unique log-on ID's to identify users to the system, and user authentication mechanisms (minimum of a password), which verify that users are who they say they are. Management of authentication and password strength shall be adequate to protect information resources of the systems being accessed. All system installations and subsequent changes to multi-user or critical (non-personal) computing systems or files may be performed only by authorized personnel. Changes to such equipment, data, and software shall be processed through established change control procedures.

Computing resources accessible from non-company locations shall provide for logs and audit trails to detect and report unauthorized access attempts. Such logs and reports shall be preserved for an appropriate time period (minimum of fourteen (14) days) during which they shall be protected from unauthorized access. Logs of systems that are particularly critical or sensitive (such as firewall systems) shall be reviewed on a regular basis.

Portable computers used outside of company facilities shall be equipped with access protection mechanism in the form of bios password to prevent access to the system's data or software by unauthorized persons in the event that it is lost or stolen.

Conexant shall take adequate measures to protect against the introduction and use of harmful or malicious software on there computing resources.
All implementations of encryption within the company shall utilize encryption key recovery schemes to ensure company access to data resident on the system in the event that the holders of the encryption keys become unavailable.

D. NETWORK SECURITY

All company locations shall take adequate measures to prevent unauthorized network and dial-in access to company computing resources. Internal, trusted company network resources shall be segregated and protected from intrusion from external, untrusted networks. Access of internal, trusted computing resources from non-company, untrusted computing resources must be strongly authenticated. No system information shall be provided before users authenticate (e.g., supply a password). While logging into a company network, users shall receive a warning notice that the system is available only to authorized users and that the company reserves the right to monitor activities of all users who log on.

E.DISASTER RECOVERY, BUSINESS RESUMPTION AND PROBLEM ESCALATION

All company locations shall establish a disaster recovery and business resumption plan for their computing resources and they shall test those plans on a regular basis. The plans shall provide for the timely recovery of business-critical data generated on company computing resources. The plan shall provide for equipping the business with alternate or backup critical computing resources in the event that existing equipment becomes unavailable or unusable. Each business shall establish problem escalation plans to be executed in the event of security incidents. Serious incidents which compromise company sensitive information or the security of internal trusted networks should be reported to the business unit Corporate Chief Security Information Director.

CONEXANT INFORMATION SECURITY BASELINE
TABLE OF CONTENTS

For comments and information contact Milena Hlavaty (VPN 483-6209).

PURPOSE

The purpose of this security baseline is to establish specific guidance to protect Conexant's networks, computers, workstations, file servers, and the information stored on them from unauthorized access, malicious action or inadvertent disclosures. This baseline establishes the fundamental mandatory controls and procedural considerations that are necessary to achieve compliance with Computer Security IT policy.

SCOPE

This Information Security Baseline addresses all configurations of one or more networked microcomputers and/or workstations. It includes the utilization of remote and local desktop, laptop, or notebook computers, host computers, communication servers, remote network switches, file application servers, routers, network communication lines, remote access devices, interconnected local area networks (LANs) or wide area networks (WANs) which are used to transmit, store or process information that is sensitive or critical to Conexant. At the same time, this baseline is not intended to be an exhaustive list of Information security imperatives and recommendations, but rather a minimum requirement.

In those instances when exceptions to this baseline arise, they shall be documented and approved in a deviation process to be reviewed annually by the Corporate Chief Security

Information Director. Records of the exceptions/deviations from this baseline shall be stored appropriately during the period of the deviation for one year.

The security measures documented in this baseline shall be applied in a manner that is consistent with the level of sensitivity of the information to Conexant. The degree to which internal controls are established will vary according to management's assessment of Conexant's potential exposure to theft, destruction, alteration, or misuse of Conexant computing resources. In that regard, the directives specified in this baseline are in the form of:

1. "shall" statements - which are "control" requirements that must be adhered to by every Conexant location.

AUTHORIZATIONS, AGREEMENTS AND CONTRACTS

To best assure that the key hardware, software and service elements that make up Conexant's information security infrastructure are compatible with the guidelines identified in this baseline, contractual provisions need to be included in the selection and acquisition of these elements. Likewise, all services provided by contract laborers shall be governed by contract language that specifies the appropriate use of Conexant's computing resources and the consequences of misuse.

1. Contractual provisions and compliance procedures with vendors shall be established regarding the security aspects of their products and services as applicable.

2. Service agreements shall include ownership, confidentiality, and nondisclosure statements.

3. Formal contractual provisions with contractors shall be established to ensure compliance with enterprise security policies and standards.

4. All information technology users shall be required to read and acknowledge the information security policies and responsibilities.

5. The appropriate hiring organization shall be responsible for enforcing the above statements.

AUDITS, REVIEWS AND RISK ASSESSMENTS

In order for security measures to be effective, periodic reviews need to be performed to: a) identify deficiencies of any implemented security measures, b) identify discrepancies between documented directives and implemented security measures, c) assess potential risks of exposure to the business and the corporation, and d) develop corrective actions.

1. Conexant shall perform annual (minimum period) self-assessments of information security practices and mechanisms employing qualitative and quantitative measurements.

2. Conexant shall develop a plan of corrective actions to address discrepancies and deficiencies discovered by security reviews and audits.

3. Reports of security discrepancies, deficiencies and corrective actions shall be submitted to Conexant's CIO and the Corporate Chief Security Information Director.

4. Conexant shall retain records of all IT audit reports and associated documentation for a period of five years.

SECURITY ADMINISTRATION

In order for information security measures to be applied effectively across Conexant, each organization with system administration responsibilities shall establish accountability for the administration of appropriate security mechanisms. They shall also establish communication channels the Corporate Chief Security Information Director

1. Information Security efforts for each Conexant location shall be overseen and coordinated by the business unit's primary information security officer, who will act under the direction of the business's IT Executive and the corporate Chief Information Security Officer.

2. A problem escalation procedure shall be established and maintained that addresses attacks on Conexant's business critical computing resources (e.g. network attacks or intrusions, virus infestations, malicious behavior and natural disaster).

3. In the event encryption keys get lost or become otherwise unavailable, businesses shall establish "Key" recovery procedures to aid in the recovery of encrypted sensitive or critical Conexant data.

PHYSICAL SECURITY

In order to limit accidental or intentional damage resulting from unauthorized use or access, or prevent damage resulting from a natural disaster - physical access to critical computing resources will be controlled, and effective environmental precautions established.

1. Critical computing resources, such as file servers, remote access hardware, gateways, bridges, routers, switches, and their consoles, etc. shall be secured using physical security devices, and/or placement in controlled access areas.

2. Critical networked systems shall be documented to include the inventory and logical location of network components, the LAN operating system including version, release, and maintenance levels.

3. All wiring cabinets shall be physically secured to prevent access by unauthorized individuals.

4. Guidelines for the use and control of backup media shall be developed for those occasions when that media is outside company facilities or the company's direct control.

5. Removable media containing sensitive or critical information shall be secured when not in use (e.g., using locked containers or cabinets).

6. Surge suppressers or voltage regulators and uninterruptible power sources shall be used to protect business critical computing resources (hardware components) against power fluctuations and against the loss of data due to power interruptions.

7. Shutdown and recovery procedures shall be established for business critical computing resources.

8. Business critical computing resources shall be located in facilities equipped with heat/smoke/water detection and fire protection/suppression mechanisms.

9. Business critical computing resources shall be adequately protected from moisture, falling debris and toppling over, in those areas susceptible to natural disturbances such as earthquakes, tornadoes, hurricanes, floods and blizzards.

NETWORK/COMMUNICATIONS SECURITY

1. The use of system attack, probing, or sniffing tools such as (but not limited to) port scanning software, network sniffers, password sniffers, etc. is prohibited except where authorized individuals are allowed by the Corporate Chief Security Information Director to use them in the performance of their job responsibilities.

2. Access to critical network components shall be limited to specifically designated personnel in accordance with their job responsibilities.

3. Logon to Conexant systems and networks from non-Conexant computing locations shall be required to use strong authentication.

4. Administration of network devices via remote access shall require strong authentication where feasible or modem enforcing log on ID and password.

5. Warning banners with proprietary and monitoring notices shall be displayed at login time for a reasonable amount of time of no less than eight seconds or until acknowledged by the user.

6. Firewalls, segmentation, and routing controls shall be used to protect against connections to untrusted networks.

7. A system of formal approval and record keeping shall be used for the assignment of communication lines for modems and fax machines.

8. Authorized communication servers and/or modem pools shall be used to enable remote user dial-in connections. In bound dial in on modem connections are not allowed on individual user PC or workstations.

9. Sensitive information shall be encrypted prior to transmission over external or untrusted networks.

10. Network operating systems that support business critical systems shall be kept current (vendor supported) to the extent that it is operationally feasible.

11. E-mail delivered to systems within Conexant's trusted networks may not be automatically forwarded across untrusted networks or to systems residing on untrusted networks.

12. Unauthorized connection of an operating system to the network that allows admin/root privileges to the network shall be denied access.

USER IDENTIFICATION AND AUTHENTICATION

System access controls are required in order to ensure that only authorized individuals use the system resources necessary to perform their job duties. Access is controlled by a secure LogonID.

1. Unique user identifications (LogonIDs) shall be established for each individual user and for automated processes (such as a time-scheduled job or daemon acting on behalf of users) that utilize Conexant computing resources.

2. The shared use of LogonIDs to systems and applications is prohibited except in cases which are specifically approved by the principal business information security officer.

3. Users of Conexant computing resources shall be registered and assigned a unique LogonID and an obscure, temporary password that is a minimum of six characters. Network and/or Operating System security mechanisms shall be implemented which require users of new LogonIDs to change their password when logging on to Conexant computing resources for the first time where technically feasible.

4. Each user's identity shall be authenticated by the system in a manner consistent with the protection requirements set forth in this baseline. For remote access, this means that users shall use strong authentication. For Local access, users may use static passwords.

5. Static passwords, when used, are for local authentication and shall be a minimum of 6 characters in length

6. Guest user accounts shall not be permitted.

7. Password files shall be protected with appropriate access controls and stored only in encrypted format.

8. A network session shall be terminated and a new network session will be initiated after a specified number of unsuccessful logon attempts (not to exceed 10). After a maximum of 10 unsuccessful logon attempts within a 60 minute period, the system shall force an automatic session termination, whereby the LogonID will be suspended. A log file of unsuccessful logon attempts will be maintained and reviewed daily.

9. Information regarding limits and actions taken on unsuccessful log-on attempts shall not be provided to users attempting to log on to Conexant computing resources.

10. An authentication token device shall only be assigned to and used by a single user. Authentication token devices shall not be shared.

11. The assignment of authentication token devices shall be recorded and maintained in a secure inventory system.

12. All users of authentication token devices shall return the devices upon a) termination of employment, or b) reassignment to functions not requiring token usage.

13. All LogonIDs of personnel who leave the employ of the company shall be disabled within 48 hours of termination.

14. Default system passwords, supplied by the vendors, shall be changed immediately after system installation. Default system user accounts, supplied by the vendors, shall be eliminated or disabled.

15. The use of LogonIDs by non-Conexant users shall be re-affirmed upon contract expiration.

16. LogonIDs shall be removed from all systems after 180 days of non-use.

17. Passwords shall not be echoed during the login process.

18. Passwords shall not be written down.

19. Access privileges for system and security administrators shall be reviewed at least annually to ensure the access is required and necessary.

COMPUTER AND NETWORK SYSTEM SECURITY

1. The Information Security organization shall have oversight authority for how security and passwords are managed in privileged (admin/root) accounts on multi-user computing resources.

2. All installations and subsequent changes to critical or multi-user systems or network devices shall be performed only by authorized individuals.

3. Access and procedural controls shall be implemented to limit the use of network/computer utility software and diagnostic tools to trained support personnel, in accordance with their job responsibilities.

4. Change control procedures shall be established and implemented which govern all changes to Network and system configurations.

5. A warning banner shall be displayed prior to network login. The wording of the banner shall comply with the wording recommended by Corporate Legal Counsel, as follows: "This computer system is the property of Conexant. Unauthorized access and improper use is prohibited. Any activity on the system is subject to monitoring by the Company at any time. Anyone who uses the system consents to such monitoring and agrees that the Company may use the results of such monitoring without limitation."

6. Personal computers or desktops with modems shall not be connected to phone lines for inbound calls.

7. Sensitive information shall not be sent over unsecured fax machines. Communication servers or modem pools shall be used in lieu of individual workstation dial-up access ports.

8. Dial-up access telephone numbers, authorization codes, LogonIDs, passwords, shall be protected from unauthorized disclosure.

9. Systems that are not physically secured and that are left logged in unattended in excess of ten minutes require workstation lockdown utilities or screen savers that incorporate passwords. Lock down utilities and secure screen savers shall be approved by local information security officers.

10. The Information Security organization shall directly oversee all systems that reside on the perimeter networks.

ENGINEERING LABS

1. Labs with connections to untrusted networks or dial inbound remote access capability shall be protected by a firewall.

SECURITY AUDIT LOGS AND MONITORING

1. Multi-user systems shall be equipped with security audit log features.

2. All significant security-relevant events, such as unsuccessful access attempts, shall be recorded on security audit logs.

3. Audit trails, obtained from a security audit log records, shall identify source/location of unauthorized attempts, LogonID, date/time of event, and target system or requested service where feasible.

4. Security audit log file information (especially violation reports) shall be reviewed on a daily basis.

5. Security audit log records shall be retained for at least 7 days.

6. Monitoring of systems, networks or applications may be performed only by personnel that have been duly authorized by the company.

PROTECTION FROM MALICIOUS SOFTWARE

1. Virus-checking software shall be installed on all desktop and notebook PCs, as well as all file servers, network drives, and email servers where technically feasible. The anti-virus files used by virus-checking software shall be updated frequently.

2. Conexant shall establish well defined and publicized mechanisms for distributing, installing and maintaining virus-checking software across all the locations.

3. System administrators, vendors, service technicians, and users shall use virus-checking software to scan all software media and files prior to loading them onto Conexant computing resources where technically feasible.

4. Original application and operating system software media shall be write-protected (whenever possible) and stored in a secure manner.

5. Emergency response procedures, including setting up an emergency response team, shall be established for dealing with malicious software incidents.

SYSTEMS DEVELOPMENT AND ACQUISITION

1. Software libraries shall be established for storing and securing all files associated with a business unit's application, systems and utility software.

2. Separate software libraries shall be established in support of the business unit's development, test and production environments.

3. Access controls, including activity logging, shall be established for the business unit's development, test and production software libraries, to ensure that only authorized personnel have access to the libraries and that they only have access to those components necessary to perform their job assignments.

4. Procedures shall be established to ensure that software changes are made in accordance with business requirements, and are satisfactorily tested prior to promoting them into production from development/test.

5. Procedures shall be established to ensure that all business system software configurations (how the technical components fit together) are adequately documented, and that software versions as well as source-code to executable-code continuity can be verified.

6. Change control procedures shall be established and implemented which govern all hardware, software and services changes to ensure they are properly authorized and documented, and that appropriate security controls are not compromised.

7. Security controls and mechanisms which are utilized by all applications and systems software shall be documented and maintained.

OPERATIONS

1. Procedures shall be established to control the disposition of printed output that contains sensitive information.

2. Printed output containing sensitive information shall be marked with appropriate classification and proprietary notices.

3. Conexant data shall be backed up on a regular basis, depending upon the criticality of the data, the frequency of change, the utilization of raid and disk mirroring techniques and the probability of data loss or damage.

4. Critical system configuration and data files (those required to recover the operating system) shall be backed up - at least weekly. The frequency of backups will be affected by the frequency of systems changes and the availability of systems installation software on high-speed storage media (i.e., CDs or hard disks).

5. At least two generations of backup files for all critical business systems data shall be maintained at a secure storage location that is significantly removed from the data's primary location.

6. Email backup files, stored both on and off site, shall be retained for no more than 7 days.

7. Sensitive data stored on workstation or file server hard drive(s) shall be erased or purged using complete erasure techniques prior to the transfer of ownership of the workstation or server, scrapping, or off-site maintenance.

DISASTER RECOVERY AND BUSINESS CONTINUITY

1. Conexant shall develop disaster recovery and business continuation plans in accordance with corporate guidelines.

2. Disaster recovery and business continuation plans shall be documented and submitted to the EC.

3. Conexant shall test disaster recovery and business continuation plans on an annual basis.

MERGERS AND ACQUISITIONS:

- - Compliance with Conexant's IT Security Policy and IT Security Baseline shall be completed within a reasonable amount of time, not to exceed 90 days from the finalization of the acquisition. Acquired domain names shall remain active for the purposes of receiving email and web site access for a period not to exceed one year from the finalization of the acquisition.

CONNECTIONS FROM/TO UNTRUSTED NETWORKS BASELINE

TABLE OF CONTENTS

For comments and information contact Milena Hlavaty (VPN 483-6209).

1.0 INTRODUCTION

The Internet is a global untrusted network that uses a common protocol, which connects devices and users around the world. The Internet is a public place and unprotected communications are not private, nor can their integrity and confidentiality be guaranteed. Conexant shall take all requisite steps to safeguard their trusted networks and adhere to the rules and guidelines set forth in this baseline.

2.0 PURPOSE

The purpose of this baseline is to reduce to acceptable levels the risk entailed in connecting a trusted Conexant network to the Internet or other untrusted networks. This baseline sets the standards for securing connections between Conexant's internal trusted TCP/IP networks and external, untrusted networks, such as the Internet. This baseline prescribes specific security measures and requirements for network and system administration, and the configuration, operation and service use restrictions between untrusted networks and Conexant's trusted networks. All persons are responsible and accountable for complying with the network security safeguards established herein.

3.0 SCOPE

The standards and guidelines set forth in this document apply to all connections that are made to the Internet or any other untrusted network from any Conexant location.

4.0 RELEVANT POLICIES, BASELINES, AND REFERENCES

Information and Communications Security
Conexant Information Security Baseline
Safeguarding Company Sensitive Information
Acquisition, Dissemination, and Use of Computer Software Owned by Another
Use and Monitoring of Computing Resources

5.0 ACCOUNTABILITIES

The safety and security of Conexant connection to untrusted networks is the responsibility of Conexant's CIO. Corporate Chief Security Information Director has oversight responsibilities for all information security activities at the business, including connections to untrusted networks. Network security violations of the safeguards described within this baseline must be brought to the immediate attention of the Corporate Chief Security Information Director. Requests for firewall changes must be reviewed and approved by corporate firewall administration to ensure compliance to this baseline. Probing, scanning, and other activities that may be considered hostile or event generating shall be performed only with the concurrence of corporate network security administration
Breaches of Conexant network defenses from untrusted networks must be brought to the immediate attention of the Corporate Chief Security Information Director and the CIO. Unauthorized intrusions into Conexant's trusted networks shall be reviewed by the security incident review board who will inform the CIO.

6.0 FIREWALL ARCHITECTURE

All Conexant connections to untrusted networks shall be secured with a firewall. Conexant firewalls shall be secured by utilizing industry best practices. Strict change control, implementation of strong authentication for remote administration, regular internal audits, adequate physical security, implementation testing, regular backups, and security incident response procedures are illustrative of industry best practices for firewall administration. To the extent feasible, firewall administrators shall maintain the most current version of firewall devices/software in order to take advantage of product and security enhancements. Internal, trusted subnets may only contain devices that utilize IP addresses assigned by the Global Support Group in IT. Conexant corporate shall act as the coordination point for documenting the RFC private addresses in use across the company.

6.1 FILTERING ROUTERS

An important component of the firewall is the filtering router placed between untrusted networks and the perimeter network. This router shields the perimeter network against dangerous or unwanted untrusted network traffic (see Figure 1 below). Such routers will be referred to hereafter in this document as 'external routers'. External routers shall be configured to only permit administrative telnet access from a specific, limited number of administrative hosts. Remote access by administrators to external routers shall require strong authentication. In those cases where external routers employ fixed or static password technology, that password file must be encrypted.

6.2 PERIMETER NETWORKS

Perimeter networks logically reside between the company's external routers and firewalls. They are to be used to host computing resources that must directly interface with public (untrusted, non-Conexant) systems. Computing resources resident on perimeter networks must be "security hardened" by removal of all non-essential programs and services and by conscientious application of security patches and fixes on a regular basis. Access to trusted Conexant networks from a perimeter network may only be permitted via a firewall. There shall be a perimeter network at virtually every interface between Conexant's trusted networks and an untrusted network.

7.0 PROTOCOL CONTROLS

Conexant businesses shall implement the controls presented in this section into their firewalls. Applicable gateway and external router controls for each protocol are presented. All services in the direction of from less secured networks to more secured networks which are not specifically permitted in the controls set forth below shall be denied at company firewalls. Documentation of a specific protocol in section 7 below (whether specifically denied or allowed) signifies that it has undergone scrutiny and has been dispositioned as stated.

All traffic from the internal interface of the firewall shall be allowed to pass through the external router.

7.1 BGP

Guidelines:

From Internet to perimeter network:	Allow through external router
From perimeter network to Internet:	Allow through external router
From perimeter network to Internal:	Secure at firewall
From internal to perimeter network:	Secure at firewall

7.2 DNS

Protocol: UDP - TCP
Server Port: 53
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Allow through external router Secure at firewall
From perimeter network to Internet:	Allow from external DNS servers
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

Implementation guidelines:

Zone transfers request will be permitted from known hosts. It is secured at the DNS servers. Conexant networks shall employ an external and internal DNS implementation. All Conexant entities with an Internet connection shall establish an external DNS on their perimeter network, and only those hosts and devices on Conexant's perimeter networks shall be visible outside the Conexant domain. The public shall not be directly given address information for Conexant's internal, trusted network resources. Internal DNS's shall be maintained that contain all of the hosts and devices on Conexant's internal trusted networks and information on how to access the external DNS.

7.3 FINGER

Protocol: TCP
Server Port: 79
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Block at external router
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.4 FTP COMMAND

Protocol: TCP
Server Port: 21
Client Port: >= 1023

Guidelines:

From Internet to perimeter network:	Allow at external router Secure at firewall
From perimeter network to Internet:	Allow at external router and firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.5 FTP DATA

Protocol: TCP
Server Port: 20
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Secure at firewall
From perimeter network to Internet:	Allow through firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.6 HTTP

Protocol: TCP
Server Port: 80
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Allow at external router Secure at firewall
From perimeter network to Internet:	Allow at external router and firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.7 ICMP

Protocol: ICMP

Guidelines:

Allow the following types through external router:	0 - Echo-reply 8 - Echo-request 11 - Time-xceeded 12 - Parameter-problem Secure at firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Secure at firewall

7.8 LP

Protocol: TCP
Server Port: 515

Guidelines:

From Internet to perimeter network:	Allow at external router Secure at firewall
From perimeter network to Internet:	Allow at external router and firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.9 MICROSOFT SQL

Protocol: Tcp
Server Port: 1612
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Allow at external router and firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.10 MICROSOFT NETMEETING

Protocol: TCP and UDP
Ports: 389, 522, 1503, 1720,
1731, and various dynamic

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Block at external router
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.11 NFS

Protocol: TCP
Server Port: 2049

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Block at external router
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.12 NNTP

Protocol: TCP
Server Port: 119

Guidelines:

From Internet to perimeter network:	Allow through external router Secure at firewall
From perimeter network to Internet:	Allow through external router and firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall
Implementation guideline:	The nntp server must be placed on the perimeter network and adequately security 'hardened'. Internal newsgroups should utilize Lotus Notes servers.

7.13 NTP

Protocol: UDP
Client Port: 123

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Block at external router
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Secure at firewall
Implementation guideline:	Network time shall be obtained from internal, trusted

ntp servers.

7.14 OPEN WINDOWS

Protocol: TCP
Server Port: 2000 - 2FFF

Guidelines:
Same as X11

7.15 REAL AUDIO

Guidelines:

From Internet to perimeter network:	Allow through external router Secure at firewall
From perimeter network to Internet:	Allow through external router and firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall
Implementation guidelines:	Allow port 7070 only

7.16 REXEC

Protocol: TCP
Server Port: 512

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Allow at external router Secure at firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.17 RLOGIN

Protocol: TCP
Server Port: 513

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Allow at external router Secure at firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.18 RSH

Protocol: TCP
Server Port: 514

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Allow at external router Secure at firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.19 SMTP

Protocol: TCP
Server Port: 25
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Allow at external router. E-mail only forwarded to firewall
From perimeter network to Internet:	Allow at external router Secure at firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allowed through firewall.

7.20 SQL*NET

Protocol: TCP
Server Port: 1525
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Allow through external router Secure at firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall
Implementation guidelinek:	The SQL*Net application proxy can be used to allow internal Oracle clients to access external database servers. The proxy can also be used to allow a perimeter web server running Oracle's Web Request Broker to send SQL*Net transactions to a backend Oracle database server on the internal network.

7.21 SSL FOR ENCRYPTED HTTP

Protocol: TCP
Server Port: 443

Guidelines:

From Internet to perimeter network:	Allow through external router Secure at firewall
From perimeter network to Internet:	Allow through external router Secure at firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall
Implementation guideline:	Although SSL is not limited to

	the HTTP protocol, only HTTP is allowed to pass in SSL.

7.22 TALK

Protocol: UDP
Server Port: 517,518
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Block at external router
From perimeter network to Internet:	Block at external router
From perimeter network to Internal:	Secure at firewall
From internal to perimeter network:	Secure at firewall

7.23 TELNET

Protocol: TCP
Server Port: 23
Client Port: >=1023

Guidelines:

From Internet to perimeter network:	Allow to application gateway at external router Secure at firewall
From perimeter network to Internet:	Allow through firewall
From perimeter network to internal:	Secure at firewall
From internal to perimeter network:	Allow through firewall

7.24 UNSPECIFIED IP PACKETS

Protocol: IP
Ports: All TCP and UDP

Guidelines:

From Internet to perimeter network:	Allow established TCP at external router Secure at firewall
From perimeter network to Internet:	Allow at external router and firewall
From perimeter network to internal:	Secure at firewall
Additional guidelines:	Incoming and outgoing spoofing rules for the Conexant and RFC 1918 private addresses shall be applied. Packets having the source or destination of broadcast shall be blocked.

7.25 UNSPECIFIED UDP PACKETS

Protocol: UDP

Guidelines:

From Internet to perimeter network: Block at external router
From perimeter network to Internet: Will fail due to blocked inbound
From perimeter network to internal: Secure at firewall

7.26 X11

Protocol: TCP
Server Port: 6000 - 6063

Guidelines:
From Internet to perimeter network: Secure at firewall
From perimeter network to Internet: Allow through firewall
From perimeter network to internal: Secure at firewall
From internal to perimeter network: Allow through firewall
Implementation Guidelines: Internal X servers: Allow only with xforward or other proxy. The window manager must be an internal client. External X servers: Allow running internal X clients; access to machine that has X client via telnet only.

8.0 AUTHENTICATION

Router administrators shall ensure that default privileged command passwords and console and virtual terminal line access passwords are changed or assigned immediately upon installation, and changed thereafter at 90 day intervals. These passwords shall also be changed within 24 hours whenever router administrators are terminated or transferred.

Dial-in access by administrators to routers and other sensitive network devices shall require strong authentication.

Systems that are connected to Conexant's internal trusted networks and which can be accessed from external networks (including dial-in) must implement strong authentication mechanisms and comply with applicable Conexant host security baselines.

9.0 VIRTUAL PRIVATE NETWORK

A VPN shall be required for connectivity between Conexant trusted networks or Conexant SOHO users when traversing an untrusted network.

10.0 INTERNET INFORMATION SERVERS

Servers such as ftp and World Wide Web have been established throughout Conexant for rapid dissemination and central updating of public and private information. These information servers provide fast and convenient information to employees, customers, suppliers and the general public.

Those who establish such servers must safeguard their security in order to protect against unauthorized disclosure of sensitive and competitive information, as well as ensure the integrity of information which they contain

10.1 INFORMATION SERVER GUIDELINES

1. Information available to an untrusted network shall be hosted on the perimeter networks. Access to company sensitive information from an UNTRUSTED network to a perimeter network shall require authentication technologies. Connectivity from the perimeter network to information within the TRUSTED network shall require strong authentication.

2. Servers on the perimeter networks shall run with as little privilege as necessary. If at all possible, server software must not run as "root," or "administrator" thus limiting possible damage if an intruder discovers vulnerability.

3. System administrators shall closely monitor the integrity of the system and the information to be distributed. Whenever feasible, system administrators shall run the most secured version of the information server software which is free of known bugs or vulnerabilities.

11.0 SCREENING OF MALICIOUS SOFTWARE (PENDING ACTION ITEMS)

Executable programs embedded within HTML entering Conexant trusted networks via HTTP or other protocols will vary across time based upon the state of the technology. Until security shortcomings are resolved, to the extent possible Microsoft ActiveX (and follow-on products of like content but different marketing names) are not allowed into trusted Conexant networks from untrusted, foreign networks. Java applets may be allowed into Conexant trusted networks from foreign, untrusted network domains.

12.0 EXTERNAL SERVICE PROVIDERS

Dedicated network connection between to Conexant network security administration shall be responsible for ensuring the security of all computing services and connections. When business needs dictate, Conexant networks may, with due diligence, be extended into non-Conexant facilities, but may not be connected to that facility's untrusted networks unless firewalls are put into place. Under conditions where there is no direct Conexant control or supervision of the non-Conexant users who log on to trusted Conexant networks, logins require strong authentication. The management of authentication devices remains at all times the responsibility of the Conexant business unit issuing them. Clearly defined agreements must be established with third party service providers who issue Conexant authentication devices to their employees. Those agreements must spell out the third party's responsibilities in the management and protection of Conexant's security devices, computing resources, and private data.

13.0 REQUESTS FOR WAIVERS AND BASELINE CHANGES

Requests for waivers and deviations to this IT security baseline shall be sent to the Corporate Chief Security Information Director.

Each request for waiver and deviation will be considered on an individual basis and for a specific duration. Any change to the requirement, technical approach, or other pertinent circumstances on which the request is granted, must be reported to the Corporate Chief Security Information Director for reconsideration of the waiver or deviation.

In order to consider the request, as a minimum the following information must be specified in each written request:

1. Reference to the baseline requirement and technical description of the requested waiver or deviation.

2. Business justification or contractual requirement.

3. Specific duration of requested waiver or deviation, not to exceed 26 weeks. If the duration is expected to exceed 26 weeks, the request must be resubmitted for reconsideration prior to expiration of the granted waiver/deviation duration.

4. Alternative technical approaches and solutions considered/rejected.

5. Requested technical approach and technical point of contact.

6. Concurrence from the business unit's IT executive that the deviation is warranted.

Requests to change the Internet Security baseline should be forwarded to the Corporate Chief Security Information Director, who is the custodian of the document.

ATTACHMENT H

TERMINATION FOR CONVENIENCE

ATTACHMENT H

EXAMPLE OF SECTION 12.2
TERMINATION FOR CONVENIENCE

[GRAPHIC]

ATTACHMENT I

SERVICE LEVEL MATRIX

ATTACHMENT I
SERVICE LEVEL MATRIX

CATEGORY OF SERVICE	SERVICE HOURS	RESPONSE TIME	CLOSURE TIME	MISSION CRITICAL SYSTEMS	MISSION CRITICAL RESPONSE TIME	SUPPORT LEVEL
Application Support	8-5 Local Time of Service Request	8 Service Hours	Mutually Agreed			See Attachment K
Programming Services	8-5 Local Time of Service Request	8 Service Hours	Mutually Agreed			1st and 2nd Level Support
Remote Site Support (Asia Pacific and Europe)	8-5 Local Time of Service Request, 6 installations and/or upgrades/week between the regions.	8 Service Hours	50% within 16 Service Hours			1st and 2nd Level Support
Infrastructure Services - Wire Line Telephony	8-5 Local Time of Service Request	4 Service Hours	50% within 16 Service Hours	Phone Outages will be given highest priority	Account Manager informed on a hourly basis to problem is solved	2nd Level Support for Newbury Park and Mexicali, 1st Level support for all other Washington Locations
Infrastructure Services - Video Telephony	8-5 Local Time of Service Request	4 Service Hours	50% within 16 Service Hours			1st and 2nd Level Support
Infrastructure Services - LAN Services	7x24 Monitoring	2 Service Hours	50% within 16 Service Hours			1st Level support at all Washington locations except Newbury Park, Mexicali, and Ottawa. 2nd Level support at all Washington Locations

CATEGORY OF SERVICE	SERVICE HOURS	RESPONSE TIME	CLOSURE TIME	MISSION CRITICAL SYSTEMS	MISSION CRITICAL RESPONSE TIME	SUPPORT LEVEL
Infrastructure Services - Remote Access and SOHO	8-5 Local Time of Service Request	8 Service Hours	50% within 16 Service Hours			1st and 2nd Level Support
Infrastructure Services - Internet Services	8-5 Local Time of Service Request	8 Service Hours	50% within 16 Service Hours	All Internet Outages will be given highest priority	Account Manager informed on a hourly basis until problem is solved when an entire site is affected	1st and 2nd Level Support
Infrastructure Services - Wan Services	7x24 Monitoring	2 Service Hours	70% within 8 Service Hours	All WAN Outages will be given highest priority	Account Manager informed on a hourly basis until problem is solved when an entire site is affected	1st and 2nd Level Support
Infrastructure Services - Groupware Services	8-5 Local Time of Service Request	8 Service Hours	50% within 16 Service Hours			2nd Level Support
Data Center Services	7x24x365	8 Service Hours	50% within 16 Service Hours	SAP, Adexa, Promis, DMS	1 hour response and continuous effort until resolved	1st and 2nd Level Support

ATTACHMENT J

J.1 - HARDWARE

THE FOLLOWING ASSETS WILL HAVE THE OWNERSHIP TRANSFERRED TO SKYWORKS WHEN THE INFRASTRUCTURE TOWER OF SERVICE IS TERMINATED AND PAYMENT IS RECEIVED FOR CONSIDERATION OF SUCH HARDWARE.

ASSET TAG #	LOCATION	DESCRIPTION
1079146	NP	MODULE ETHERNET SMARTSWITCH
1079147	NP	MODULE ETHERNET SMARTSWITCH
1079148	NP	MODULE ETHERNET SMARTSWITCH
1082033	NP	SERVER
1082034	NP	SERVER
1082035	NP	SERVER
1083012	NP	TAPE LIBRARY, AUTOMATED
1079605	NP	SERVER, COMPAQ PROLIANT
1079606	NP	SERVER, COMPAQ PROLIANT
1079607	NP	SERVER, COMPAQ PROLIANT
1079608	NP	SERVER, COMPAQ PROLIANT
1079609	NP	SERVER, COMPAQ PROLIANT
1082325	NP	LAPTOP COMPUTER
1082326	NP	LAPTOP COMPUTER
1079777	NP	CHASSIS, WIRING CLOSET BUNDLE
1079778	NP	CHASSIS, WIRING CLOSET BUNDLE
1083653	NP	DATA/TELEPHONE EQUIPMENT
1078530	NP	NETWORK SERVER
1079072	MEXICALI	CHASSIS, CATALYST 5500 BUNDLE
1079072	MEXICALI	CHASSIS, CATALYST 5500 BUNDLE
1079074	MEXICALI	CHASSIS, CATALYST 5500 BUNDLE
1079285	MEXICALI	CHASSIS, CATALYST 5500 BUNDLE
1079151	MEXICALI	CHASSIS, RACK-MOUNT
1083651	MEXICALI	DNS/SMS SERVER
1085700	MEXICALI	ROUTER, CISCO 3660
1083564	MEXICALI	SAP PRINTERS (2) FOR MEXICALI
40007	MEXICALI	VIDEO CONFERENCING SYSTEM
1084337	NEPEAN, CANADA	BRIDIAL BUNDLE
1084338	NEPEAN, CANADA	CATALYST CHASSIS 5500
1084345	NEPEAN, CANADA	NETWORK PROBE DAS PRO 2 PORT 10/100
1084340	NEPEAN, CANADA	SERVER, PRINTER/FILER/LOTUS NOTES
1084341	NEPEAN, CANADA	SERVER, PRINTER/FILER/LOTUS NOTES
1084331	NEPEAN, CANADA	VIDEO CONFERENCING EQUIPMENT
1082375	CEDAR RAPIDS	MICROWAVE UNIT
1082376	CEDAR RAPIDS	MICROWAVE UNIT
1085582	IRVING, TX	AUTOMATED TAPE LIBRARY
CIP	NP	COMPUTER SYSTEM BACKUP
CIP	NP	DLT EXPANSION
CIP	NP	UPGRADE OF PBX
CIP	NP	POKLYCOM FOR NP SALES

ATTACHMENT J

J.2 - SOFTWARE

APPLICATIONS	LICENSE TYPE	LICENSES SUBJECT TO TRANSFER (IDENTIFIED LICENSES)	CONSIDERATION
Lotus Notes	Named	1951	$ 59,000
SAP - Production	Named	250	$ 795,000
PROMIS	Concurrent	256	$ 845,000
Sherpa DMS	Server and Concurrent	1 and 25	$ 53,000
iPlanet LDAP	Server	1	0
Adexa	Server	1	$ 748,000
Total			$2,500,000

ATTACHMENT K

APPLICATION SUPPORT MATRIX

CONEXANT TO SKYWORKS

APPLICATION GROUP	MONTHLY FTE	SUPPORT LEVEL
Architecture & technology	1	2nd
Computer security	1 1/2	1st and 2nd
SAP	2	2nd
PROMIS	1	2nd
Quality Systems Inc.	1/4	1st
Extricity (or its replacement)	1/4	1st and 2nd
Sherpa DMS	1/4	1st and 2nd

SKYWORKS TO CONEXANT

APPLICATION GROUP	MONTHLY FTE	SUPPORT LEVEL
Adexa	1	1st and 2nd
Lotus Notes	1/4	2nd

WHENEVER CONFIDENTIAL INFORMATION IS OMITTED HEREIN (SUCH OMISSIONS ARE DENOTED BY AN ASTERISK), SUCH CONFIDENTIAL INFORMATION HAS BEEN SUBMITTED SEPARATELY TO THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

MEXICALI

DEVICE SUPPLY AND SERVICES AGREEMENT

AMONG:

ALPHA INDUSTRIES, INC.

A DELAWARE CORPORATION;

AND

CONEXANT SYSTEMS, INC.

A DELAWARE CORPORATION;

_____

DATED AS OF June 25, 2002

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TABLE OF CONTENTS

TABLE OF CONTENTS
(CONTINUED)

TABLE OF CONTENTS
(CONTINUED)

TABLE OF CONTENTS
(CONTINUED)

MEXICALI

DEVICE SUPPLY AND SERVICES AGREEMENT

This MEXICALI DEVICE SUPPLY AND SERVICES AGREEMENT (the "MEXICALI AGREEMENT") is entered into as of June 25, 2002 (the "EFFECTIVE DATE") by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("BUYER") and ALPHA INDUSTRIES, INC., a Delaware corporation ("SUPPLIER").

RECITALS

A. Buyer desires, on the terms and conditions of this Mexicali Agreement, to purchase from Supplier certain semiconductor devices, processing, packaging and testing services, including assembly services, final testing, post-test processing and die bank and finished goods warehousing and shipping services, and related manufacturing services.

B. Supplier is willing to supply such devices and services to Buyer on the terms and conditions of this Mexicali Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Mexicali Agreement, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS. Capitalized terms not expressly defined elsewhere in this Mexicali Agreement have the following meanings:

1.1 "ABC COSTING MODEL" means an Excel based model to determine manufacturing overhead costs using Activity Based Costing methodology. The model takes manufacturing overhead costs and assigns them to each of the manufacturing operations through predefined allocation tables. Once the overhead cost to run each process is determined, a rate per hour for every process is calculated using activity and capacity standards.

1.2 "ABSORPTION" means the total amount earned by taking the unit standards multiplied by the per unit cost.

1.3 "BLANKET PURCHASE ORDER" means a written blanket order for the purchase of a specified quantity of Devices or Manufacturing Services submitted by Buyer to Supplier.

1.4 "BUYER SPIN-OFF" means any entity (including, without limitation, Mindspeed) that is a successor of any portion of the business of Buyer resulting from a spin-off or divestiture of such business, regardless of whether or not Buyer retains an equity or ownership interest in such entity.

1.5 "BUYER SUBSIDIARY" means any entity that at any time during the term of this Mexicali Agreement controls, is controlled by, or is under common control with Buyer; where control means direct or indirect ownership of fifty percent (50%) or more of the outstanding voting stock or other equity interests ordinarily having voting rights.

1.6 "COMMON MATERIAL" means materials used in the processing, packaging and testing of Devices for Buyer and for devices of Supplier or its other customers.

1.7 "COMMON MATERIAL SAVINGS" means savings relating to the purchase of Common Material computed as described in Section 5.1(e).

1.8 "COMPETITOR" means a business entity which derives a material portion of its revenue (over the most recent three (3) year period) from sales of similar products in similar markets, as compared with the products and markets of a Party.

1.9 "CONFIDENTIAL INFORMATION" means (i) for information disclosed after the Effective Date, all non-public information disclosed by one Party to the other Party pursuant to this Mexicali Agreement that is identified as "confidential" or marked with a similar legend at the time of such disclosure or, if disclosed other than in writing, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days, (ii) for information currently in the possession of the other Party as of the Effective Date, all non-public information that a reasonable person would have understood to be confidential, regardless of the form or manner of disclosure, (iii) any information obtained by one Party's employees or agents while on the premises of the other Party, which, under the circumstances, a reasonable person would have understood to be confidential, and (iv) any specifications or technical information related to Buyer's products (e.g., structure, design, layout) and Supplier's Process Technology that are known to, or otherwise in the possession of, the other Party as of the Effective Date.

1.10 "CYCLE TIME" means, with respect to a Device, Supplier's standard production cycle measured from start of Device manufactured through finished goods inventory and set forth in Exhibit A.

1.11 "DELIVERY NOTE" means the delivery instructions provided by Buyer to Supplier for Services and Devices ordered by Buyer.

1.12 "DEVICE" means a packaged and tested integrated circuit.

1.13 "ENGINEERING LOTS" or "E-LOTS" means a non-production Lot for process of Device qualification or testing.

1.14 "LEAD TIME" means, with respect to a Device, the time period from order acceptance to completion.

1.15 "LOT" means a group of Devices processed together through the manufacturing line.

1.16 "MANUFACTURING SERVICES" means the performance of all tasks and responsibilities necessary to complete assembly, test processes, final packing, and other services described in this Mexicali Agreement, as further set forth in Exhibit C.

1.17 "OVERALL FACTORY ABSORPTION" means the total activity at the Supplier Manufacturing Facility multiplied by the quarterly rates set forth in Exhibit F.

1.18 "PARTY" means either Buyer or Supplier, as the context requires, and "PARTIES" means Buyer and Supplier collectively.

1.19 "PBGA" means plastic ball grid array devices.

1.20 "PRICE" is defined in Exhibit B.

1.21 "PROCESS TECHNOLOGY" means the systematic techniques, methods, or approaches used by Supplier to complete assembly, test processes and final packing of semiconductor chips or assemblies.

1.22 "PRODUCTION DEVICES" means Devices manufactured by Supplier after successful qualification and approval for mass production.

1.23 "PURCHASE COMMITMENT" is defined in Section 2.1(a).

1.24 "PURCHASE ORDER" means a written Purchase Order Release under a Blanket Purchase Order, or a Purchase Order for the purchase of a specified quantity of Devices or Manufacturing Services submitted by Buyer to Supplier.

1.25 "PURCHASE ORDER RELEASE" means a written release issued by Buyer authorizing Supplier to commence processing of the Devices under a Blanket Purchase Order.

1.26 "QUALITY SPECIFICATIONS" means the Device quality standards and criteria set forth in Exhibit D, as they may be modified by written agreement of the Parties from time to time.

1.27 "RISK PRODUCTION" means Devices specifically identified by Buyer in a Purchase Order as "Risk Production" that are to be manufactured by Supplier pursuant to Buyer's Specifications, but for which compliance with the Quality Specifications is specifically waived. "Risk Production" may include the following: unverified process changes, no supporting qualification date, and known design rule violations.

1.28 "SERVICES" means Manufacturing Services, test engineering services, or such other services described in this Mexicali Agreement, as applicable.

1.29 "SPECIFICATIONS" means the technical specifications for the Devices mutually agreed to in writing by the Parties for such Devices, as they may be modified from time to time upon written agreement of the Parties.

1.30 "SUPPLIER MANUFACTURING FACILITY" means the Device assembly, test processes, and final packing facility or facilities owned or operated by Supplier.

1.31 "UNIQUE MATERIAL" means material used only in the processing, packaging, and testing of Devices for Buyer and not used for devices of Supplier or its other customers.

1.32 "UNIQUE MATERIAL SAVINGS" means savings relating to the purchase of Unique Material.

2. PURCHASE AND SUPPLY OBLIGATIONS.

2.1 BUYER PURCHASE OBLIGATIONS.

(a) PURCHASE COMMITMENTS. After the Effective Date and subject to the terms and conditions of this Mexicali Agreement, Buyer will submit Purchase Orders to Supplier for manufacture of Devices and providing of Services in volumes sufficient to meet the commitments set forth in Exhibit E (the "PURCHASE COMMITMENTS"). The Purchase Commitments shall be equal to the total dollars spent per quarter based on the quarterly rates set forth in Exhibit F and the activity set forth in Exhibit G. If Buyer does not submit Purchase Orders sufficient to meet the Purchase Commitments, Buyer shall pay to Supplier, as Supplier's sole remedy, the amount described in Section 2.1(b).

(b) RECONCILIATION PROCESS. After the close of each fiscal quarter, the Parties shall participate in the reconciliation process described in this Section 2.l(b). Actual activity will be represented by the number of Devices and Services for which Purchase Orders were submitted by Buyer (including Purchase Order Releases from prior quarters whose delivery dates have been rescheduled into the fiscal quarter, and deducting any Purchase Order Releases which have been cancelled or whose delivery has been rescheduled, by Buyer, outside of the fiscal quarter). The "BUYER'S ABSORPTION" will be calculated at the end of each fiscal quarter, which for the purpose of this Section shall be defined as actual activity multiplied by the planned quarterly rates set forth in Exhibit F. The Buyer's Absorption will be compared with the planned absorption for the quarter as set forth in Exhibit E. At the close of each fiscal quarter, the actual spending and activity levels will be entered into the ABC Costing Model in effect as of the Effective Date. The depreciation (computed without regard to any asset write-downs after the Effective Date) and headcount allocations within the model will be updated on a quarterly basis, as mutually agreed to by the Parties. The ABC Costing Model will be used to calculate the actual rates for the quarter that just closed.

(i) SCENARIOS. Please see reconciliation table in Exhibit K for further clarification of the reconciliation process.

(1) If the Buyer's Absorption remains flat to the specific quarterly plan set forth in Exhibit E and the Overall Factory Absorption has increased from the specific quarterly plan, then the resulting quarterly actual rates will be used. The determined total cost charged to Buyer will be the actual activity multiplied by the actual rates.

Example: As shown in Exhibit E, Buyer's planned absorption for Q4-02 is $11.9M. The planned total factory absorption for Q4-02 is $23.3M. If the Buyer's Absorption based on the actual activity and Q4-02 planned rates is $11.9M and the Overall Factory Absorption based on Q4-02 rates is $24.0M, the actual activity and actual ABC rates will be used to determine Buyer's charge for the quarter.

(2) If the Buyer's Absorption remains flat to the quarterly plan, and the Overall Factory Absorption has remained flat or decreased to the specific quarterly plan, then the determined total charge to Buyer will be the take or pay amount planned for that specific quarter as further described in Exhibit E.

Example: As shown in Exhibit E, Buyer's planned absorption for Q4-02 is $11.9M. The planned total factory absorption for Q4-02 is $23.3M. If the Buyer's Absorption based on the actual activity and Q4-02 planned rates is $11.9M and the Overall Factory Absorption based on Q4-02 rates is $22.0M, Buyer will be charged based on the actual activity times the planned rates for Q4-02. The charge will be the take or pay amount.

(3) If Buyer's Absorption has decreased from the quarterly plan, and the Overall Factory Absorption has remained flat or decreased to the specific quarterly plan, then the determined total charge to the Buyer will be the take or pay amount.

Example: As shown in Exhibit E, Buyer's planned absorption for Q4-02 is $11.9M. The planned total factory absorption for Q4-02 is $23.3M. If the Buyer's Absorption based on the actual activity and Q4-02 planned rates is $10.0M and the Overall Factory Absorption based on Q4-02 rates is $22.0M, Buyer will be charged based on the actual activity times the planned rates for Q4-02. The charge will be the take or pay amount.

(4) If Buyer's Absorption has decreased from the quarterly plan and the Overall Factory Absorption has increased from the specific quarterly plan, the determined total charge to the Buyer will be the total actual cost when using actual activity and actual rates.

Example: As shown in Exhibit E, Buyer's planned absorption for Q4-02 is $11.9M. The planned total factory absorption for Q4-02 is $23.3M. If the Buyer's Absorption based on the actual activity and Q4-02 planned rates is $10.0M and the Overall Factory Absorption based on Q4-02 rates is $24.0M, the actual activity and actual ABC rates will be used to determine Buyer charge for the quarter.

(5) If Buyer's Absorption has increased from the quarterly plan, and the Overall Factory Absorption has increased from the specific quarterly plan. The determined total cost charged to the buyer will be the actual activity multiplied by the actual rates.

Example: As shown in Exhibit E, Buyer's planned absorption for Q4-02 is $11.9M. The planned total factory absorption for Q4-02 is $23.3M. If the Buyer's Absorption based on the actual activity and Q4-02 planned rates is $12.0M and the Overall Factory Absorption based on Q4-02 rates is $26.0M, the actual activity and actual ABC rates will be used to determine Buyer charge for the quarter.

(6) If Buyer's Absorption has increased from the quarterly plan, and the Overall Factory Absorption has remained flat or decreased from the specific quarterly plan. The determined total cost charged to the buyer will the actual activity multiplied by the quarterly planned rates.

Example: As shown in Exhibit E, Buyer's planned absorption for Q4-02 is $11.9M. The planned total factory absorption for Q4-02 is $23.3M. If the Buyer's Absorption based on the actual activity and Q4-02 planned rates is $12.0M and the Overall Factory Absorption based on Q4-02 rates is $23.0M, Buyer will be charged based on the actual activity times the planned rates for Q4-02.

(ii) CREDIT OR DEBIT TO BUYER'S ACCOUNT. The credit or debit to Buyer's account is calculated by taking the determined total charge to the Buyer and subtracting what the Buyer has already been invoiced for during the quarter, pursuant to Section 5.l(a), based on the actual activity and Purchase Order prices. If the determined total charge is less than the invoiced amount, the difference is credited to Buyer's account. If the determined total charge is greater than the invoiced amount, the difference is charged to Buyer's account for payment in accordance with Section 5.

(iii) QUALITY REQUIREMENTS.

(1) Products manufactured at the Supplier Manufacturing Facility shall meet or exceed normal, accepted standards of quality in the industry. For the purpose of this Agreement, these standards shall include visual, mechanical, thermal and electrical specifications that comply with released drawings and specifications, any changes to which must be mutually agreed upon by the Parties. The products manufactured shall pass normal "qualification" testing consistent with current practices as of the Effective Date (as may be modified by the Parties from time to time), such as HAST, Temp Cycling, Moisture Sensitivity, and HTOL. Packaging, die attach and wire bonding attributes such as pull strength, die shear, ball shear test, and 3rd optical yield, must be in statistical control and the limits will be jointly agreed upon by the Parties. A higher yield loss than Normal Yield loss (assembly yield) will also be considered a quality issue.

(2) The Parties agree that the "NORMAL YIELD" shall be defined as the "standard yield" for each Device or Package type in use by the Supplier on the Effective Date. For any yield less than 90% of the Normal Yield Buyer shall be relieved of its Purchase Commitments for that portion of the loss that is below the Normal Yield and, if Buyer determines in its reasonable discretion that the entire WIP of the affected devices should be put on hold and obtained from an alternative source, pending resolution of the quality problem, Buyer shall confer with Supplier regarding the yield issue and shall be relieved of its Purchase Commitment for the entire WIP of the affected Devices. In the event of any yield loss exceeding the Normal Yield loss, the Parties agree to cooperate in good faith in order to reduce the yield loss and to resume the Purchase Commitments contemplated by this Agreement as soon as yield returns to Normal Yield. Notwithstanding the foregoing, Buyer shall not be relieved of its Purchase Commitments for any unrecoverable assembly yields where such assemblies are not designed in accordance with Supplier's released design rules associated with the manufacturability and mutually agreed to by the Parties or fail as a result of materials incorporated in the Device (except for PBGAs, which are specifically excluded from this Section). The Parties acknowledge and agree that all Devices and packaging types provided as of the Effective Date shall be deemed to comply with all required design rules.

(iv) DIE CONSTRAINTS. Supplier's inability to provide Devices arising from the unavailability of die or other materials which are to be provided by Buyer shall not be considered a Supplier failure hereunder. Buyer will not be relieved of its Purchase Commitment liability on account of such die or other materials capacity constraints.

(c) CREDITS; BUYER RAW MATERIAL BUY BACK. As of the Effective Date, all of Buyer's Unique Material, fifty percent (50%) of the Common Material, and all Buyer work-in-process ("WIP") will transfer to Supplier at "NET VALUE" defined as the gross inventory value plus any Financial Reserves on Unique Material. For purposes of this Section 2.1(c)(i), "FINANCIAL RESERVES" means a financial adjustment to properly state inventory value that brings the gross value to the net book value. Excess inventory is reserved if there is inventory above the six (6) month demand. Buyer will receive full credit for the Net Value of the Unique Materials, Common Materials and WIP, in the form of six (6) monthly credits from Supplier, such that Buyer has recovered the full Net Value of such materials during the first six (6) months from the Effective Date. All Unique Material that is reserved material will be identified by part and quantity; Common Materials and WIP do not have reserves. Six (6) months from the Effective Date, Supplier will determine the remaining Unique Material reserved inventory on a part by part basis and all remaining reserved material inventory will be deemed "INACTIVE MATERIAL." Inactive Material will be dispensed with the manner prescribed in Section 5.1(b)(ii). Relative to such application of Section 5.1 under this Section 2.l(c)(i), the Parties agree that the "cost" for such purposes will be the transfer cost of such Inactive Material reserved inventory as described in this Section (e.g., if the material is transferred to Supplier at zero (0) "Net Value", then Supplier's "cost" would be $0.00). Reserved inventory used by Supplier by the sixth (6th) month determination will be credited to Buyer after the seventh (7th) month from the Effective Date.

(d) PURCHASES FOR CERTAIN ENTITIES. Supplier agrees that Buyer, as agent, may, at any time at the prices and in accordance with the terms and conditions established under this Mexicali Agreement, place orders for Devices and Services on behalf of (i) third parties that are mutually agreed to by the Parties; (ii) Buyer Subsidiaries; (iii) Buyer Spins-Offs (excluding SpecialtySemi); and (iv) third parties for which Buyer has an obligation, existing as of the Effective Date, to provide Devices and Services. Notwithstanding the foregoing and for the avoidance of doubt, Supplier hereby acknowledges and agrees that Buyer may, at any time at the prices and in accordance with the terms and conditions of this Mexicali Agreement, place orders for Devices or Services on behalf of Rockwell, SiRF, Mindspeed and Lumero. If Buyer places an order on behalf of a third party, Supplier will, at Buyer's direction, ship

products ordered on behalf of such third party directly to such third party's facilities, as applicable. Supplier may invoice Buyer or such third party for such orders, it being understood that the applicable third party may pay the invoiced amount directly to Supplier, however, Buyer, as agent for such third party, shall remain jointly and severally liable for any such payments due to Supplier. Notwithstanding the foregoing, however, if any such third party is reasonably determined to be a Competitor of Supplier or its affiliates, Supplier may, upon six (6) months written notice to Buyer, refuse to fulfill orders for such third party; provided that Supplier will continue to manufacture, supply and provide to Buyer, in accordance with the Device and Service purchase procedures in Section 3, any Devices or Services ordered for such third party for delivery prior to the expiration of such six (6) month period.

(e) BUYER SPIN-OFFS. The Parties acknowledge and agree that each Buyer Spin-off will have the right to enter into a supply agreement with Supplier on terms and conditions substantially similar to the terms and conditions set forth in this Mexicali Agreement and Supplier agrees to enter into such agreement upon Buyer Spin-offs request. Such Buyer Spin-offs purchases are subject to the Buyer Spin-off credit requirements set forth in Section 5.2. Buyer may partition the Purchase Commitments between Buyer and such Buyer Spin-offs. If Buyer and Buyer Spin-off partition the Purchase Commitments, the determination of whether the Purchase Commitments are met will be determined on a collective basis, and no additional payments to meet the Purchase Commitments will be due to Supplier if the total purchases by Buyer and the Buyer Spin-offs meets or exceeds the applicable Purchase Commitment.

(f) ADDITIONAL PURCHASE NEEDS. Subject to Buyer's obligations to third parties existing as of the Effective Date, Buyer shall submit all of Buyer's requirements for leadframe Devices and test Services in excess of the Purchase Commitment to Supplier, provided that: (i) the current leadframe Devices and package type are both qualified to be manufactured at the Supplier Manufacturing Facility, or for new leadframe Devices, the package type is qualified to be manufactured at the Supplier Manufacturing Facility; (ii) Supplier has sufficient uncommitted available capacity; (iii) Supplier's committed delivery dates are competitive with other suppliers; (iv) Supplier has the necessary testers available; and (v) Supplier offers competitive pricing for such leadframe Devices and test Services. If such additional requirements are outside of the normal forecasting process as identified in Section 3.2, Supplier shall have the first right of refusal to accept Buyer's orders to provide such leadframe Devices and test Services and shall have one (I) business day to accept and acknowledge Buyer's Purchase Orders for such leadframe Devices and test Services. If the additional requirement is identified in the normal forecasting process outlined in Section 3.2, Supplier shall have three (3) business days to accept and acknowledge Buyer's Purchase Order. If a customer requires that Buyer have a second source of supply for such leadframe Devices and/or test Services, Buyer may establish and purchase from such second source, and the Parties shall discuss the allocation of purchase requirements between Supplier and such alternate source based on pricing, available capacity at the Supplier Manufacturing Facility, and second source requirements; provided, that in no event, shall Supplier's allocation be zero. If Supplier does not respond to Buyer's Purchase Order within the required time of receipt, or cannot meet the other requirements set forth in this Section 2.1(f), Buyer may purchase such leadframe Devices and test Services from any other party in quantities necessary to obtain the required leadframe Devices or Services.

2.2 SUPPLIER SUPPLY OBLIGATIONS.

(a) SUPPLY OBLIGATIONS. During the term of the Mexicali Agreement, Supplier will provide Buyer with certain Manufacturing Services and other semiconductor processing and packaging Services. Supplier shall accept all Purchase Orders and fulfill and provide capacity for each Service and Device in the volumes indicated in the Purchase Commitment up to the capacity identified in Exhibit G.

Performance of such obligations by Supplier shall be in accordance with the Specifications, Quality Specifications, and performance metrics including quality, yield, and Cycle Time, that are consistent with established industry standards. Supplier will make commercially reasonable efforts to supply capacity requirements beyond the Purchase Commitment for each Service and Device

(b) MANUFACTURING PROCEDURES. The Devices will be manufactured and produced using the Quality Agreement Document, Specification Number GNO3-1306 as a nonbinding guideline. Both parties are committed to actively achieving the requirements outlined in this document. Modifications to such document shall require the consent of Supplier, which consent shall not be unreasonably withheld or delayed. Appropriate adjustments to pricing shall be made for any changes which modify Device costs.

(c) NOTICE REQUIREMENTS. If at any time Supplier believes or becomes aware that it is likely to fail to comply in a material manner with its supply obligations under this Mexicali Agreement, or if Supplier believes or becomes aware that Buyer's forecasts or Purchase Orders for Devices or Services covered by this Mexicali Agreement, when taken in the aggregate, will exceed the maximum capacity or capability of the installed available capacity of the Supplier, then Supplier will promptly notify Buyer in writing. (However, without reduction of this commitment, Supplier shall have no monetary liability for its failure to do so.) In addition, Supplier shall, on a quarterly basis, provide Buyer with an assessment of known and existing capacity issues of the Supplier, and any capacity issues anticipated over the next fifteen (15) month period, and the plan to remedy such issues.

(d) DISCONTINUANCE OF MANUFACTURING PROCESS. Subject to the restrictions in this Section 2.2(d), Supplier may terminate the use of any Manufacturing Services at the Supplier Manufacturing Facility designated as an "END-OF-LIFE PROCESS" or a "last-time-build" package type. At least eighteen (18) months prior to the date the discontinuance of such process or package manufacturing will commence, Supplier shall provide Buyer with written notice of its intent to terminate such Manufacturing Service. Buyer may identify a suitably qualified alternative supplier (the "FOLLOW-ON SUPPLIER"), which selection shall be subject to Supplier's approval (which shall not be unreasonably withheld or delayed). Upon selection of a qualified alternative supplier, Supplier shall prepare a transition plan specifically designed to ensure that there is minimal interruption in Buyer's supply of Manufacturing Services arising in the transfer of production to the Follow-On Supplier and obtain Buyer's written approval of such transition plan (which shall not be unreasonably withheld or delayed); however, failure to obtain Buyer's written approval shall not serve as grounds to extend the eighteen (18) month notice described in this Section 2.2(d). Supplier will at Buyer's expense, pre-approved by Buyer (which shall not be unreasonably withheld or delayed), work with Buyer to perform the transition in accordance with the Buyer-approved plan and will take commercially reasonable steps to ensure a smooth transition. In addition, Buyer will have the right, until the expiration of eighteen (18) months from the date of Supplier's notice of discontinuance, to submit Purchase Orders for packages to be manufactured, or tested with such Manufacturing Services within such eighteen (18) month period. Buyer acknowledges that all such Purchase Orders placed during months seven (7) to eighteen (18) of the eighteen (18) month notice period for Manufacturing Services processed with an End-of-Life-Process (i) are non-cancelable and except for non conforming Devices are non-returnable, and (ii) unless mutually agreed otherwise, such Purchase Orders will not exceed the total quantity of such Manufacturing Services or Devices manufactured, packaged, or tested with such End-of-Life Process ordered during the eighteen (18) month period immediately prior to the end-of-life notice provided under this section. The foregoing obligations are in addition to Supplier's other obligations under this Mexicali Agreement.

(e) CLOSING OF SUPPLIER MANUFACTURING FACILITY. Supplier shall notify Buyer at least eighteen (18) months prior to the date that Supplier intends to commence any closure, in whole or in

part, of the Supplier Manufacturing Facility. If Buyer elects to do so, Buyer may identify a suitably qualified alternative supplier of Manufacturing Services (the "FOLLOW-ON SUPPLIER"), and subject to Supplier's approval (which shall not be unreasonably withheld or delayed). Supplier shall prepare a transition plan specifically designed to ensure that there is minimal interruption in Buyer's supply of Manufacturing Services arising in the transfer to the Follow-On Supplier and obtain Buyer's written approval of such transition plan (which shall not be unreasonably withheld or delayed); however failure to obtain Buyer's written approval shall not serve as grounds to extend the eighteen (18) month notice described in this Section 2.2(e). Supplier will seek to perform the transfer of Manufacturing Services in accordance with the Buyer-approved plan and will at Buyer's expense take all commercially reasonable steps to ensure a smooth transition of the Manufacturing Services. Buyer shall reimburse Supplier for Supplier's reasonable direct and indirect expenses incurred by Supplier, and pre-approved by Buyer, in transitioning such technology to the designated facility. Buyer will have the right, until the expiration of such eighteen (18) month period, to continue to submit Purchase Orders for Devices and Services to Supplier for delivery within such eighteen (18) month period. Supplier will continue to manufacture, supply, and provide to Buyer, in accordance with the purchase procedures in Section 3, any such Devices and Services that are ordered. Buyer acknowledges that all such Purchase Orders placed during months seven (7) to eighteen (18) of the eighteen (18) month notice period for Devices or Services (i) are non-cancelable and except for non-conforming products are non-returnable and (ii) unless mutually agreed otherwise, will not exceed the total quantity of such Manufacturing Services or Devices manufactured, packaged, or tested with such End-of-Life Process ordered during the eighteen (18) month period immediately prior to the end-of-life notice provided under this section. The foregoing obligations are in addition to Supplier's other obligations under this Mexicali Agreement.

(f) SUPPLY INTERRUPTIONS. If at any time Supplier fails for any reason (including, without limitation, force majeure events, discontinuance of manufacturing process or closing of the Supplier Manufacturing Facility) to fulfill its supply obligations under this Mexicali Agreement, Buyer's obligation under Section 2.1(a) shall be reduced, for the period of supply interruption, by the volumes Supplier failed to supply, or the minimum quantity of Devices or Services Supplier is required to obtain from alternate source(s), whichever is greater. This Section 2.2(f) shall not limit any other rights or remedies Buyer may have for a breach of this Mexicali Agreement or otherwise.

(g) PBGA SUPPLY OBLIGATIONS. Supplier agrees to use reasonable commercial efforts to support Buyer's requirements for PBGA Device assembly and subsequent testing, that are currently qualified and sole sourced as of the Effective Date, as per a rolling four (4) month forecast. Supplier agrees to provide these PBGA services at the pricing as established per the ABC Costing Model, and without warranties. Supplier shall manufacture such PBGAs for a minimum of twenty four (24) months from the Effective Date, subject to the provisions of Sections 2.2(d) and (e). PBGAs purchased under this Agreement shall not be counted toward Buyer's Purchase Commitment. All other terms and conditions shall be as mutually agreed.

3. DEVICE PURCHASES.

3.1 SCOPE AND PROCESS TECHNOLOGIES.

(a) DEVELOPED AND QUALIFIED. Upon receipt of an applicable Purchase Order, Supplier shall provide management, planning, and procurement of Devices and Services for Buyer. Buyer will have the right to purchase Devices and Services in production, or released to production, at the Supplier Manufacturing Facility as of the Effective Date pursuant to the terms and conditions of this Mexicali Agreement including Exhibit G.

(b) NEW OR NON-STANDARD PROCESS TECHNOLOGIES. Unless otherwise mutually agreed to by the Parties, Supplier shall have no obligation to provide Devices and Services manufactured or provided through the use of any new or non-standard Process Technologies.

3.2 FORECASTS AND COMMITMENTS.

(a) On or about the last day of each calendar month during the term of this Mexicali Agreement, Buyer will provide to Supplier a rolling non-binding forecast, covering a minimum period of fifteen (15) months. Buyer's forecasts are for planning purposes only and will not bind Buyer in any respect. Before the end of each week, Buyer will provide an updated thirteen (13) week forecast. The first three (3) weeks (nearest the current date) are considered and will reflect firm orders. Week 1 (nearest the current date) will reflect a current week of work in process and Weeks two (2) and three (3) will reflect two (2) frozen weeks of committed assembly outs and test outs. Each such forecast will include, as applicable: (i) assembly outs by package type and (ii) test outs by tester platform. Except as otherwise specifically set forth in Section 2.1(a), only a written Purchase Order delivered in accordance with Section 3.3 will bind Buyer to purchase specified volumes of Devices or Services. Buyer agrees to place Purchase Orders sufficient to commit and bind the committed portions of the forecast described in this Section 3.2(a). Purchase Orders will accurately reflect the first three (3) weeks of the thirteen (13) week forecast and will be approved by an authorized representative of Buyer.

(b) Except as to Weeks 1, 2, and 3 (as described above), Buyer may change or update the forecasts delivered hereunder at any time upon notice to Supplier.

(c) Buyer acknowledges that Supplier may rely on Buyer's thirteen (13) week forecasts for purposes of materials and production planning. Without limitation, Buyer shall not hold Supplier accountable for any inability to deliver Devices or Services which are required either in excess of Supplier's predicted quantities or without suitable lead time to allow for the acquisition of necessary materials, production capacity or other resources.

3.3 PURCHASE ORDERS AND RELEASES. Buyer will submit Purchase Orders to Supplier to cover Buyer's expected purchases of Devices and Services. Buyer will then submit Purchase Order Releases on a regular basis, as agreed upon by the Parties, to any Blanket Purchase Orders. Each Purchase Order for Devices and Services will specify, as appropriate, the applicable Purchase Order, Device part number and revision level, quantity required by Buyer, Price, requested delivery date, ship-to address, and other applicable information as determined by Buyer. Notwithstanding the receipt of a Blanket Purchase Order, Supplier will not commence manufacturing of the Devices or providing the Services under a Blanket Purchase Order until Buyer has issued a Purchase Order Release. As a minimum, Purchase Orders must cover the committed portion of the forecast.

3.4 ACCEPTANCE AND ACKNOWLEDGEMENT. All of Buyer's Purchase Orders for Devices and Services, insofar as not exceeding the Purchase Commitment shall be accepted and fulfilled by Supplier in accordance with the delivery dates specified therein, provided that the dates requested are consistent with the required Cycle Time for such Device or Service set forth in Exhibit A. For Services and Devices in excess of the Purchase Commitment, Supplier shall use commercially reasonable efforts to accept and fulfill such Purchase Orders. Within three (3) business days after receipt of each Purchase Order, Supplier will acknowledge such Purchase Order in writing by fax, e-mail notice, or electronic data interchange ("EDI") to Buyer's purchasing agent identified on the face of the Purchase Order. Such acknowledgement will include Supplier's committed delivery date for the order; provided that, in establishing such delivery date, Supplier shall use commercially reasonable efforts to comply with the delivery dates specified in Buyer's Purchase Order and to meet or reduce the Device and Service Cycle

Times set forth in Exhibit A. The Device and Service Cycle Times set forth in Exhibit A shall be updated quarterly, upon mutual agreement of the Parties. If at any time during the production of such Devices or providing of such Services Supplier believes or becomes aware that the delivery may be delayed by more than one (1) business day, Supplier shall promptly provide Buyer with written notice of such delivery date change or any applicable quantity change. Such report shall be referred to as an "EXCEPTION REPORT" and any Devices or Services not specifically identified in an Exception Report shall be delivered by Supplier no later than the committed delivery date.

3.5 DEVICE LOTS; EXPEDITED SERVICES. Unless otherwise agreed to in writing by the Parties, Production Device Lots shall be ordered by Buyer and delivered by Supplier in Lots of one thousand five hundred (1500) Devices to five thousand (5000) Devices, and Engineering Device Lots shall be ordered by Buyer and delivered by Supplier in Lots of a maximum of one thousand (1000) Devices.

(a) EXPEDITED LOTS. At Buyer's request, Supplier will use commercially reasonable efforts to provide priority processing of Production Device Lots and Engineering Device Lots at no additional cost to Buyer. Notwithstanding the foregoing, if the quantity of expedited lots requested by Buyer exceeds six (6) Lots in process at any given time during the first year of the Agreement, four (4) Lots during the second year of the Agreement and two (2) Lots during the third year of the Agreement, the fee for such additional Lots shall be five-hundred dollars ($500) per Lot. Buyer acknowledges that excessive Lot expediting activity could increase Cycle Time for other products.

(b) ENGINEERING LOTS. Engineering Lot pricing shall include a set-up charge per lot of three-hundred and fifty dollars ($350) and a standard cost charged monthly as identified in Exhibit B.

3.6 CANCELLATION AND MODIFICATIONS TO ORDERS. Except as otherwise provided in this Mexicali Agreement, Buyer may cancel, modify or reschedule a Purchase Order (in whole or in part) as set forth in this Section 3.6; provided that Buyer meets its Purchase Commitments.

(a) CANCELLATION BEFORE PROCESS START. For each Purchase Order before processing the Devices or performance of the Services is started, Buyer may cancel or modify a Purchase Order (in whole or in part) without penalty by delivering to Supplier a written notice of cancellation or modification. Such cancellation shall be without charge or penalty, except that Buyer shall be obligated to purchase and pay for any materials acquired in respect of Supplier's anticipated production or Services for Buyer as identified in Section 5.1(d).

(b) CANCELLATIONS AFTER PROCESS START. If Buyer cancels a Purchase Order after the date the processing of such Devices and/or Services has been started, then Supplier shall discontinue all work on the Devices and/or Services, return the Devices to Buyer, and as Buyer's sole liability, and Supplier's sole remedy, for such cancellation, Buyer will pay the full price for all such Devices and/or Services as specified in Exhibit B pursuant to Supplier's invoice.

(c) RIGHT TO CANCEL. Supplier will indicate a delivery date for Devices and/or Services ordered by Buyer in Supplier's acknowledgement of receipt of Buyer's Purchase Orders. After such notice has been given, any Devices and/or Services delivered to Buyer will be deemed timely delivered if delivery is made within fifteen (15) days of such acknowledged delivery date. During this fifteen (15) day period, Supplier and Buyer agree to have management of each company discuss the reasons for the delay and the possible provision of expedited services. If delivery is not made within fifteen (15) days from the acknowledged delivery date, then Buyer may cancel its Purchase Order for the delayed Devices and will not be liable for payment of the delayed Devices or Services. Buyer will be

relieved from his Purchase Commitment in the amount equal to all orders canceled by Buyer due to this Section 3.6(c).

(d) LOT HOLDS AFTER PROCESS START. Buyer may place up to one hundred (100) Lots on hold at any one time by delivering to Supplier a written hold notice. After being held for a period of thirty (30) days, the Lots will be considered inactive and Buyer shall pay for all such Devices and/or Services in such Lots, as specified in Exhibit B. After Lots have been held for a period of ninety (90) days, Supplier has the right to dispose of the Lots.

3.7 MATERIALS. Supplier shall be responsible for procuring all materials required to manufacture the quantity of Devices and Services, as forecasted and ordered by Buyer. When purchasing such materials, Supplier shall, at a minimum, procure quantities of materials in such volume to cover shrinkage and scrap associated with the assembly, test processes and final packing. Notwithstanding the foregoing, Buyer shall be responsible pursuant to Section 5.l(b) for actual costs of material incurred by Supplier in procuring up to thirteen (13) weeks of Unique Material (including, without limitation, leadframes, substrates, trays).

3.8 SURGE CAPACITY. At any time after Buyer's submission of a Purchase Order, Buyer may request an increase in the number of Devices to be purchased or Services to be provided (an "INCREASE NOTICE"). If Buyer submits an Increase Notice for additional Devices or Services, in order to meet a Purchase Commitment, such additional orders on the Increase Notice will be accepted by Supplier. If Buyer submits an Increase Notice for additional Devices or Services that are not necessary to meet the Purchase Commitment, Supplier shall use reasonable commercial efforts to provide surge capacity and accept the Increase Notice so long as Buyer's aggregate daily production volume does not exceed 110% of the aggregate daily average production volume described in Buyer's then-current 13-week forecast. If Supplier cannot meet the delivery dates specified by Buyer in an accepted Increase Notice, Supplier shall promptly notify Buyer in writing and Buyer may, at its discretion, reduce or cancel such Increase Notice. Supplier shall use reasonable commercial efforts to deliver all such Devices and provide all such Services within the delivery dates specified. Notwithstanding the foregoing, Supplier shall not be obligated to provide surge capacity for any package style exceeding the total available capacity of the Supplier Manufacturing Facility as identified in this Section 3.8. Notwithstanding the above, surge capacity within package types will be limited to material availability (including without limitation, die availability) and Supplier will not be liable for its failure to provide surge capacity if material is not available due to reliance on Buyer's forecast.

3.9 RISK PRODUCTION. At Buyer's request, as mutually agreeable to both Parties, and subject to an applicable Purchase Order or Purchase Order Release, Supplier shall consider Buyer's request to provide Risk Production to Buyer. With all Purchase Orders for Risk Production, Buyer shall provide a written statement setting forth the risk factors or any special circumstances related to the Risk Production and specifying the Lot size and quantity of Risk Production which Buyer requests be provided. Supplier's acknowledgement, including modifications to such written statement included as part of Buyer's Purchase Order for Risk Production, shall be deemed Supplier's acknowledgement of such risks or circumstances. If the Parties cannot agree on the risk factors or any special circumstances related to the Risk Production, Buyer may cancel the applicable Purchase Order. Supplier shall use reasonable commercial efforts to provide processing of Risk Production consistent with its ongoing operations and other business. Risk Production is offered as a Service hereunder. WITHOUT LIMITATION, SUPPLIER EXTENDS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO RISK PRODUCTION BEYOND SUPPLIER'S UNDERTAKING TO USE REASONABLE COMMERCIAL EFFORTS IN THE COURSE OF THE MANUFACTURING OF RISK PRODUCTION. Without limitation, compliance with the Quality Specifications and Section 7.1 and Section 7.2 shall not apply to Risk Production.

3.10 REWORK. Upon Buyer's request and as accepted in Supplier's acknowledgement, Supplier shall provide Device rework Services for Buyer. Buyer shall pay Supplier, in accordance with the pricing set forth in Exhibit B, for rework Services performed by Supplier for any reason other than as required by Section 7. No warranty is provided by Supplier for such reworked devices. If pricing is not stated in Exhibit B, then the Parties shall mutually agree on costs and pricing for such rework processing.

3.11 NRE SERVICES. At Buyer's request, Supplier shall provide non-recurring engineering services for new packages, Devices or Services. The Parties shall negotiate in good faith the terms and conditions and any applicable costs associated with such engineering services.

4. DELIVERY AND ACCEPTANCE OF DEVICES.

4.1 DELIVERY PROCEDURE. All Devices shipped by Supplier to Buyer under this Mexicali Agreement will be accompanied by appropriate documentation regarding shipping location, Lot identification numbers, Buyer product number, quantity shipped, customer name, shipping date, and purchase order number and such other information reasonably requested by Supplier. At Buyer's option, shipped Devices may also include relevant testing data in either hard or soft copy, and may be accompanied by an exception report, to the extent that one exists.

(a) TITLE AND RISK OF LOSS. Buyer shall retain title and risk of loss for any and all die and other material provided by Buyer to Supplier for Manufacturing Services.

(b) SHIP ALERT. Supplier will use commercially reasonable efforts to provide Buyer with a ship alert within one (1) business day after a shipment is made. Such ship-alert will include the freight carrier, bill number, and number of boxes shipped, as well as the information provided on the packing list.

4.2 DEVICES. Supplier shall process all deliveries of Devices in inventory, and Devices provided by Buyer for Manufacturing Services, in accordance with the shipping instructions included in the Delivery Note or otherwise communicated to Supplier in writing. Supplier processing shall include those processes set forth in Exhibit I. Supplier shall use reasonable commercial efforts to complete all such processing within one (1) business day from the receipt of the Delivery Note.

4.3 DEVICE LOGISTICS. Supplier will provide handling and receiving services and finished goods storage for Buyer as further described in Exhibit I. Supplier shall use reasonable commercial efforts to complete all such processing within one (1) business day from the receipt of the goods. Upon Buyer's request and at no additional cost to Buyer, Supplier shall hold Devices in finished goods storage for a period not to exceed fifteen (15) months.

4.4 SHIPPING ARRANGEMENTS. Supplier will use commercially reasonable efforts to comply with any special shipping instructions specified on Buyer's Purchase Order or Buyers Delivery Note. In the absence of any such instructions, Supplier will determine the method of shipment and select the carrier. Buyer will pay, or reimburse Supplier for all shipping and handling charges. If Supplier is required to pay such charges to the carrier, Supplier will include such charges, as a line item in an invoice to Buyer and Buyer will pay such amount in accordance with Section 5.1(a).

5. PRICING AND PAYMENTS.

5.1 PRICING AND INVOICES.

(a) PAYMENTS FOR ORDERED DEVICES. Supplier will invoice Buyer for Devices and/or Services at the applicable Device or Service price calculated pursuant to Exhibit B in effect on the date of the invoice. Each such invoice shall be dated on or after the delivery into assembly finished goods or finished goods and shall be itemized as agreed to by both Parties. The Parties agree that the standards set forth in Exhibit B may be revised from time to time upon the mutual agreement of the Parties. Buyer will pay any amounts due on such invoices within thirty (30) days of receipt of the invoice.

(b) INACTIVE MATERIAL. Material purchased to support Buyer forecasts, as set forth in Section 3.8, which is not consumed within one hundred eighty (180) days of receipt will be considered "INACTIVE MATERIAL."

(i) Supplier may invoice Buyer for Supplier's cost of all Inactive Material and handling expenses and Buyer shall pay such invoice within thirty (30) days of its receipt. Upon receipt of such payment, the Inactive Material will then be segregated as Buyer furnished material and, if consumed between day one-hundred eighty one (181) and one (1) year of receipt by the Buyer, will be credited toward future assembly Purchase Orders at Supplier's cost as paid by Buyer.

(ii) Subject to receipt of payment, Inactive Material not consumed within one (1) year of receipt will, at Buyer's option, be scrapped processed for reclaim, or returned to Buyer.

(c) FINAL TEST YIELD RECONCILIATION. Supplier and Buyer shall perform a final test yield reconciliation to adjust test services pricing on a monthly basis. The actual yield will be compared with the financial standard yield. The yield variance will be calculated as the delta between the financial standard cost yield used for setting standards and the actual yield. Adjustments made to correct yield transactions should also be taken into consideration. A credit or debit memo will be issued from the Supplier to Buyer.

(d) MATERIAL PRICE REDUCTIONS. The Standard Price for materials in year two (2) will be the lower of five percent (5%) less than the Standard Price of the materials as of the Effective Date in year one (1) or the actual cost as determined at the end of year one (1). The Standard Price of materials in year three (3) will be the lower of five percent (5%) less than year two (2) Standard Price or the actual cost as determined at the end of year two (2).

(e) MATERIAL SAVINGS. Supplier shall credit to Buyer's account all Unique Material Savings. The mechanism by which Common Material Savings will be calculated is by the process of comparing the planned Purchase Order prices, shown in Exhibit B, with the invoice price. Common Material Savings shared will be based on activity volume. The percentage shared with Buyer will be equal to the Buyer assembly starts divided by the total assembly starts. Although material savings will be calculated as set forth above, price increases shall not be passed on to Buyer. The Parties will use reasonable commercial efforts to calculate the material savings on a monthly basis. However, by mutual agreement, the Parties may elect to calculate the material savings on a quarterly basis only.

5.2 CREDIT REQUIREMENTS. If based on a then-current credit report of a Buyer Spin-off, Supplier has an issue with the credit of such Buyer Spin-off, Supplier shall notify such Buyer Spin-off in writing of such issue and Buyer Spin-off shall have a period of sixty (60) days to resolve the credit issue. If such issue is not resolved within such sixty (60) day period, Supplier reserves the right to limit Buyer

Spin-off's purchases to a reasonable amount, such amount to be based on a then-current credit report of the Buyer Spin-off and mutually agreed to by Supplier and Buyer Spin-off. The foregoing shall apply to Buyer Spin-off, notwithstanding Buyer Spin-off entering into a separate agreement with Supplier and assuming the rights and obligations of "Buyer" hereunder. In addition, in the event Buyer (i.e., Conexant Systems, Inc.) does not make timely payment on Supplier's invoices and such issue is not resolved within sixty (60) days' of receipt of Supplier's written notice of such payment delays, Supplier reserves the right to limit Buyer's purchases to a reasonable amount, such amount to be based on a then-current credit report of Buyer and mutually agreed to by Supplier and Buyer.

5.3 COSTS. Except as otherwise provided herein or agreed to in writing by the Parties, each Party will be solely responsible for the costs and expenses it incurs in performing its obligations under this Mexicali Agreement.

5.4 TAXES. Buyer will be responsible for payment of any and all taxes or related governmental charges, including without limitation all sales, use, excise, and other taxes and duties ("TAXES") imposed on or arising from Buyer's purchase of Devices or Services under this Mexicali Agreement, excluding any Mexican IVA (value added) tax, duties, and taxes on the net income or net worth of Supplier. Based on the Parties' understanding that all Devices will be exported outside of Mexico, the Parties understand that no IVA or duties will be payable. In the event either Party's requirements cause IVA or duties to be assessed, such IVA and duties will be borne by the Party that causes the imposition of IVA or duties. Supplier shall use reasonable commercial efforts to minimize Taxes within Supplier's control. Taxes shall be specifically identified by Supplier as a separate line item on Supplier's invoices provided pursuant to Section 5.1. Upon Buyer's request, Supplier will provide Buyer with copies of official receipts for the payment of any such Taxes, and any other information and documents Buyer may reasonably request in order to verify the payment of such amounts to the appropriate governmental entity.

6. TRACKING AND REPORTING.

6.1 TRACKING. All Devices manufactured and delivered by Supplier to Buyer shall have backward and forward traceability, for a minimum period of two (2) years, sufficient to enable Supplier to identify (i) the processes and materials used in the manufacture of such Devices; (ii) the batches or Lots of such materials; and (iii) other Devices in the same or sequential Lots. Such information shall be provided to Buyer, upon Buyer's request.

6.2 REPORTING REQUIREMENTS. Supplier shall provide Buyer with the reports specified in Exhibit J in accordance with frequency or schedule set forth therein. All such reports shall be in writing and provided to Buyer in the form (e.g., electronic form) specified in Exhibit J or otherwise mutually agreed to in writing by the Parties.

6.3 RECORDS AND AUDITS. For the term of this Mexicali Agreement and for five (5) years thereafter, Supplier shall maintain complete, current and accurate records documenting all amounts charged to Buyer. To ensure compliance with the terms of this Mexicali Agreement, Buyer or its designated representative that is bound by a confidentiality agreement, shall have the right to conduct an inspection and audit of all the relevant manufacturing and accounting books and records of Supplier, and to obtain true and correct photocopies thereof, during regular business hours at Supplier's offices. Any and all information reviewed by Buyer, its representative or the third party auditor under this Section 6.3 is Confidential Information as described in Section 9 of this Mexicali Agreement. Buyer shall provide Supplier with at least thirty (30) days' advance notice of any such audit and the audit shall be conducted in a manner that does not unreasonably interfere with Supplier's normal business activities. In no event

shall such audits be conducted more frequently than once every year. If any such audit should disclose any overcharges, Supplier shall promptly reimburse Buyer for any overpaid amounts, together with interest thereon at four percent (4%) over the prime rate quoted from time to time in the Wall Street Journal, or the highest rate allowable by law, whichever is less, from the date such amount was paid until reimbursed by Supplier. If the audit reveals that Supplier has overcharged Buyer by five percent (5%) or more of the amounts paid during such audited period, then Supplier shall promptly reimburse Buyer for all actual expenses incurred by Buyer in connection with the audit.

7. WARRANTY AND DISCLAIMER.

7.1 DEVICE WARRANTY. For a period of ninety (90) days from the date of delivery (the "DEVICE WARRANTY PERIOD"), Supplier warrants that the Devices delivered hereunder will conform to the applicable Specifications, will be manufactured in accordance with the Quality Specifications specified in Exhibit D, and will be free from defects in material, manufacturing and workmanship. Supplier shall, at Buyer's option, promptly provide replacement Manufacturing Services relating to such defective Devices or credit Buyer's account for the amount paid by Buyer for such defective Devices. This warranty shall not apply to Devices which, after delivery to Buyer, have been (i) repaired or altered (except by, or under the direction of, Supplier) or (ii) damaged or subjected to abuse or misuse. Warranty claims hereunder shall be made by Buyer by making a written warranty claim within the Device Warranty Period. Except as otherwise instructed by Supplier, Buyer shall return all defective Devices to Supplier for inspection. Before returning Devices, Buyer shall request in writing and obtain a Return Materials Authorization ("RMA") number from Supplier, and Supplier shall be obligated to review such request and provide the RMA within two (2) business days of receipt of such request, and Buyer agrees to display such RMA number on the packaging of such returned Devices. Replacement Devices will be warranted in accordance with this Section 7.1. THE FOREGOING REPRESENTS BUYER'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY IN THE EVENT OF A BREACH OF THE DEVICE WARRANTY IN THIS SECTION 7.1.

7.2 SERVICES WARRANTY. For a period of ninety (90) days from completion of performance of the applicable Service (the "SERVICES WARRANTY PERIOD"), Supplier warrants that such Services will be provided in accordance with the performance metrics mutually agreed by the Parties including quality, yield, and Cycle Time and, in any event, in a professional and workmanlike manner. If, during the Services Warranty Period, Supplier is notified in writing of any breach of this warranty, then Supplier shall, at Buyer's option, and as Supplier's sole liability with respect to such breach of warranty, promptly re-perform such Services or credit Buyer for such Services. Re-performed Services will be warranted in accordance with this Section 7.2. THE FOREGOING REPRESENTS BUYER'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY IN THE EVENT OF A BREACH OF THE SERVICES WARRANTY IN THIS SECTION 7.2.

7.3 DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS MEXICALI AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR OTHERWISE, IN CONNECTION WITH THIS MEXICALI AGREEMENT OR ANY DEVICES OR SERVICES PROVIDED UNDER THIS MEXICALI AGREEMENT, AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NONINFRINGEMENT.

8. INDEMNIFICATION.

8.1 INDEMNIFICATION OBLIGATIONS.

(a) BUYER INDEMNITY. Buyer will defend at its own expense any claim, suit, or action (collectively, "CLAIMS") asserted or brought against Supplier by a third party to the extent that such Claim is based on a claim that Supplier's compliance with Buyer's specifications or designs in the production or sale of Devices or Services required the infringement of any United States or Mexican patent or misappropriation of any trade secret (a "BUYER INFRINGEMENT CLAIM"). Buyer will pay such damages awarded against Supplier by a court of competent jurisdiction, or agreed to in a monetary settlement of any such Claim by Buyer, to the extent that such damages are directly attributable to a Buyer Infringement Claim. Buyer's indemnification obligation will not apply to Buyer Infringement Claims that result from or are attributable to (a) any modifications, combinations, or improvements made to the design or specification as furnished to Supplier by Buyer (except for modifications, combinations and improvements requested by Buyer); or (b) use of the design or specification by Supplier for any purpose other than providing Devices or Manufacturing Services to Buyer, if such claim under (a) or (b) would not have arisen but for such modification, combination, improvement or use.

(b) SUPPLIER INDEMNITY. Supplier will defend at its own expense any Claims asserted or brought against Buyer by a third party to the extent that such Claim is based on a claim that Supplier's technology, equipment, or methods used to manufacture the Devices or to provide the Services infringes any United States or Mexican patent or misappropriates any trade secret (a "SUPPLIER INFRINGEMENT CLAIM"). Supplier will pay such damages awarded against Buyer by a court of competent jurisdiction, or agreed to in a monetary settlement of any such Claim by Supplier, to the extent that such damages are directly attributable to a Supplier Infringement Claim. Supplier's indemnification obligation will not apply to Supplier Infringement Claims that result from, or are attributable to: (a) compliance with Buyer's designs or specifications; (b) any modifications, combinations, or improvements made to the Devices after delivery to Buyer; or (c) use of the Devices or Services for any unintended purpose, if such claim under (a), (b) or (c) would not have arisen but for such compliance, modifications, combination, improvement or use. In the event the Devices or Services are deemed to infringe and their manufacture, use or sale is enjoined, Supplier shall, at its option, either (i) arrange for Buyer to have the right to continue using the Devices or receiving the Services, or (ii) provide replacements for the Devices or Services with non-infringing comparable devices or services meeting Buyer's requirements. If neither of the foregoing in (i) or (ii) are commercially practicable, then Supplier shall accept return of the Devices, discontinue the Services, and refund Buyer's purchase price in respect of the Devices and/or Services, as the case may be.

8.2 CONDITIONS. The obligations of the indemnifying Party (the "INDEMNIFYING PARTY") under this Section 8 with respect to a Buyer Infringement Claim or Supplier Infringement Claim (as applicable) (an "INFRINGEMENT CLAIM") are subject to the following conditions: (a) the indemnified Party (the "INDEMNIFIED PARTY") must promptly notify the Indemnifying Party in writing of such Infringement Claim; (b) the Indemnifying Party must have sole control of the defense and settlement of the Infringement Claim; and (c) the Indemnified Party must fully cooperate with and provide reasonable assistance to the Indemnifying Party in the defense and settlement of such Infringement Claim (which includes furnishing to the Indemnifying Party all evidence in the possession of the Indemnified Party that is relevant to such Infringement Claim). Solely to the extent a proposed settlement or stipulated judgment adversely affects the Indemnified Party, the Indemnifying Party will not accept a settlement or stipulated judgment of any Buyer Infringement Claim or Supplier Infringement Claim (as applicable) without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed. The Indemnifying Party will have no liability under this Section 8 for any costs, losses,

liabilities, or damages resulting from the willful acts of the Indemnified Party or any settlement or compromise incurred or made by the Indemnified Party without the Indemnifying Party's prior written consent. The Indemnified Party will have the right to participate, at its own expense, in the defense or settlement of the Infringement Claim.

8.3 SOLE AND EXCLUSIVE REMEDY. THIS SECTION 8 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT, VIOLATION, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY ARISING FROM OR RELATING TO THIS MEXICALI AGREEMENT. EACH PARTY'S OBLIGATIONS UNDER THIS SECTION 8 ARE SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10.

9. CONFIDENTIALITY.

9.1 CONFIDENTIALITY OBLIGATIONS. The receiving Party ("RECIPIENT") will hold the Confidential Information of the disclosing Party ("PROVIDER") in strict confidence and, except as set forth herein or allowed under Section 9.2, will not disclose, provide, or otherwise make available such Confidential Information to any person other than Recipient's employees and independent contractors who need to have access to such Confidential Information in order for the Recipient to exercise its rights or perform its obligations under this Mexicali Agreement. The Recipient will inform each such employee and independent contractor of the Recipient's confidentiality obligations under this Mexicali Agreement, and will ensure that each such employee and independent contractor has signed a non-disclosure agreement containing terms no less restrictive than the terms of this Section 9. Each Party will be liable for any breach of this Section 9.1 by any of its employees or independent contractors. The Recipient will use the Provider's Confidential Information solely to exercise its rights or perform its obligations under this Mexicali Agreement and for no other purpose. The Recipient will protect the confidentiality of the Provider's Confidential Information using at least the same efforts Recipient uses to protect its own confidential and proprietary information of similar nature, but in no event less than reasonable efforts. The Recipient will return the Provider's Confidential Information to the Provider promptly upon the Provider's request or termination of this Mexicali Agreement; provided that, if the Recipient has continuing rights or obligations or liabilities under this Mexicali Agreement, the Recipient may retain a copy of any Provider Confidential Information reasonably required to exercise its rights or perform such obligations solely for the period of time required to meet such obligations. Supplier acknowledges and agrees that Buyer may disclose the Confidential Information of Supplier to Buyer Subsidiaries and employees of such Buyer Subsidiaries, in accordance with the restrictions set forth above and Buyer will be liable for any breach of this Section 9.1 by such Buyer Subsidiaries or its employees.

9.2 EXCEPTIONS. Disclosure of Confidential Information will be permitted to the extent required to comply with a valid order of a court or governmental authority with jurisdiction over the Recipient, provided that the Provider has been given timely notice of such requirement and that the Recipient must cooperate with the Provider to limit the scope and effect of such order. The Recipient's obligations under Section 9.1 with respect to any Confidential Information of the Provider will terminate if and when the Recipient can prove by clear and convincing evidence that such Confidential Information (i) was rightfully in possession of the Recipient, without restriction, prior to disclosure; (ii) was rightfully received by the Recipient without restriction from a third party not owing a duty of confidentiality to the Provider; (iii) is generally available to the public without fault of the Recipient; or (iv) is independently created by the Recipient.

9.3 CONFIDENTIALITY OF THIS MEXICALI AGREEMENT. Neither Party will disclose any terms of this Mexicali Agreement to anyone other than (i) its attorneys, accountants, and other professional

advisors under a duty of confidentiality; (ii) its subsidiaries, spin-offs, and, in the event of a merger or acquisition, prospective successor, all of the foregoing under a duty of confidentiality; and (iii) as required by law or pursuant to a mutually agreeable press release.

9.4 INJUNCTIVE RELIEF. Each Party acknowledges and agrees the other Party would suffer irreparable harm for which monetary damages would be an inadequate remedy if there were a breach of obligations under Section 9.1. Each Party further acknowledges and agrees that equitable relief, including injunctive relief, would be appropriate to protect the other Party's rights and interests if such a breach were to arise, were threatened, or were asserted.

10. LIMITATIONS OF LIABILITY.

10.1 DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS MEXICALI AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS MEXICALI AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 LIABILITY LIMITATION. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED BELOW, IN NO EVENT WILL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY TO THE OTHER ARISING OUT OF OR RELATING TO THIS MEXICALI AGREEMENT, INCLUDING ANY APPLICABLE PENALTIES, EXCEED THE GREATEST OF: (a) $250,000 OR (b) THE AGGREGATE OF ALL AMOUNTS PAID AND OWED TO SUPPLIER PURSUANT TO THIS MEXICALI AGREEMENT DURING THE PRECEDING 12-MONTH PERIOD. BUYER'S LIABILITY FOR PURCHASE COMMITMENTS AS DEFINED IN SECTION 2.1(a) WILL NOT BE LIMITED BY THIS SECTION 10.2. THIS LIMITATION ON LIABILITY IS CUMULATIVE WITH ALL PAYMENTS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THE LIMIT.

10.3 BASIS OF BARGAIN. EACH PARTY ACKNOWLEDGES THAT THE MUTUAL LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS MEXICALI AGREEMENT AND THAT EACH PARTY WOULD NOT ENTER INTO THIS MEXICALI AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

11. TERM AND TERMINATION.

11.1 TERM. This Mexicali Agreement will take effect on the Effective Date and will remain in effect for a period of three (3) years from the Effective Date (the "INITIAL TERM"), unless earlier terminated in accordance with this Section 11. Following the Initial Term, this Mexicali Agreement may be renewed for additional one-year renewal terms (each a "RENEWAL TERM"), upon mutual agreement of the Parties.

11.2 TERMINATION. This Mexicali Agreement, or any Purchase Order issued hereunder, may be terminated as follows:

(a) immediately upon written agreement of the Parties;

(b) immediately upon the expiration of the ninety (90) day cure period, if a Party materially breaches any section of this Supply Agreement and such breach is not cured within ninety (90) days after written notice of such breach is furnished by the non-breaching Party;

(c) by either Party, at its discretion immediately upon providing written notice to the other Party, if within any period of twelve (12) months there are five (5) or more material breaches or failures by the other Party that would constitute grounds for termination pursuant to this Section 11.2 (without giving effect to cure periods), regardless of whether such breaches or failures were cured within the applicable cure periods and provided that: (i) such repeated material breaches collectively have a material impact on the non-breaching Party's business, and (ii) the Parties have failed to satisfactorily resolve the material breach issue in accordance with the escalation procedure set forth in Section 12.3;

(d) subject to Section 2.2(e), immediately in the event of any closure of the Supplier Manufacturing Facility;

(e) by Buyer upon six (6) months written notice in the event of a sale, transfer, assignment or other change-of-control of the Supplier Manufacturing Facility to a third party that is reasonably determined to be a Competitor of Buyer or its affiliates;

(f) by Buyer upon eighteen (18) months written notice in the event of a sale, transfer, assignment or other change-of-control of the Supplier Manufacturing Facility to any third party; and

(g) immediately upon written notice by either Party, at its discretion, if (i) the other Party becomes insolvent, admits in writing its inability to pay its debts as they become due, or files or has filed against it any proceeding in bankruptcy or for reorganization under any federal bankruptcy law or similar state law, or has any receiver appointed for all or a substantial part of such Party's assets or business, or makes any assignment for the benefit of its creditors, or enters into any other proceeding for debt relief, and such proceeding is not dismissed within sixty (60) days of filing; (ii) the other Party dissolves, liquidates, or institutes any proceedings for the liquidation or winding up of its business or for the termination of its corporate charter; or (iii) the other Party ceases to conduct its business in the ordinary course.

11.3 EFFECT OF TERMINATION. The rights and obligations under Sections 1 (Definitions), 5 (Pricing and Payments), 7 (Warranty and Disclaimer), 8 (Indemnification), 9 (Confidentiality), 10 (Limitations of Liability), 11.3 (Effect of Termination), and 12 (General) will survive termination or expiration of this Mexicali Agreement for any reason. Buyer's obligations under Section 2.1(a) (Purchase Commitments) with respect to any final partial quarter of the term shall also survive, and be equitably determined pursuant to Section 2 by prorating the annual and/or quarterly Purchase Commitments, as the case may be.

11.4 TERMINATION OF BUYER SPIN-OFF AGREEMENTS. In addition to the termination rights set forth in Section 11.2, Supplier shall have the right to terminate without cause a Buyer Spin-off Agreement entered into pursuant to Section 2.1(e) upon six (6) months prior written notice to such Buyer Spin-off in the event such Buyer Spin-off is merged with or acquired by an entity that is reasonably deemed to be a Competitor of Supplier; provided that Supplier will continue to manufacture, supply, and provide to Buyer Spin-off, in accordance with the Device and Service purchase procedures of such Buyer Spin-off Agreement, any Devices or Services ordered by such Buyer Spin-off for delivery prior to the expiration of such six (6) month period. This Section 11.4 shall be incorporated in the Buyer Spin-off Agreements and

shall apply to Buyer Spin-offs, notwithstanding such Buyer Spin-offs assuming the rights and obligations of "Buyer" under this Agreement.

12. GENERAL.

12.1 NO AGENCY. Under this Mexicali Agreement (i) each Party will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other Party; (ii) neither Party may create any obligations or responsibilities on behalf of or in the name of the other Party; and (iii) neither Party will hold itself out to be a partner, employee, franchisee, representative, servant, or agent of the other Party.

12.2 GOVERNING LAW; VENUE AND JURISDICTION. This Mexicali Agreement will be governed by, subject to, and construed in accordance with the internal laws of the State of California, as such laws apply to contracts between California residents performed entirely within California. Venue for any dispute however arising under this Mexicali Agreement shall be in Orange County, California and both Parties hereby consent to the jurisdiction of the State and Federal Courts in Orange County, California. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Mexicali Agreement.

12.3 DISPUTE RESOLUTION AND ESCALATION.

(a) In the event that any dispute, claim or controversy (collectively, a "DISPUTE") arises out of or relates to any provision of this Mexicali Agreement or the breach, performance or validity of invalidity thereof, an appropriate authorized manager of Buyer and an appropriate authorized manager of Supplier shall attempt a good faith resolution of such Dispute within thirty (30) days after either Party notifies the other Party of such Dispute. If such Dispute is not resolved within thirty (30) days of such notification, such Dispute will be referred for resolution to Supplier's President and Buyer's Chief Executive Office. Should they be unable to resolve such Dispute within thirty (30) days following such referral to them, or within such other time as they may agree, Supplier and Buyer shall submit such Dispute to binding arbitration, initiated and conducted in accordance with the then-existing American Arbitration Association Commercial Arbitration Rules, before a single arbitrator selected jointly by Supplier and Buyer. If Supplier and Buyer cannot agree upon the identity of an arbitrator within ten (10) days after the arbitration process is initiated, then the arbitration shall be conducted before three (3) arbitrators, one (1) selected by Buyer and, one (1) selected by Supplier, and the third selected by the first two. The arbitration shall be conducted in the County of Orange, California and shall be governed by the United States Arbitration Act, 9 USC Sections 116, and judgment upon the award may be entered by any court having jurisdiction thereof. The arbitrator(s) shall have case management authority and shall resolve the Dispute in a final award within one hundred eighty (180) days from the commencement of the arbitration action, subject to any extension of time thereof allowed by the arbitrators upon good cause shown. There shall be no appeal from the arbitral award, except for fraud committed by an arbitrator in carrying out his or her duties under the aforesaid rules; otherwise the Parties irrevocably waive their rights to judicial review of any Dispute arising out of or related to this Mexicali Agreement. Notwithstanding the foregoing, either Party may pursue immediate equitable relief in the event of a breach of Section 9 or an alleged violation or misappropriation of the intellectual property rights of either Party.

(b) During any period in which the Parties are resolving a Dispute pursuant to this Section 12.3, the Parties shall continue to provide the Devices and Services pursuant to the terms of this Mexicali Agreement; provided, however, that if the Parties jointly determine that any such Devices or Services shall be suspended during the period in which the Parties are resolving a Dispute, then the deadlines and time periods in which such Devices or Services are to be provided pursuant to this Mexicali

Agreement (as described herein) shall be extended for the same amount of time as the Devices or Services were suspended.

12.4 THIRD-PARTY BENEFICIARIES. Except for Buyer Spin-offs, there are no third party beneficiaries of this Mexicali Agreement. Except for the rights of Buyer Spin-offs to purchase Devices and Services from Supplier at the pricing established under this Mexicali Agreement, no section of this Mexicali Agreement, express or implied, is intended or will be construed to confer upon or give to any customer or other person other than the Parties any rights, remedies, or other benefits under or by reason of this Mexicali Agreement.

12.5 COMPLIANCE WITH LAW. The Parties will at all times comply with all applicable foreign, U.S., state, and local laws, rules and regulations relating to the execution, delivery and performance of this Mexicali Agreement. Each Party agrees that it will not export or reexport, resell, ship, provide, or divert or cause to be exported or reexported, resold, shipped, provided, or diverted directly or indirectly any software, documentation, or technical data, nor any Device or Service to any country or to any person or entity for which the government (or any agency thereof) of the United States, or any foreign sovereign government with competent jurisdiction requires an export license or other governmental approval without first obtaining such license or approval.

12.6 FORCE MAJEURE. Neither Party shall be liable for failure or delay in performance of its obligations under this Mexicali Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, or other catastrophe. If a Party's performance under this Mexicali Agreement is affected by a force majeure event, such Party shall give prompt written notice of such event to the other Party and shall at all times use its reasonable commercial efforts to mitigate the impact of the force majeure event on its performance under this Mexicali Agreement. In the event of a force majeure event as described in this Section that affects either or both Parties' ability to perform under this Supply Agreement, the Parties agree to cooperate in good faith in order to resume the transactions contemplated by this Supply Agreement as soon as commercially possible to the extent commercially reasonable.

12.7 AMENDMENT; LATER AGREEMENT. This Mexicali Agreement may not be amended, modified, or supplemented by the Parties in any manner, except by an instrument in writing signed by Buyer and Supplier and specifically reciting that it amends this Mexicali Agreement. No purchase order or acknowledgement will amend this Mexicali Agreement. All matters designated herein as subject to agreement of the Parties must be agreed upon in a writing signed by authorized representatives of both Parties for such agreement to be effective.

12.8 NOTICES. Any notice, consent, approval, or other communication intended to have legal effect to be given under this Mexicali Agreement (other than a purchase order or invoice) must be in writing and will be delivered (as elected by the Party giving such notice): (i) personally; (ii) by postage prepaid registered or certified airmail, return receipt requested; (iii) by express courier service providing proof of delivery; or (iv) by facsimile with a confirmation copy deposited prepaid with an express courier service. Unless otherwise provided herein, all notices will be deemed to have been duly given on: (y) the date of receipt (or if delivery is refused, the date of such refusal) if delivered personally, by mail, or by express courier; or (z) one (1) business day after receipt by telecopy if the telecopy was accompanied by the mailing of the notice via courier service. Each Party may change its address for purposes hereof on not less than three (3) days' prior notice to the other Party. Notice hereunder will be sent to the following addresses:

If to Buyer, to:	If to Supplier, to:
Conexant Systems, Inc.	Alpha Industries, Inc.
4311 Jamboree Road	25 Computer Drive
Newport Beach, CA 92660-3095	Haverhill, MA 01832-1236
Attn: Chief Executive Officer	Attn: President

With a copy:

If to Buyer, to:	If to Supplier, to:
Conexant Systems, Inc.	Alpha Industries, Inc.
4311 Jamboree Road	25 Computer Drive
Newport Beach, CA 92660-3095	Haverhill, MA 01832-1236
Attn: General Counsel	Attn: General Counsel

12.9 ASSIGNMENT. Except as otherwise expressly provided in this Mexicali Agreement, neither Party shall assign or transfer this Mexicali Agreement or all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other Party which shall not be unreasonably refused or delayed. Notwithstanding the foregoing and provided such entity is not a Competitor of the other Party, either Party may assign this Mexicali Agreement in whole or in part (i) to any Subsidiary; (ii) to a successor of such Party in the event of a merger or acquisition of such Party; or (iii) to a successor of any portion of the business of such Party resulting from a divestiture of such business, and constituting the Supplier Manufacturing Facility in the case of Supplier, or constituting all of Buyer's business(es) purchasing the Devices and Services in the case of Buyer, and the other Party's consent to any of the foregoing assignments will not be required. Any subsequent assignment by an assignee, by operation of law or otherwise, requires the prior written consent of the non-assigning Party. Any unauthorized assignment or transfer shall be null and void. This Mexicali Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

12.10 WAIVER. If a Party fails to insist on performance of any of the terms and conditions, or fails to exercise any of its rights or privileges of this Mexicali Agreement, such failure will not constitute a waiver of such terms, conditions, rights, or privileges.

12.11 SEVERABILITY. If the application of any section or sections of this Mexicali Agreement to any particular facts or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, then: (i) the validity and enforceability of such section or sections as applied to any other particular facts or circumstances and the validity of other sections of this Mexicali Agreement will not in any way be affected or impaired thereby; and (ii) such section or sections will be reformed without further action by the Parties and only to the extent necessary to make such section or sections valid and enforceable when applied to such particular facts and circumstances.

12.12 COUNTERPARTS AND FACSIMILE. This Mexicali Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute one and the same instrument. The Parties intend that each Party will receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile copy of this Mexicali Agreement, including the signature pages hereto, will be deemed to be an original.

12.13 RULES OF CONSTRUCTION. As used in this Mexicali Agreement, all terms used in the singular will be deemed to include the plural, and vice versa, as the context may require. The words "hereof," "herein," and "hereunder" refer to this Mexicali Agreement as a whole, including the attached

exhibits, as the same may from time to time be amended or supplemented, and not to any subdivision in this Mexicali Agreement. When used in this Mexicali Agreement, unless otherwise expressly stated, "including" means "including, without limitation" and "discretion" means sole discretion. Unless otherwise expressly stated, when a Party's approval or consent is required under this Mexicali Agreement, such Party may grant or withhold its approval or consent in its discretion. References to "Section" or "Exhibit" will be to the applicable section or exhibit of this Mexicali Agreement. Descriptive headings are inserted for convenience only and will not be utilized in interpreting the Mexicali Agreement. This Mexicali Agreement has been negotiated by the Parties and reviewed by their respective counsel and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party.

12.14 ENTIRE AGREEMENT. As to the subject matter hereof: (i) this Mexicali Agreement, including its exhibits, sets forth the entire agreement between Buyer and Supplier; (ii) no promise, inducement, understanding, or agreement not expressly contained herein has been made; and (iii) this Mexicali Agreement merges and supersedes any and all previous agreements, understandings, and negotiations between the Parties.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Mexicali Agreement as of the Effective Date by the undersigned duly authorized representatives of each Party.

CONEXANT SYSTEMS, INC.	ALPHA INDUSTRIES, INC.
By: /s/ Dennis E. O'Reilly	By: /s/ Paul E. Vincent
Name: Dennis E. O'Reilly	Name: Paul E. Vincent
Title: Senior Vice President, General Counsel & Secretary	Title: Vice President and Chief Financial Officer

EXHIBIT A - CYCLE TIMES

AVERAGE DEVICES PROCESS CYCLE TIME FOR BROADBAND PRODUCTS:

Device Assembly Cycle time	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Device Test	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Post Test (Includes Bake *)	[CONFIDENTIAL TREATMENT REQUESTED]/*/

* Bake parts at 125(degree)C +/- 5(degree)C for time specified per QS03-0805

These Cycle Times are for planning purposes only and not an obligation for delivery, but the company will work to meet these Cycle Times. The assembly cycle time will start from Die attach to operation 485 and for test will be from test issue room (output) to the receiving operation (885) in finish good.

Note:
Lots that require engineering analysis will not be considered for cycle time calculation

AVERAGE DEVICES PROCESS CYCLE TIME FOR MINDSPEED PRODUCTS:

Queue Time 1	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Assembly Cycle time	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Queue Time 2	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Test Cycle time	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Packing time	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Queue Time 3	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TOTAL	[CONFIDENTIAL TREATMENT REQUESTED]/*/

Note:
Lots that require engineering analysis will not be considered for cycle time calculation

Lead Time:	From Lot created in PROMIS to the day placed in to MSPD FG inventory.
Queue Time 1:	From 1st day in Mexicali to the day of Assy Start in Dieattach.
Assy C/T:	From day of Assy start Dieattach to out day of QA 485 last stage @ Assy
Queue Time 2:	Time between last stage of Assy and first time of Mextest Area.
Test C/T:	From 1st day @ test area to last stage of Post Test Op.(Bake/scanner)
Packing Time:	From Last stage of Post Test Op. to the day of acceptance in to CNXT SAP
Queue Time 3:	From the day of acceptance in CNXT SAP to Shipment to MSPD.

AVERAGE TAPE AND REEL CYCLE TIME

Average Tape/Reel Cycle Time	[CONFIDENTIAL TREATMENT REQUESTED]/*/

EXHIBIT B - PRICING

The Parties may change these costs by mutual written agreement in the event of any errors in calculating or if there is a greater than 15% change in test times.

YIELD ASSEMBLY COST

PARTNAME	PARTID	YIELDED ASSEMBLY COST
06815-25-A-002-A	06815-25-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06815-36-A-003-A	06815-36-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06827-14-A-024-A	06827-14-A-024-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06829-11-A-001-A	06829-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06830-16-A-010-A	06830-16-A-010-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06830-16-A-012-A	06830-16-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06831-12-A-002-A	06831-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06832-11-A-001-A	06832-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06832-12-A-002-A	06832-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06834-11-A-001-A	06834-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06834-12-A-002-A	06834-12-A-002-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06835-14-A-002-A	06835-14-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06835-25-A-001-A	06835-25-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06836-11-A-011-A	06836-11-A-011-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
07202-11-A-001-A	07202-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11235-14-A-003-A	11235-14-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11246-12-A-001-A	11246-12-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11247-11-A-011-A	11247-11-A-011-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11247-12-A-012-A	11247-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11252-11-A-011-A	11252-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11252-15-A-015-A	11252-15-A-015-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11473-12-A-001-A	11473-12-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11558-11-A-001-A	11558-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11562-11-A-001-A	11562-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11577-11-A-001-A	11577-11-A-001-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11596-21-A-002-A	11596-21-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11609-11-A-001-A	11609-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11614-71-A-013-A	11614-71-A-013-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11614-72-A-014-A	11614-72-A-014-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11614-81-A-015-A	11614-81-A-015-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11614-82-A-016-A	11614-82-A-016-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11623-20-A-005-A	11623-20-A-005-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11627-31-A-031-A	11627-31-A-031-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11634-11-A-001-A	11634-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11661-11-A-001-A	11661-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20415-11-A-001-A	20415-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20431-21-A-001-A	20431-21-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20437-11-A-001-A	20437-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20438-11-A-011-A	20438-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

20441-11-A-001-A	20441-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20463-11-A-001-A	20463-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20468-21-A-001-A	20468-21-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24105-13-A-001-B	24105-13-A-001-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24106-15-A-002-C	24106-15-A-002-C.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24110-11-A-001-A	24110-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24408-16-A-002-A	24408-16-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24942-13-A-001-B	24942-13-A-001-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25473-12-A-001-A	25473-12-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25473-13-A-001-A	25473-13-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25827-14-A-004-B	25827-14-A-004-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25829-18-A-007-B	25829-18-A-007-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25835-14-A-004-A	25835-14-A-004-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25852-11-A-001-C	25852-11-A-001-C.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25860-14-A-002-A	25860-14-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25861-14-A-002-A	25861-14-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25864-19-A-005-A	25864-19-A-005-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25865-17-A-004-A	25865-17-A-004-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25865-17-A-004-B	25865-17-A-004-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25868-16-A-004-B	25868-16-A-004-B.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25869-15-A-003-C	25869-15-A-003-C.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25869-16-A-004-B	25869-16-A-004-B.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
30988-11-A-001-A	30988-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
30991-13-A-002-A	30991-13-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
30999-11-A-001-A	30999-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31004-11-A-001-A	31004-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31005-11-A-001-A	31005-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31008-11-A-001-A	31008-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31010-11-A-001-A	31010-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31015-11-A-001-A	31015-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
88168-12-A-002-A	88168-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
C7504-12-A-012-A	C7504-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
C7505-12-A-012-A	C7505-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
C8103-13-A-002-A	C8103-13-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
D9450-13-A-002-A	D9450-13-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
D9450-14-A-006-A	D9450-14-A-006-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
D9450-15-A-001-A	D9450-15-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L1902-11-A-011-A	L1902-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2701-12-A-002-A	L2701-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2701-15-A-005-A	L2701-15-A-005-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2702-12-A-002-A	L2702-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2702-15-A-005-A	L2702-15-A-005-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2800-38-A-001-A	L2800-38-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2800-40-A-001-A	L2800-40-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L3903-54-A-162-A	L3903-54-A-162-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L5502-11-A-001-A	L5502-11-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P2106-21-A-001-A	P2106-21-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/

P2106-22-A-002-A	P2106-22-A-002-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P2107-11-A-001-A	P2107-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P4601-11-A-001-A	P4601-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P5200-12-A-012-A	P5200-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P5200-12-A-022-A	P5200-12-A-022-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P8773-91-A-001-A	P8773-91-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P9373-11-A-001-A	P9373-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P9373-12-A-002-A	P9373-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P9573-11-A-001-A	P9573-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1060-16-A-001-A	R1060-16-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6522-33-A-001-A	R6522-33-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6641-15-A-012B	R6641-15-A-012B.05	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6642-25-A-009-A	R6642-25-A-009-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6645-18-A-001-A	R6645-18-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-12-A-001-B	R6653-12-A-001-B.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-13-A-002-A	R6653-13-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-15-A-004-A	R6653-15-A-004-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-16-A-005-A	R6653-16-A-005-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-20-A-009-A	R6653-20-A-009-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6657-14-A-004-A	R6657-14-A-004-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6657-16-A-007-A	R6657-16-A-007-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6664-12-A-002-A	R6664-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6675-58-A-030-A	R6675-58-A-030-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6682-28-A-004-A	R6682-28-A-004-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6686-11-A-001-A	R6686-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-20-A-003-A	R6713-20-A-003-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-22-A-004-A	R6713-22-A-004-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-24-A-134-A	R6713-24-A-134-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-26-A-135-A	R6713-26-A-135-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-27-A-136-A	R6713-27-A-136-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-29-A-138-A	R6713-29-A-138-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6715-14-A-004-A	R6715-14-A-004-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6719-11-A-019-A	R6719-11-A-019-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6719-12-A-014-A	R6719-12-A-014-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6719-12-A-020-A	R6719-12-A-020-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6732-13-A-002-AA	R6732-13-A-002-AA.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6732-13-A-003-A	R6732-13-A-003-A.04	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-14-A-014A	R6753-14-A-014-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-15-A-006-A	R6753-15-A-006-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-50-A-050-A	R6753-50-A-050-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-72-A-072-A	R6753-72-A-072-A.04	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-85-A-085-A	R6753-85-A-085-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-86-A-086-A	R6753-86-A-086-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-13-A-003-A	R6758-13-A-003-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-14-A-001-A	R6758-14-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-15-A-002-A	R6758-15-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-16-A-004-A	R6758-16-A-004-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/

29.

R6764-21-A-121-A	R6764-21-A-121-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-24-A-024-A	R6764-24-A-024-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-26-A-126-A	R6764-26-A-126-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-28-A-127-A	R6764-28-A-127-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-29-A-029-A	R6764-29-A-029-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-38-A-038-A	R6764-38-A-038-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-61-A-261-B	R6764-61-A-261-B-01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-62-A-362-B	R6764-62-A-362-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-63-A-263-A	R6764-63-A-263-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-65-A-165-B	R6764-65-A-165-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-67-A-167-A	R6764-67-A-167-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-68-A-168-A	R6764-68-A-168-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-69-A-069-A	R6764-69-A-069-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-69-A-069-B	R6764-69-A-069-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6766-21-A-002-A	R6766-21-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6768-11-A-001-A	R6768-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6768-12-A-002-A	R6768-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6771-22-A-003-A	R6771-22-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6775-12-A-203-C	R6775-12-A-203-C.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-11-A-001-A	R6781-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-12-A-003-A	R6781-12-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-13-A-006-A	R6781-13-A-006-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-14-A-007-A	R6781-14-A-007-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-21-A-002-A	R6781-21-A-002-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-22-A-004A	R6781-22-A-004A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-32-A-008-A	R6781-32-A-008-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-33-A-001-A	R6781-33-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-34-A-003-A	R6781-34-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-18-A-091-B	R6785-18-A-091-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-19-A-093-A	R6785-19-A-093-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-21-A-028-A	R6785-21-A-028-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-24-A-089-A	R6785-24-A-089-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-25-A-090-A	R6785-25-A-090-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-26-A-030-A	R6785-26-A-030-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6789-22-A-022-A	R6789-22-A-022-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6789-41-A-041-A	R6789-41-A-041-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6789-44-A-044-A	R6789-44-A-044-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6789-52-A-052-A	R6789-52-A-052-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6790-22-A-022-A	R6790-22-A-022-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-11-A-131-A	R6793-11-A-131-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-12-A-222-A	R6793-12-A-222-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-15-A-015-A	R6793-15-A-015-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-17-A-017-A	R6793-17-A-017-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-42-A-042-A	R6793-42-A-042-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6795-11-A-111-A	R6795-11-A-111-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6795-12-A-112-A	R6795-12-A-112-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6797-40-A-040-A	R6797-40-A-040-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/

R6797-55-A-055-A	R6797-55-A-055-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RF105-12-A-002-B	RF105-12-A-002-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RF109-12-A-001-A	RF109-12-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RF109-12-A-001-B	RF109-12-A-001-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RM501-14-A-003-A	RM501-14-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
USR90-11-A-011-A	USR90-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
USR90-12-A-012-A	USR90-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

TEST COSTS

THIS COST INCLUDES LEADSCAN/BAKE/AND SHIPPING COST

* ALSO, THERE WILL BE AN ADDITIONAL CHARGE FOR TAPE AND REEL IF THERE IS A REQUEST FOR A REPACK.

PARTNAME	PARTID	TEST COST > (ROUNDED)
06815-25-A-002-A	06815-25-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06815-36-A-003-A	06815-36-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06827-14-A-024-A	06827-14-A-024-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06829-11-A-001-A	06829-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06830-16-A-010-A	06830-16-A-010-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06830-16-A-012-A	06830-16-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06831-12-A-002-A	06831-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06832-11-A-001-A	06832-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06832-12-A-002-A	06832-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06834-11-A-001-A	06834-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06834-12-A-002-A	06834-12-A-002-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06835-14-A-002-A	06835-14-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06835-25-A-001-A	06835-25-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06836-11-A-011-A	06836-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
06836-11-A-011-A	06836-11-A-011-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
07202-11-A-001-A	07202-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11235-14-A-003-A	11235-14-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11246-12-A-001-A	11246-12-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11247-11-A-011-A	11247-11-A-011-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11247-12-A-012-A	11247-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11252-11-A-011-A	11252-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11252-15-A-015-A	11252-15-A-015-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11473-12-A-001-A	11473-12-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11558-11-A-001-A	11558-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11562-11-A-001-A	11562-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11577-11-A-001-A	11577-11-A-001-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11596-21-A-002-A	11596-21-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11609-11-A-001-A	11609-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11614-71-A-013-A	11614-71-A-013-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11614-72-A-014-A	11614-72-A-014-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

11614-81-A-015-A	11614-81-A-015-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11614-82-A-016-A	11614-82-A-016-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11623-20-A-005-A	11623-20-A-005-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11627-31-A-031-A	11627-31-A-031-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11634-11-A-001-A	11634-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
11661-11-A-001-A	11661-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20415-11-A-001-A	20415-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20431-21-A-001-A	20431-21-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20437-11-A-001-A	20437-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20438-11-A-011-A	20438-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20441-11-A-001-A	20441-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20463-11-A-001-A	20463-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
20468-21-A-001-A	20468-21-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24105-13-A-001-B	24105-13-A-001-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24106-15-A-002-C	24106-15-A-002-C.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24110-11-A-001-A	24110-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24408-16-A-002-A	24408-16-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
24942-13-A-001-B	24942-13-A-001-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25459-13-A-002-BO	25459-13-A-002-BO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25473-12-A-001-A	25473-12-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25473-13-A-001-A	25473-13-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25827-14-A-004-B	25827-14-A-004-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25829-18-A-007-B	25829-18-A-007-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25835-14-A-004-A	25835-14-A-004-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25852-11-A-001-C	25852-11-A-001-C.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25860-14-A-002-A	25860-14-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25861-14-A-002-A	25861-14-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25864-19-A-005-A	25864-19-A-005-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25865-17-A-004-A	25865-17-A-004-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25865-17-A-004-B	25865-17-A-004-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25868-16-A-004-B	25868-16-A-004-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25868-16-A-004-B	25868-16-A-004-B.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25868-16-A-004-BO	25868-16-A-004-BO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25868-16-A-004-BO	25868-16-A-004-BO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
25871-15-A-004-BO	25871-15-A-004-BO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
30988-11-A-001-A	30988-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
30991-13-A-002-A	30991-13-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
30999-11-A-001-A	30999-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31004-11-A-001-A	31004-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31005-11-A-001-A	31005-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31008-11-A-001-A	31008-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31010-11-A-001-A	31010-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31015-11-A-001-A	31015-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
88168-12-A-002-A	88168-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
C7504-12-A-012-A	C7504-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
C7505-12-A-012-A	C7505-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
C8103-13-A-002-A	C8103-13-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

D9450-13-A-002-A	D9450-13-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
D9450-14-A-006-A	D9450-14-A-006-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
D9450-15-A-001-A	D9450-15-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L1902-11-A-011-A	L1902-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2701-12-A-002-A	L2701-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2701-15-A-005-A	L2701-15-A-005-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2702-12-A-002-A	L2702-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2702-15-A-005-A	L2702-15-A-005-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2800-38-A-001-A	L2800-38-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L2800-40-A-001-A	L2800-40-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L3903-54-A-162-A	L3903-54-A-162-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
L5502-11-A-001-A	L5502-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P2106-21-A-001-A	P2106-21-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P2106-22-A-002-A	P2106-22-A-002-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P2107-11-A-001-A	P2107-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P4601-11-A-001-A	P4601-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P5200-12-A-012-A	P5200-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P5200-12-A-022-A	P5200-12-A-022-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P8773-91-A-001-A	P8773-91-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P9373-11-A-001-A	P9373-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P9373-12-A-002-A	P9373-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P9573-11-A-001-A	P9573-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1060-16-A-001-A	R1060-16-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6522-33-A-001-A	R6522-33-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6641-15-A-012B	R6641-15-A-012B.05	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6642-25-A-009-A	R6642-25-A-009-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6645-18-A-001-A	R6645-18-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-12-A-001-B	R6653-12-A-001-B.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-13-A-002-A	R6653-13-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-15-A-004-A	R6653-15-A-004-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-16-A-005-A	R6653-16-A-005-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6653-20-A-009-A	R6653-20-A-009-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6657-14-A-004-A	R6657-14-A-004-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6657-16-A-007-A	R6657-16-A-007-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6664-12-A-002-A	R6664-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6675-58-A-030-A	R6675-58-A-030-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6682-28-A-004-A	R6682-28-A-004-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6686-11-A-001-A	R6686-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-20-A-003-A	R6713-20-A-003-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-22-A-004-A	R6713-22-A-004-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-24-A-134-A	R6713-24-A-134-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-26-A-135-A	R6713-26-A-135-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-27-A-136-A	R6713-27-A-136-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6713-29-A-138-A	R6713-29-A-138-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6715-14-A-004-A	R6715-14-A-004-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6719-11-A-019-A	R6719-11-A-019-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6719-12-A-014-A	R6719-12-A-014-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

R6719-12-A-020-A	R6719-12-A-020-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6732-13-A-002-AA	R6732-13-A-002-AA.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6732-13-A-003-A	R6732-13-A-003-A.04	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-14-A-014-A	R6753-14-A-014-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-15-A-006-A	R6753-15-A-006-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-50-A-050-A	R6753-50-A-050-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-72-A-072-A	R6753-72-A-072-A.04	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-85-A-085-A	R6753-85-A-085-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6753-86-A-086-A	R6753-86-A-086-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-13-A-003-A	R6758-13-A-003-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-14-A-001-A	R6758-14-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-15-A-002-A	R6758-15-A-002-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6758-16-A-004-A	R6758-16-A-004-A.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-21-A-121-A	R6764-21-A-121-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-24-A-024-A	R6764-24-A-024-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-26-A-126-A	R6764-26-A-126-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-28-A-127-A	R6764-28-A-127-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-29-A-029-A	R6764-29-A-029-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-38-A-038-A	R6764-38-A-038-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-61-A-261-B	R6764-61-A-261-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-62-A-362-B	R6764-62-A-362-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-63-A-263-A	R6764-63-A-263-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-65-A-165-B	R6764-65-A-165-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-67-A-167-A	R6764-67-A-167-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-68-A-168-A	R6764-68-A-168-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-69-A-069-A	R6764-69-A-069-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6764-69-A-069-B	R6764-69-A-069-B.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6766-21-A-002-A	R6766-21-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6768-11-A-001-A	R6768-11-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6768-12-A-002-A	R6768-12-A-002-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6771-22-A-003-A	R6771-22-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6775-12-A-203-C	R6775-12-A-203-C.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-11-A-001-A	R6781-11-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-12-A-003-A	R6781-12-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-13-A-006-A	R6781-13-A-006-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-14-A-007-A	R6781-14-A-007-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-21-A-002-A	R6781-21-A-002-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-32-A-008-A	R6781-32-A-008-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-33-A-001-A	R6781-33-A-001-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6781-34-A-003-A	R6781-34-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-18-A-091-B	R6785-18-A-091-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-19-A-093-A	R6785-19-A-093-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-21-A-028-A	R6785-21-A-028-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-24-A-089-A	R6785-24-A-089-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-25-A-090-A	R6785-25-A-090-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6785-26-A-030-A	R6785-26-A-030-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6789-22-A-022-A	R6789-22-A-022-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

R6789-41-A-041-A	R6789-41-A-041-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6789-44-A-044-A	R6789-44-A-044-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6789-52-A-052-A	R6789-52-A-052-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6790-22-A-022-A	R6790-22-A-022-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-11-A-131-A	R6793-11-A-131-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-12-A-222-A	R6793-12-A-222-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-15-A-015-A	R6793-15-A-015-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-17-A-017-A	R6793-17-A-017-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6793-42-A-042-A	R6793-42-A-042-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6795-11-A-111-A	R6795-11-A-111-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6795-12-A-112-A	R6795-12-A-112-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6797-40-A-040-A	R6797-40-A-040-A.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6797-55-A-055-A	R6797-55-A-055-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RF105-12-A-002-B	RF105-12-A-002-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RF109-12-A-001-A	RF109-12-A-001-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RF109-12-A-001-B	RF109-12-A-001-B.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RM501-14-A-003-A	RM501-14-A-003-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
USR90-11-A-011-A	USR90-11-A-011-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
USR90-12-A-012-A	USR90-12-A-012-A.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	10485-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	11239-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	11242-11-A-011-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	11552-13-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	11572-11-A-101-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	11573-12-A-003-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	11577-12-A-002-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	24106-16-A-003-AO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	24108-20ES-A-013-AO.04	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25121-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25218-12-A-002-AO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25252-11-A-001-AO.03	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25254-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25261-11-A-001-AO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25458-13-A-002-AO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25458-14-A-002-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25481-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25485-13-A-002-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25485-14-A-002-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25497-13-A-002-BO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25498-12-A-001-CO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25498-14-A-002-BO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25858-11-A-001-BO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25866-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	25869-16-A-004-CO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	31001-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	31003-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
	31006-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

31006-12-A-002-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31009-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
31023-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P2106-23-A-003-AO.02	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P5100-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
P5200-14-A-014-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R6744-11-A-001-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RF110-12-A-002-AO.01	[CONFIDENTIAL TREATMENT REQUESTED]/*/

MINDSPEED ASSEMBLY AND TEST COST

MINDSPEED PART	SKYWORKS SAP TEST PART	ASSY COST	TEST COST-MEX
J20462-14P-001AT		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20464-12P-001AT	J20464-12P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20464-13P-001AT		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20464-15P-004AT	J20464-15P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20472-12P-001AT	J20472-12P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20501-12P-002AT	J20501-12P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28110-12-001AT	J28110-12-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28235-15-003AT	J28235-15-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28250-23ES-004AT	J28250-23ES-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28300-12-001AT	J28300-12-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28330-13-002AT	J28330-13-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28331-18-005AT	J28331-18-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28332-15-001BT	J28332-15-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28332-18-005AT	J28332-18-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28333-18-006AT		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28333-34-005AT	J28333-34-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28346-12-003AT	J28346-12-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28348-12-003AT	J28348-12-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28360-12-001AT	J28360-12-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28365-13-001AT	J28365-13-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28398-25-007AT	J28398-25-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28398-27-009AT	J28398-27-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28471-16-001AT	J28471-16-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28472-16-005BT	J28472-16-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28475-17-003AT	J28475-17-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28475-18-004AT	J28475-18-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28476-17-003AT	J28476-17-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28476-18-004AT	J28476-18-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28477-17-003AT	J28477-17-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28477-17R-003AT	J28477-17R-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28477-18-004AT	J28477-18-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28478-17-003AT	J28478-17-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28478-17R-003AT	J28478-17R-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28478-18-004AT	J28478-18-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28510-14-001AT	J28510-14-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/

J28920-13-002AAT	J28920-13-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28945-13-001AT	J28945-13-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28945-13-002AT		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28945-33-001AT	J28945-33-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28945-33-002AT		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28953-17-001BT		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28953-19-003BT	J28953-19-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28970-14-003AT	J28970-14-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J60083-15-002AT	J60083-15-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J60083-15P-002AT	J60083-15P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J60083-15P-AT		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J80310-11R-001AT	J80310-11R-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J80310-11R-001AT2		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JM28331-34-004AT	JM28331-34-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JM28332-34-004AT	JM28332-34-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JM28333-34-005AT	JM28333-34-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JR1905-2P-001AT	JR1905-2P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JR7181-38-008AT	JR7181-38-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J60077-11-AT	J60077-11-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J11952-22-001A	J11952-22-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20462-13P-001AO	J20462-13P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20462-14P-001AO	J20462-14P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J20464-13P-001AO	J20464-13P-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28234-13-005B	J28234-13-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28342-11-002A	J28342-11-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28343-11-002A	J28343-11-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28344-11-002A	J28344-11-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28344-11ES-002A	J28344-11ES-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28370-22-008A	J28370-22-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28370-23-008A	J28370-23-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28375-16-004E	J28375-16-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28376-16-004D	J28376-16-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28392-25-002A	J28392-25-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28394-17-001A	J28394-17-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28394-25-003A	J28394-25-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28395-25-002A	J28395-25-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28395-26-002A	J28395-26-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28398-26-008A	J28398-26-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28952-11-001A	J28952-11-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28952-12-001A	J28952-12-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28953-17-001B	J28953-17-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28953-17-001BP		[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28953-18-002B	J28953-18-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28954-13-002A	J28954-13-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
J28956-21-004B	J28956-21-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JL8565-16-006A	JL8565-16-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JR6707-11-001A	JR6707-11-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/

JR6786-24-004A	JR6786-24-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JR7132-16-002A	JR7132-16-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
JR7133-28-006A	JR7133-28-MTEST	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/

CONEXANT UNIQUE MATERIALS

PART NUMBER	CATEGORY	ITEM	TYPE	DESCRIPTION	SAP STD / PRICE
19032M02-005	Unique	Epoxy	Broadband	SYRINGE/500GR	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19032M02-009	Unique	Epoxy	Broadband	EPOXY D/A TQFP CRM1079B	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19032M02-01	Unique	Epoxy	Broadband	D/A 84-1LMIS 36GR/SRY	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19032M02-013	Unique	Epoxy	Broadband	EPOXY D/A HYP TE-111-6R5 15G/S	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19032V02-027	Unique	Epoxy	Broadband	D/A EPOXY 8361J 36GR/SRY	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D139-003	Unique	Leadframes	Broadband	40PD1-N2- 200X200 R65,11473,5	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D140-005	Unique	Leadframes	Broadband	X-40PD1-N4- 210X230 11471	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D140-007	Unique	Leadframes	Broadband	x 40PD1-N6- 260X266 11476,R151	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D150-031	Unique	Leadframes	Broadband	64QU1-W4- 320X310 11951,41,R1	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D163-005	Unique	Leadframes	Broadband	68PL1-Y2,Y4-300X300 (-011) C	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D163-007	Unique	Leadframes	Broadband	68PL1-Y5- 260X260(-021)28952,	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D163-009	Unique	Leadframes	Broadband	X-68PL1-YE- 430X430 L8565	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D204-031	Unique	Leadframes	Broadband	X-64QU2-WI- DUAL R6636-11	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D206-021	Unique	Leadframes	Broadband	X-84PL1-43- 360X360 25458, 115	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D206-031	Unique	Leadframes	Broadband	x84PL1-44- 400X400 11490-17,11	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D206-041	Unique	Leadframes	Broadband	84PL1-45- 275X275 C2900,L3903	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D209-001	Unique	Leadframes	Broadband	68PL2-Y6- DUAL R6622,41,R6781	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D217-001	Unique	Leadframes	Broadband	x84HYP3-40- HYPAC R6741,42,61,	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D219-001	Unique	Leadframes	Broadband	X-68PL2-Y0- DUAL R6638-12	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D219-003	Unique	Leadframes	Broadband	X-68PL2-YF- DUAL R6715-13	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D224-001	Unique	Leadframes	Broadband	68PL2-YA- DUAL R6653,42	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D229-001	Unique	Leadframes	Broadband	X-80PQ1-51- 320X320 L7905,11	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D229-005	Unique	Leadframes	Broadband	80PQ1-55- 260X260 L26,L39,258	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D229-007	Unique	Leadframes	Broadband	X-80PQ1-57- 370X370	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D229-011	Unique	Leadframes	Broadband	80PQ1-CX11646-11	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D232-001	Unique	Leadframes	Broadband	100PQ2-1A- DUAL R6657/64/86	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D238-001	Unique	Leadframes	Broadband	68HYP2-2A- R6682, R6713,49,67	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D238-003	Unique	Leadframes	Broadband	68HYP2-2A R6713,49,67 HYPAC	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D241-003	Unique	Leadframes	Broadband	100PQ1-1D- 275X275 25827,24108	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D243-001	Unique	Leadframes	Broadband	100PQ2-1B- DUAL R6673,83	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D246-001	Unique	Leadframes	Broadband	X-100PQ2-1F- DUAL R6646	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D251-001	Unique	Leadframes	Broadband	144TQ1-4A- 310X310 C75,C73,116	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D251-007	Unique	Leadframes	Broadband	144TQ1-4D- 350X350 11661,561,	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D283-001	Unique	Leadframes	Broadband	32TQ1-8A- 10497,25832,52,RF10	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D269-001	Unique	Leadframes	Broadband	128TQ1-BA- 360X360 L19XX,L27XX	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D269-005	Unique	Leadframes	Broadband	128TQ1-BC- 401X504 P2106-XX	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D269-009	Unique	Leadframes	Broadband	x128TQ1-BJ- 6X6mm	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D272-001	Unique	Leadframes	Broadband	100PQ2-1J- DUAL R6675,31	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D274-003	Unique	Leadframes	Broadband	80PQ2-52- DUAL R6732-13 GaAs	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D286-001	Unique	Leadframes	Broadband	48TQ1-PA- 180x180 RF100	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D286-013	Unique	Leadframes	Broadband	48TQ1-PH- 3.5x3.5 24105-12.1	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D286-015	Unique	Leadframes	Broadband	48TQ1-3.302x3.302 11634-11	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D290-003	Unique	Leadframes	Broadband	X-100PQ2-1L- DUAL R6714	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D291-001	Unique	Leadframes	Broadband	X-144TQ2-4J- DUAL	[CONFIDENTIAL TREATMENT REQUESTED]/*/

GP00-D355-003	Unique	Leadframes	Broadband	52PQ1-K4- 25865	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D357-001	Unique	Leadframes	Broadband	144TQ2-4K- DUAL R6775,76,85	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D357-003	Unique	Leadframes	Broadband	144TQ2-4P- DUAL R6785	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D363-003	Unique	Leadframes	Broadband	176TQ1-4Y- 8X8mm 11229	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D363-009	Unique	Leadframes	Broadband	176T81-4X- 6x6 (11235/11236)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D363-013	Unique	Leadframes	Broadband	176TQ1-4S- 10x10 (P4900-11)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D445-001	Unique	Leadframes	Broadband	X-144TQ2-4L- DUAL R6766	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D451-003	Unique	Leadframes	Broadband	64TQ1-W10- TQFP -20424-riptid	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D455-001	Unique	Leadframes	Broadband	100PQ2-1W- DUAL R6753	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D455-003	Unique	Leadframes	Broadband	x 100PQ2-1N- DUAL R6815-11	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D457-001	Unique	Leadframes	Broadband	100PQ2-1Y- DUAL R6764,89	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D457-003	Unique	Leadframes	Broadband	100PQ2-1Z- DUAL R6719	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D457-005	Unique	Leadframes	Broadband	100PQ2-9D- (CX06832-12)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D459-001	Unique	Leadframes	Broadband	128TQ2-BG- DUAL R6758	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D463-003	Unique	Leadframes	Broadband	144T82-4N- DUAL R6793,94	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D463-005	Unique	Leadframes	Broadband	144T82-4R- DUAL r6795-11,12	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D463-007	Unique	Leadframes	Broadband	x144T82-xx- DUAL new from -00	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D463-009	Unique	Leadframes	Broadband	144LQFP-4G-Mono (CX06834-11	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D463-011	Unique	Leadframes	Broadband	144LQFP-4AA- Mono (CX06834-1	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D477-003	Unique	Leadframes	Broadband	128TQ2-BK- DUAL 80m R6819-11-S	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D531-001	Unique	Leadframes	Broadband	100TQ1-9L- vTQFP 7.7x7.7mm	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D531-003	Unique	Leadframes	Broadband	100TQ1-9N- VTQFP (14 X 14X1mm)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D531-003-S	Unique	Leadframes	Broadband	100VTQFP Stamped (14 X 14X1mm)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D531-005	Unique	Leadframes	Broadband	100TQ1-CX82500- VTQFP (14 X 14	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D591-001	Unique	Leadframes	Broadband	144LQ1-4AC- 3.440X3.4mm CX068	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D591-003	Unique	Leadframes	Broadband	144LQ1-CX06833-XX	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D635-001	Unique	Leadframes	Broadband	128LQ1 CX80900-11	[CONFIDENTIAL TREATMENT REQUESTED]/*/

CONEXANT UNIQUE MATERIALS - CONTINUED

PART NUMBER	CATEGORY	ITEM	TYPE	DESCRIPTION	SAP STD / PRICE
GP00-D689-001	Unique	Leadframes	Broadband	176LQFP-4ZA- (CX06835-25)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D691-001	Unique	Leadframes	Broadband	100TQ2-9J- (CX06836-11)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-002A	Unique	Molding Compound	Broadband	6300HG 55mmX98g 40L/64L/68L/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-002B	Unique	Molding Compound	Broadband	6300HG 14mmX3.5g B0L/100L	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-002C	Unique	Molding Compound	Broadband	6300HG 55mmX75g 40L/64L/68L/8	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-003A	Unique	Molding Compound	Broadband	6300HJ 18mmX9.5g 68L TOWA	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-003B	Unique	Molding Compound	Broadband	6300HJ 14mmX6.1g 100L TOWA	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-013B	Unique	Molding Compound	Broadband	6650E 55mmX 104g 40L DIP/64L	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-013C	Unique	Molding Compound	Broadband	6650E 14mmX3.7g 80L/100L (Man	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-020C	Unique	Molding Compound	Broadband	x7720HB 14X6.7g LGA 6x6(.16g)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-013A	Unique	Molding Compound	Broadband	6650E 18MMX10GR. (68L TOWA)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR00-D609-003	Unique	PCB's	Broadband	X- BOARD 84 LEADS R6639	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR00-D613-003	Unique	PCB's	Broadband	BOARD 68L, R6640/44/45	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR00-D623-001	Unique	PCB's	Broadband	BOARD 68L, R6682/R6684	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR01-D700-001	Unique	PCB's	Broadband	BOARD 68L, R6695,97/R8725	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR01-D712-001	Unique	PCB's	Broadband	BOARD 68L, R6735,36	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR02-D500-003	Unique	PCB's	Broadband	BOARD 68L, R675,46,49,50,59,60	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR02-D506-001	Unique	PCB's	Broadband	BOARD 68L, R6713, R6717	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR02-D513-001	Unique	PCB's	Broadband	BOARD 68L, R6767	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR02-D514-001	Unique	PCB's	Broadband	X-BOARD 68L, R6769,70,79,80	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR02-D515-001	Unique	PCB's	Broadband	X-BOARD 84 LEADS R6761,R6762	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR02-D516-001	Unique	PCB's	Broadband	BOARD 84 LEADS R6751,52	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR02-D545-001	Unique	PCB's	Broadband	HYPAC BOARD 84L	[CONFIDENTIAL TREATMENT REQUESTED]/*/

COMMON MATERIAL

PART NUMBER	CATEGORY	ITEM	TYPE	DESCRIPTION	SAP STD / PRICE
19014M11-19	Common	Gold Wire	Shared	GOLD WIRE 1.25MILS NORMAL	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19014M11-21	Common	Gold Wire	Shared	GOLD WIRE 1.2MILS LOW LOOP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19014M11-21-DC	Common	Gold Wire	Shared	GOLD WIRE 1.2MILS LOW LOOP - 3	[CONFIDENTIAL TREATMENT REQUESTED]/*/

19098V89-011A	Common	Molding Compound	Shared	7351LS 14mmX5.5g 176(2.75g)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-011B	Common	Molding Compound	Shared	7351LS 14mmX3.9g 144L/48L/32L	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-013D	Common	Molding Compound	Shared	6650E 14mmX6.5g 100L (Auto Mo	[CONFIDENTIAL TREATMENT REQUESTED]/*/

MINDSPEED RAW MATERIAL COSTS

PART NUMBER	CATEGORY	ITEM	TYPE	DESCRIPTION	SAP STD/PRICE
GP00-D456-001	Unique	Leadframes	Mindspeed	100PQ2-1X-DUAL R6786	[CONFIDENTIAL TREATMENT REQUESTED]/*/
GP00-D547-003	Unique	Leadframes	Mindspeed	144 ETQ2-4H-(Topaz) 28342-43/4	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-007B	Unique	Compound Molding	Mindspeed	6710 48mmX80g 20L/24L (GaAs MA 7720HL 14mmX4.1g BGA 27mm	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-012A	Unique	Compound Molding	Mindspeed	TOWA 7720HL 14mmX5.7g BGA 35mm	[CONFIDENTIAL TREATMENT REQUESTED]/*/
19098V89-012B	Unique	Compound	Mindspeed	TOWA	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D111-001	Unique	PCB's	Mindspeed	X-BGA BOARD 144L R7 130	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D116-001	Unique	PCB's	Mindspeed	X-BGA BOARD	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D118-001	Unique	PCB's	Mindspeed	X-BGA BOARD	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D138-001	Unique	PCB's	Mindspeed	BGA BOARD 268L R7133-28	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D146-001	Unique	PCB's	Mindspeed	BGA BOARD 268L	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D149-001	Unique	PCB's	Mindspeed	X-340 BGA Board CSMV/6(M23/P88	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D151-001	Unique	PCB's	Mindspeed	X-BGA BOARD 340L R7138	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D158-001	Unique	PCB's	Mindspeed	X-BGA BOARD 268L	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D161-001	Unique	PCB's	Mindspeed	xBGA BOARD (TRIPAC) R7177, R71	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D168-001	Unique	PCB's	Mindspeed	BGA BOARD 400 (DDP/8 CSM K56)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D174-001	Unique	PCB's	Mindspeed	X-BGA BOARD 318L 27mm (use D1	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D176-003	Unique	PCB's	Mindspeed	BGA BOARD 318L 27mm (Replace"	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D179-001	Unique	PCB's	Mindspeed	340 BGA Board CSMV (M24/P94) R	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D182-001	Unique	PCB's	Mindspeed	X-R7155 BGA BOARD	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D183-001	Unique	PCB's	Mindspeed	BGA BOARD 256L 27mm (Peak-7) R	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D191-001	Unique	PCB's	Mindspeed	X-BGA BOARD (TRIPAC) R7178,	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D306-001	Unique	PCB's	Mindspeed	BGA BOARD 388L	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D485-001	Unique	PCB's	Mindspeed	X-BGA BOARD 272L	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D485-003	Unique	PCB's	Mindspeed	BGA BOARD 272L 28228-11, 16 BGA BOARD 388L 35mm	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D525-003	Unique	PCB's	Mindspeed	(28234/282	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D605-001	Unique	PCB's	Mindspeed	BGA BOARD 264L 27MM (4 Layer)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D655-001	Unique	PCB's	Mindspeed	X-340 BGA CSM6V M24/P96 R7181	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D885-001	Unique	PCB's	Mindspeed	BGA BOARD 264L 27MM (4 Layer)	[CONFIDENTIAL TREATMENT REQUESTED]/*/
TR03-D905-001	Unique	PCB's	Mindspeed	BGA BOARD, 27MM - (MFC2000; P	[CONFIDENTIAL TREATMENT REQUESTED]/*/

PROTOTYPE ASSEMBLY CHARGES (NOT INCLUDING LABOR)

PROTOTYPE PRICING:

The prototype charge consist of three parts; a flat per lot charge of $350, a per unit charge, and a material cost charge. The prototype pricing per unit charge starts with the same standard cost or purchase order price subtracting any labor costs. These prices are shown in this Exhibit B. At the end of the month the labor cost per unit is calculated by taking the total labor costs and dividing by the number of prototype units. The per unit labor charge is then added to the per unit charge shown in this Exhibit B. The material is charged based on the amount and cost removed from the stockroom. For the test charge, the standard cost per platform is used as shown in Exhibit F.

PACKAGE CODE	PACKAGE TYPE	PROTOTYPE PACKAGE COST YIELDED WITH OUT LABOR (OH)
020TQ1	20L TQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
024TQ1	24L PQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
032TQ1	32L LQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
048TQ1	48L LQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
040PD1	40L DIP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
064TQ1	64L LQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
064QU1	64L QUIP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
064QU2	64L Monopac	[CONFIDENTIAL TREATMENT REQUESTED]/*/
068PL1	68L PLCC	[CONFIDENTIAL TREATMENT REQUESTED]/*/
068PL2	68L Monopac	[CONFIDENTIAL TREATMENT REQUESTED]/*/
084PL1	84L PLCC	[CONFIDENTIAL TREATMENT REQUESTED]/*/
068HY3	68L Hypac 3 die	[CONFIDENTIAL TREATMENT REQUESTED]/*/
068HY4	68L Hypac 4 die	[CONFIDENTIAL TREATMENT REQUESTED]/*/
084HY3	84L Hypac 3 die	[CONFIDENTIAL TREATMENT REQUESTED]/*/
052PQ1	52L PQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
080PQ1	80L PQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
080PQ2	80L Monopac	[CONFIDENTIAL TREATMENT REQUESTED]/*/
100TQ1	100L TQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
100PQ1	100L PQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
100PQ2	100L Monopac	[CONFIDENTIAL TREATMENT REQUESTED]/*/
128TQ1	128L LQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
128TQ2	128L LQFP Mono	[CONFIDENTIAL TREATMENT REQUESTED]/*/
128T81	128L LQ 80 Micron	[CONFIDENTIAL TREATMENT REQUESTED]/*/
144TQ1	144L LQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
144TQ2	144L LQ Monopac	[CONFIDENTIAL TREATMENT REQUESTED]/*/
144T82	144L LQ 80 Micron	[CONFIDENTIAL TREATMENT REQUESTED]/*/
176TQ1	176L LQFP	[CONFIDENTIAL TREATMENT REQUESTED]/*/
176T81	176L LQ 80 Micron	[CONFIDENTIAL TREATMENT REQUESTED]/*/

EXHIBIT C - MANUFACTURING SERVICES

1. All Services will be provided to Buyer by Supplier in accordance with specifications provided by Buyer and in accordance with Supplier Manufacturing Operating Procedures.

2. Manufacturing Services will include assembly, final testing, and post-test processing of Devices produced by Supplier manufacturing facility of the type provided by Buyer prior to the Effective Date.

3. Engineering Activities and Test Boards.

a. Buyer will be responsible for its own packaging engineering activities, including design form, fit, and function.

b. First article final test interface boards and handler kits are to be provided by Buyer within thirty (30) days of release of a new Device. Complete drawings and specifications are to be provided by Buyer to Supplier prior to the release of hardware to Supplier for testing.

4. Finished Goods Inventory Storage. The Services will include storage of Buyer's product, which was manufactured at a Supplier facility, until such time as Buyer directs Supplier to ship the Products. Finished goods inventory shall be limited to invoiced and built deliverables, and shall be transferred to Buyer upon the occurrence of either expiration or termination of this Agreement, whichever is earlier. This finished goods inventory storage will be provided at no charge to Buyer.

EXHIBIT D - QUALITY SPECIFICATIONS

19551G15	Mexicali Quality Manual
19592U09	Incoming inspection procedure
19592U12	Control and disposition of material and non-conforming material
19592U01	General process procedure
FGN5603	Receiving, packaging, and product storage into Finish Good

EXHIBIT E - PURCHASE COMMITMENTS

The take or pay commitments in spending in listed below for year 1. There is no take or pay for Unique Material and Common Material. The take or pay is based on the quarterly rates, shown in Exhibit F and activity shown in Exhibit G. The take or pay is same as the planned absorption for the quarter for Buyer (referred to in the table below as "CNXT").

	Q4-02	Q1-03	Q2-03	Q3-03
CNXT Absorption	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
Total Absorption	[CONFIDENTIAL TREATMENT REQUESTED]/*/			

EXHIBIT F - ASSEMBLY, TEST AND SHIPPING QUARTERLY RATES

QUARTERLY ASSEMBLY RATES

PACKAGE TYPES	Q4'02 PKG TYPE JULY-SEPT 2/4 SDF	Q1'03 PKG TYPE OCT-DEC 2/4 SDF	Q2'03 PKG TYPE JAN-MARCH 2/4 SDF	Q3'03 PKG TYPE APRIL-JUNE 2/4 SDF	STD. COST RATE AVG. FOR YEAR 2-4 SDF
020TQ1					
024TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
032TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
048TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
040PD1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
064TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
064QU1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
064QU2	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
068PL1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
068PL2	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
084PL1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
068HY3	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
068HY4	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
084HY3	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
052PQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
080PQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
080PQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
100TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
100PQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
100PQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
128TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
128TQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
128T81	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
144TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
144TQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
144T82	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
176TQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
176T81	[CONFIDENTIAL TREATMENT REQUESTED]/*/				

QUARTERLY TEST RATES

PLATFORM	Q4-2 JULY-SEPT ($/HR)	Q1-03 OCT-DEC ($/HR)	Q2-03 JAN-MARCH ($/HR)	Q3-03 APRIL-JUNE ($/HR)	STD. COST RATE AVG. FOR YEAR ($/HR)
LTX					
Trillium	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
Synchro	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
HP84K	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
Fast PA	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
Teradyne	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
Catalyst	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
System Test	[CONFIDENTIAL TREATMENT REQUESTED]/*/				
Lead Scan					

Cost/Unit	[CONFIDENTIAL TREATMENT REQUESTED]/*/
Bake and Shipping Cost/Unit	[CONFIDENTIAL TREATMENT REQUESTED]/*/

EXHIBIT G - TAKE OR PAY ACTIVITY

PACKAGE TYPES	CONEXANT TAKE OR PAY ACTIVITY-ASSEMBLY START PER DAY Q4-02	Q1-03	Q2-03	Q3-03
032TQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
048TQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
040PDl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
064TQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
064QUl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
064QU2	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
068PLl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
068PL2	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
084PLl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
068HY3	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
068HY4	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
084HY3	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
052PQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
080PQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
080PQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
1OOTQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
1OOPQ1	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
1OOPQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
128TQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
128TQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
128T81	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
144TQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
144TQ2	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
144T82	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
176TQl	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
176T81	[CONFIDENTIAL TREATMENT REQUESTED]/*/			

QUARTERLY CONEXANT TEST TAKE OR PAY HOURS

CONEXANT HOURS PLATFORM	Q4-02 JULY-SEPT ($/HR)	Q1-03 OCT-DEC ($/HR)	Q2-03 JAN-MARCH ($/HR)	Q3-03 APRIL-JUNE ($/HR)
LTX	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
Trillium	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
Synchro	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
HP84000	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
Fast PA	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
Teradyne	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
Catalyst	[CONFIDENTIAL TREATMENT REQUESTED]/*/			
System	[CONFIDENTIAL TREATMENT REQUESTED]/*/			

EXHIBIT H - [INTENTIONALLY LEFT BLANK]

EXHIBIT I - DELIVERY AND LOGISTICS

The Supplier will comply with any special shipping instructions specified on Buyer's Purchase Orders.

1. The Supplier will receive Delivery Note or Reservation from Buyer's Customer Logistics Group; the supplier will Pick and pack Delivery Note according to document FGN5604, instructions and Guides for Packers.

2. The Supplier will Post Delivery Note and prepare US and Mexican Customs paperwork on Buyer's SAP system. The supplier will transport goods to Mexican Custom Brokers office for Mexican Export Pedimento preparation.

3. The Supplier will then transport goods to the US Custom Brokers local office for US Customs Import Declaration preparation.

Additional shipping details are as follows:

(a) Shipping services shall include, (as specified by Buyer), tape and reel handling and packaging for delivery in accordance with appropriate packaging specifications provided by Buyer, box and hold, if specified) preparing required shipping paperwork.

(b) Supplier shall be responsible for preparing and including in each shipment the following shipping paperwork prepared on buyer's SAP system: airway bill from freight forwarder export documentation customs clearance documentation and packing list, barcode labeling, and any other paperwork agreed to by the Parties. Supplier will also update all systems for Supplier and Buyer databases as necessary to support the shipping function. This would include, but not be limited to; Delivery Notes, reservations, scrap requests and all internal systems such as SAP, Promis, Die Manager, and Pack-a-way and external systems as FedEx, DHL, UPS, Emery, etc., provided that Buyer will be responsible for continued support for the following systems: Die Manager and Pack-a-way. Supplier shall also, upon request, provide Buyer with information related to shipment metrics, including, but not limited to: quantity of shipments, type of shipments, etc.

(c) To the extent not otherwise specifically provided for in this Exhibit I, the policies and procedures governing the shipping services provided by Supplier to Buyer hereunder shall be consistent with those policies and procedures set forth in Buyer's standard operating procedures (NPB SOP-0156) as in effect immediately prior to the Effective Date. The Parties may negotiate in good faith from time to time to revise such procedures as deemed necessary by either of the Parties. In the event of any conflict between the terms of this Agreement and such standard operating procedures, the terms of this Agreement shall control. Buyer shall be responsible for obtaining all governmental approvals, , and notifying Supplier of all procedures required for compliance with any laws or regulations pertaining to the shipment or export of any products or materials; provided, however, that Supplier shall be responsible for confirming, prior to effecting any shipment, that such approvals, etc. have been obtained.

EXHIBIT J - REPORTS

AREA	REPORT DESCRIPTION	CAPABILITY IN PLACE	FREQUENCY	FORMAT
Assembly	End to end Assembly yield and Pareto failures	Yes	Monthly	Excel
	Assembly yield by package type	Yes	Monthly	Excel
	Assembly Cycle time	Yes	Monthly	Excel
	Assembly Cycle time by package type	Yes	Monthly	Excel
	SMT Yield	Yes	Monthly	Excel
Test/PE	Overall Test yield and pareto failures	Yes on Web	Monthly	Excel
	Test yield by product type and pareto failures	Yes on Web	Monthly	Excel
	Low yield lot disposition	Yes on Web	Monthly	Excel
	Electrical PPM by product	Yes on Web	Monthly	Excel
	Overall Test Cycle time	Yes will be on Web	Monthly	Excel
	Test Cycle time by package type	Yes will be on Web	Monthly	Excel
QA	Cpk on critical operations	Yes	Monthly	Excel
	Cpk on critical operations by package type	on going	Monthly	Excel
	CAL test results	yes	Monthly	Excel
	3rd opticle inspection by package type	on going	Monthly	Excel
Product Control	13 Weeks commit report	yes	Monthly	Excel
	WIP status	on going	Real time	Web-base
Mindspeed Material Die Consumption	Material Die Consumption Report	Yes	Monthly	Excel

EXHIBIT K - RECONCILIATION TABLE

ACTIVITY/ABSORPTION TO QUARTERLY PLAN		IMPACT TO		
CNXT	SKYWORKS	RATES	CONEXANT ACTION AND IMPACT	
Flat	Flat	No Change	Use Qtr. Planned Rates	Qtr. Planned Take or Pay
Flat	Up	Decrease	Use Actual Rates	Better than Take or Pay
Flat	Down	Increase	Use Qtr. Planned Rates	Qtr. Planned Take or Pay
Down	Flat	Increase	Use Qtr. Planned Rates	Qtr. Planned Take or Pay
Down	Up	Increase	Use Qtr. Planned Rates	Qtr. Planned Take or Pay
		Decrease	Use Actual Rates	Better than Take or Pay
Down	Down	Increase	Use Qtr. Planned Rates	Qtr. Planned Take or Pay
UP	Flat	Decrease	Use Actual Rates	Better than Take or Pay
up	Up	Decrease	Use Actual Rates	Better than Take or Pay
UP	Down	Increase	Use Qtr. Planned Rates	Qtr. Planned Take or Pay
		Decrease	Use Actual Rates	Better than Take or Pay

WHENEVER CONFIDENTIAL INFORMATION IS OMITTED HEREIN (SUCH OMISSIONS ARE DENOTED BY AN ASTERISK), SUCH CONFIDENTIAL INFORMATION HAS BEEN SUBMITTED SEPARATELY TO THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

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NEWBURY PARK
WAFER SUPPLY AND SERVICES AGREEMENT

among:

ALPHA INDUSTRIES, INC.
a Delaware corporation;

and

CONEXANT SYSTEMS, INC.
a Delaware corporation;

Dated as of June 25th, 2002

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TABLE OF CONTENTS

TABLE OF CONTENTS
(CONTINUED)

TABLE OF CONTENTS
(CONTINUED)

NEWBURY PARK WAFER SUPPLY AND SERVICES AGREEMENT

THIS WAFER SUPPLY AND SERVICES AGREEMENT (the "SUPPLY AGREEMENT") is entered into as of June 25th 2002 (the "EFFECTIVE DATE") by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("BUYER") and ALPHA INDUSTRIES, INC., a Delaware corporation ("SUPPLIER").

RECITALS

A. Buyer desires, on the terms and conditions of this Supply Agreement, to purchase from Supplier semiconductor wafers and related foundry, manufacturing, probe, and other services.

B. Supplier is willing to supply such wafers and services to Buyer on the terms and conditions of this Supply Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Supply Agreement, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS. Capitalized terms not expressly defined elsewhere in this Supply Agreement have the following meanings:

1.1 "BUYER SPIN-OFF" means any entity (including, without limitation, Mindspeed) that is a successor of any portion of the business of Buyer resulting from a spin-off or divestiture of such business, regardless of whether or not Buyer retains an equity or ownership interest in such entity.

1.2 "BUYER SUBSIDIARY" means any entity that at any time during the term of this Supply Agreement controls, is controlled by, or is under common control with Buyer, where control means direct or indirect ownership of fifty percent (50%) or more of the outstanding voting stock or other equity interests ordinarily having voting rights.

1.3 "COMPETITOR" means a business entity which derives a material portion of its revenue (over the most recent three (3) year period) from sales of similar products in similar markets, as compared with the products and markets of a Party.

1.4 "CONFIDENTIAL INFORMATION" shall mean (i) for information disclosed after the Effective Date, all non-public information disclosed by one Party to the other Party pursuant to this Supply Agreement that is identified as "confidential" or marked with a similar legend at the time of such disclosure or, if disclosed other than in writing, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days, (ii) for information currently in the possession of the other Party as of the Effective Date, all non-public information that a reasonable person would have understood to be confidential, regardless of the form or manner of disclosure, (iii) any information obtained by one Party's employees or agents while on the premises of the other Party, which, under the circumstances, a reasonable person would have understood to be confidential, and (iv) any specifications or technical information related to Buyer's products (e.g., structure, design, layout) and Supplier's process technologies that are known to, or otherwise in the possession of, the other Party as of the Effective Date.

1.5 "CYCLE TIME" means, with respect to a Wafer, Supplier's standard production cycle measured from the start of Wafer manufacture through shipment.

1.6 "DELIVERY NOTE" means the delivery instructions provided by Buyer to Supplier for Wafers ordered by Buyer.

1.7 "ENGINEERING WAFERS" means non-production Wafers manufactured by Supplier for qualification or testing and may include Pizza Mask Wafers.

1.8 "FINAL TEST SERVICES" means the testing of circuits at the packaged level to meet the Specifications.

1.9 "PARTY" means either Buyer or Supplier, as the context requires, and "Parties" means Buyer and Supplier collectively.

1.10 "PIZZA MASK WAFERS" means multiple device designs on a single wafer.

1.11 "PHOTOMASKS" means precision photographic quartz or glass plates containing microscopic images of integrated circuits for use as master images to transfer circuit patterns onto semiconductor wafers during the fabrication of integrated circuits and other semiconductor products.

1.12 "POST PROBE PROCESSING SERVICES" means (i) grinding of Wafers to appropriate thickness; (ii) scribing of Wafers to commence die formation; (iii) die singulation; (iv) breaking dies along scribed markings; and (v) final singulation of each die.

1.13 "PRICE" is defined in Exhibit A.

1.14 "PROBE SERVICES" means electrical testing of individual semiconductor wafers on a substrate.

1.15 "PROCESS TECHNOLOGY" means the systematic techniques, methods, or approaches used to manufacture, or test semiconductor chips or assemblies.

1.16 "PRODUCTION WAFERS" means Wafers manufactured by Supplier after successful qualification and approval for mass production.

1.17 "PURCHASE ORDER" means a written order for the purchase of a specified quantity of Wafers or Services submitted by Buyer to Supplier.

1.18 "QUALITY SPECIFICATIONS" means the Wafer quality standards and criteria set forth in Exhibit B, as may they be modified by written agreement of the Parties from time to time.

1.19 "RISK PRODUCTION" means Wafers specifically identified by Buyer in a Purchase Order as "Risk Production" that are to be manufactured by Supplier pursuant to Buyer's Specifications, but for which compliance with the Quality Specifications is specifically waived. "Risk Production" may include the following: unverified mask sets, unverified process changes, no supporting qualification data, and known design rule violations.

1.20 "SERVICES" means Final Test Services, Post Probe Processing Services, Probe Services, or such other services described in this Supply Agreement, as applicable.

1.21 "SPECIFICATIONS" means the technical specifications for the Wafers mutually agreed to in writing by the Parties, as they may be modified from time to time upon written agreement of the Parties.

1.22 "SUPPLIER FAB" means the Newbury Park Wafer fabrication facility or other fabrication facilities owned or operated by Supplier.

1.23 "WAFERS" means semiconductor wafers to be processed by Supplier including Engineering Wafers, Production Wafers, Pizza Mask Wafers, and Risk Production.

2. PURCHASE AND SUPPLY OBLIGATIONS.

2.1 BUYER PURCHASES.

(a) BUYER PURCHASE ORDERS. During the term of this Supply Agreement, Buyer may submit Purchase Orders to Supplier for the purchase of Wafers and Services, as further described herein.

(b) PURCHASES FOR CERTAIN ENTITIES. Supplier agrees that Buyer, as agent, may, at any time at the prices and in accordance with the terms and conditions established under this Supply Agreement, place orders for Wafers or Services on behalf of (i) third parties that are mutually agreed to by the Parties; (ii) Buyer Subsidiaries; (iii) Buyer Spin-Offs (excluding SpecialtySemi); and (iv) third parties for which Buyer has an obligation, existing as of the Effective Date, to provide Wafers. Notwithstanding the foregoing and for the avoidance of doubt, Supplier hereby acknowledges and agrees that Buyer may, at any time at the prices and in accordance with the terms and conditions of this Supply Agreement, place orders for Wafers or Services on behalf of Rockwell, SiRF, Mindspeed and Lumero. If Buyer places an order on behalf of a third party, Supplier will, at Buyer's direction, ship products ordered on behalf of such third party directly to such third party's facilities, as applicable. Supplier may invoice Buyer or such third party for such orders, it being understood that the applicable third party may pay the invoiced amount directly to Supplier, however, Buyer, as agent for such third party, shall remain jointly and severally liable for any such payments due to Supplier. Notwithstanding the foregoing, however, if any such third party is reasonably determined to be a Competitor of Supplier or its affiliates, Supplier may, upon six (6) months written notice to Buyer, refuse to fulfill orders for such third party; provided that Supplier will continue to manufacture, supply and provide to Buyer, in accordance with the Wafer purchase procedures in Section 3, any Wafers ordered for such third party for delivery prior to the expiration of such six (6) month period.

(c) BUYER SPIN-OFFS. The Parties acknowledge and agree that each Buyer Spin-off will have the right to enter into a supply agreement with Supplier on terms and conditions substantially similar to the terms and conditions set forth in this Supply Agreement and Supplier agrees to enter into such agreement upon Buyer Spin-off's request. Such Buyer Spin-off's purchases are subject to the Buyer Spin-off credit requirements set forth in Section 5.1 (c).

2.2 SUPPLIER SUPPLY OBLIGATIONS.

(a) SUPPLY OBLIGATIONS. Supplier shall use its reasonable commercial efforts to accept and fulfill all Purchase Orders submitted by Buyer for Wafers and Services that are within the forecasts submitted by Buyer. Subject to the availability of required materials, Supplier shall also use reasonable commercial efforts to accept and fulfill Purchase Orders for Wafers and Services insofar as not exceeding 120% of Buyer's forecasts; provided that in no event shall Supplier be required to reallocate capacity committed to other customers to accept and fulfill such Purchase Orders.

(b) MANUFACTURING PROCEDURES. The Wafers will be manufactured and produced in accordance with and pursuant to the most current version of Supplier's Process Change Notice, Specification Number NPF-0570.

(c) NOTICE REQUIREMENTS. If at any time Supplier believes or becomes aware that it may fail to comply in a material manner with its supply obligations under this Supply Agreement, or if Supplier believes or becomes aware that Buyer's forecasts or Purchase Orders for Wafers and Services, when taken in the aggregate, will exceed the maximum capacity or capability of the Supplier Fab, then Supplier will promptly notify Buyer in writing. However, without reduction of this commitment, Supplier shall have no monetary liability for its failure to do so. In addition, Supplier shall, on a quarterly basis, provide Buyer with an assessment of known and existing capacity issues at the Supplier Fab, any capacity issues anticipated over the next fifteen (15) month period, and the plan to remedy such issues.

(d) DISCONTINUANCE OF WAFER PROCESS. Subject to the restrictions in this Section 2.2(d), Supplier may terminate the use of any Wafer process at the Supplier Fab designated as an "End-of-Life-Process." At least eighteen (18) months prior to the date the discontinuance of such process will commence, Supplier shall provide Buyer with written notice of its intent to terminate such Wafer process. Buyer may identify a suitably qualified alternative supplier of Wafers (the "FOLLOW-ON SUPPLIER"), which selection shall be subject to Supplier's approval (which shall not be unreasonably withheld or delayed). Upon selection of a qualified alternative supplier, Supplier shall prepare a transition plan specifically designed to ensure that there is minimal interruption in Buyer's supply of Wafers arising in the transfer of production to the Follow-On Supplier and obtain Buyer's written approval of such transition plan (which shall not be unreasonably withheld or delayed); however, failure to obtain Buyer's written approval shall not serve as grounds to extend the eighteen (18) month notice described in this Section 2.2(d). Supplier will at Buyer's expense, pre-approved by Buyer (which shall not be unreasonably withheld or delayed), work with Buyer to perform the transition in accordance with the Buyer-approved plan and will take all commercially reasonable steps to ensure a smooth transition. In addition, Buyer will have the right, until the expiration of eighteen (18) months from the date of Supplier's notice of discontinuance, to submit Purchase Orders for Wafers to be manufactured or tested with such Wafer process within such eighteen (18) month period. Supplier will manufacture, supply, and provide to Buyer, in accordance with the Wafer purchase procedures in Section 3, any such Wafers that are ordered for delivery prior to the expiration of such eighteen (18) month period. Buyer acknowledges that all such Purchase Orders placed during months seven (7) to eighteen (18) of the eighteen (18) month notice period for Wafers manufactured or tested with an End-of-Life-Process (i) are non-cancelable and except for non conforming products are non-returnable and (ii) unless mutually agreed otherwise, will not exceed the total quantity of such Wafers manufactured or tested with such End-of-Life-Process ordered during the eighteen (18) month period immediately prior to the end-of-life notice provided under this section. The foregoing obligations are in addition to Supplier's other obligations under this Supply Agreement.

(e) CLOSING OF SUPPLIER FAB. Supplier shall notify Buyer at least eighteen (18) months prior to the date that Supplier intends to commence any closure, in whole or in part, of the Supplier Fab. If Buyer elects to do so, Buyer may identify a suitably qualified alternative supplier of Wafers (the "FOLLOW-ON SUPPLIER"), and subject to Supplier's approval (which shall not be unreasonably withheld or delayed), Supplier shall prepare a transition plan specifically designed to ensure that there is minimal interruption in Buyer's supply of Wafers arising in the transfer of production to the Follow-On Supplier and obtain Buyer's written approval of such transition plan (which shall not be unreasonably withheld or delayed); however, failure to obtain Buyer's written approval shall not serve as grounds to extend the eighteen (18) month notice described in this Section 2.2(e). Supplier will seek to perform the transfer of Wafer processing technology in accordance with the Buyer-approved plan and will at Buyer's expense take all commercially reasonable steps to ensure a smooth transition of the Wafer processing. Buyer shall reimburse Supplier for Supplier's reasonable direct and indirect expenses incurred by Supplier, and pre-approved by Buyer, in transitioning such technology to the designated foundry. Buyer will have the right, until the expiration of such eighteen (18) month period, to continue to submit

Purchase Orders for Wafers to Supplier to be manufactured or tested within such eighteen (18) month period. Supplier will continue to manufacture, supply, and provide to Buyer, in accordance with the Wafer purchase procedures in Section 3, any such Wafers that are ordered. Buyer acknowledges that all such Purchase Orders placed during months seven (7) to eighteen (18) of the eighteen (18) month notice period for Wafers manufactured or tested at the Supplier Fab which is the subject of the closure notice (i) are non-cancelable and except for non-conforming products are non-returnable and (ii) unless mutually agreed otherwise, will not exceed the total quantity of such Wafers manufactured or tested ordered during the eighteen (18) month period immediately prior to the closure notice provided under this section. The foregoing obligations are in addition to Supplier's other obligations under this Supply Agreement.

3. WAFER AND SERVICES PURCHASES.

3.1 SCOPE. Upon receipt of an applicable Purchase Order, Supplier shall provide management, planning and procurement of Wafers and Services for Buyer. If Probe Services or Final Test Services are ordered, all equipment and test programs for such Services shall be provided and maintained by Buyer, provided that Supplier shall be responsible for providing test floor and labor for such Services. Post Probe Processing Services shall be ordered on a separate Purchase Order.

3.2 PROCESS TECHNOLOGIES.

(a) DEVELOPED AND QUALIFIED. Buyer will have the right to purchase Wafers manufactured and Services provided through the use of any Process Technologies developed and qualified for full-scale production at the Supplier Fab as of the Effective Date under the terms and conditions of this Supply Agreement.

(b) NEW TECHNOLOGIES NOT IN DEVELOPMENT. Buyer will not be entitled under this Supply Agreement to purchase Wafers manufactured and Services provided through the use of Process Technologies that are not not developed or qualified for full-scale production at the Supplier Fab as of the Effective Date. Supplier and Buyer may mutually agree on the terms and conditions of the development of such Process Technologies and the supply of Wafers and Services by Supplier to Buyer utilized such Process Technologies in a separate agreement.

3.3 WAFER FORECASTS. On or about the last day of each calendar month during the term of this Supply Agreement, Buyer will provide to Supplier a rolling forecast, covering a minimum period of twelve (12) months, of Buyer's expected order volumes for Wafers and Services. Buyer's forecasts are for planning purposes only and will not bind Buyer in any respect. Each such forecast will include, as applicable: (i) the number of Wafers by Process Technology and probe platform; (ii) the number of hours by probe platform; and (iii) the number of hours by tester platform. Only a written Purchase Order delivered in accordance with Section 3.4 will bind Buyer to purchase specified volumes of Wafers or Services. Buyer may change or update the forecasts delivered hereunder at any time upon notice to Supplier.

3.4 PURCHASE ORDERS. All Purchase Orders will conform to the Cycle Times, lead times and other pertinent details itemized in the Exhibits. Wafers delivered more than thirty (30) days before scheduled date(s) may be returned to Supplier. Partial shipments are permitted. Buyer will submit Purchase Orders to Supplier to cover Buyer's expected purchases of Wafers and Services. Each Purchase Order for Wafers and Services will specify, as appropriate, the applicable Purchase Order number, Wafer part number and revision level, quantity, additional component parts required by Buyer, testers to be used, price, delivery date, ship-to address, and other applicable information as determined by Buyer. Supplier

will not commence manufacturing of the Wafers or providing of Services until Buyer has issued a Purchase Order.

3.5 ACCEPTANCE AND ACKNOWLEDGEMENT. Subject to the limitations set forth in Section 2.2(a), within three (3) business days after receipt, Supplier shall use reasonable commercial efforts to accept all Buyer orders for Wafers and Services in accordance with the delivery dates specified therein. Within three (3) business days after receipt of each Purchase Order, Supplier will acknowledge such Purchase Order in writing by fax, e-mail notice, or electronic data interchange ("EDI") to Buyer's purchasing agent identified on the face of the Purchase Order. Such acknowledgement shall include Supplier's committed delivery date for the order; provided that, in establishing such delivery date, Supplier shall use commercially reasonable efforts to comply with the delivery dates specified in Buyer's Purchase Order and to meet or reduce the Wafer Cycle Times set forth in Exhibit D. The Wafer process Cycle Times set forth in Exhibit D shall be updated quarterly, upon mutual agreement of the Parties. If at any time during the production of such Wafers or the providing of Services, Supplier becomes aware that the delivery may be delayed by more than one (1) business day, Supplier shall promptly provide Buyer with written notice of such delivery date change or any applicable quantity change.

3.6 WAFER LOTS; EXPEDITED SERVICES. Unless otherwise agreed to in writing by the Parties, Production Wafers shall be ordered by Buyer and delivered by Supplier in lots of twenty (20) Wafers and Engineering Wafers shall be ordered by Buyer and delivered by Supplier in lots of five (5) to twenty (20) Wafers. At Buyer's request and to the greatest extent possible consistent with Supplier's normal production and operational requirements and without undue impact to Supplier's other production, Supplier will use reasonable commercial efforts to provide priority processing of Production Wafer lots, Engineering Wafer lots, and Risk Production. Notwithstanding the foregoing, Supplier shall have no liability for failure to actually provide priority processing. Supplier shall provide up to one (1) priority lot to be processed at any one time at no additional cost to Buyer (herein, the "Allowable Expedited Lot"). If the number of Allowable Expedited Lots requested by Buyer at any given time is exceeded, Buyer will be required to pay any additional costs, as mutually agreed by the Parties, for any such additional lots for which priority processing is actually provided by Supplier.

3.7 PIZZA MASK WAFERS. Buyer may submit Purchase Orders for Pizza Mask Wafers, and Supplier shall fulfill such orders, provided that (i) the only testing of Pizza Mask Wafers required to be performed by Supplier will be parametric testing; and (ii) Supplier will deliver Pizza Mask Wafers in wafer form.

3.8 CANCELLATION AND MODIFICATIONS TO ORDERS. Buyer may cancel, modify or reschedule a Purchase Order as set forth in this Section 3.8.

(a) CANCELLATION BEFORE PROCESS START. For each Purchase Order for which processing of the Wafers or performance of the Services has not yet been started, Buyer may cancel or modify a Purchase Order without penalty by delivering to Supplier a written notice of cancellation or modification not less than four (4) business days before the start of processing or performance. Such cancellation shall be without charge or penalty, except that Buyer shall be obligated to purchase and pay for any materials acquired in respect of Supplier's anticipated production or Services for Buyer under the cancelled order(s), as set forth in Section 3.9.

(b) RESCHEDULING. For each Purchase Order, Buyer may reschedule the delivery one or more times without penalty by delivering to Supplier a written notice rescheduling such delivery at least thirty (30) days prior to the originally scheduled delivery date. The maximum time a delivery may be delayed is ninety (90) days beyond its originally scheduled delivery date.

(c) CANCELLATIONS AFTER PROCESS START. If Buyer cancels a Purchase Order for Wafers after the date the processing of such Wafers has been started, then as Buyer's sole liability, and Supplier's sole remedy, for such cancellation, Buyer will pay to Supplier, an amount equal to the purchase price for such cancelled Wafers prorated for the amount of processing completed at the time of notice of cancellation, as set forth in Exhibit A.

(d) CANCELLATION FOR LATE DELIVERY. Notwithstanding any of the foregoing, Buyer may cancel any Purchase Order, in whole or in part and without penalty, if Supplier does not deliver the Wafers within six (6) weeks after Supplier's committed delivery date; provided that there are no extenuating circumstances causing the delay (e.g., a Lot is dropped and scrapped in line, the Supplier Fab goes down, or a materials issues). If extenuating circumstances may or are causing such a delay, Supplier shall notify Buyer in writing of such extenuating circumstances, along with the projected delivery date for the delayed Wafers, and the parties shall cooperate in good faith to identify and implement a mutually agreeable resolution including, without limitation, Supplier providing priority processing of such Wafers at no additional charge to Buyer. In the event that extenuating circumstances scraps a Lot in line, Supplier shall notify Buyer in writing of such event and Buyer may, at Buyer's discretion, either approve the restart of the Lot or cancel the Lot without penalty.

3.9 MATERIALS. Except as otherwise specified in Section 3.1, Supplier shall be responsible for procuring all materials required to manufacture the quantity of Wafers and to provide the Services ordered by Buyer. When purchasing such materials, Supplier shall, at a minimum, procure quantities of materials in such volume to cover shrinkage and scrap associated with the fabrication process. Supplier will use commercial efforts to plan its procurement of epitaxial wafers and other production materials consistent with the first four (4) months of the Buyer's forecast. Supplier agrees to use reasonable commercial efforts to exercise prudent materials resource planning to not procure such materials in advance of the time reasonably required to meet projected production requirements and to mitigate Buyer's materials liability hereunder.

3.10 INACTIVE MATERIAL. Material purchased to support Buyer forecasts, as set forth in Section 3.9, which is not consumed within four (4) months of the material's anticipated time of utilization will be considered "INACTIVE MATERIAL". Thereafter, Supplier may invoice Buyer for Supplier's cost of all Inactive Material, and Buyer shall pay such invoice within thirty (30) days of its receipt. Upon such payment, the Inactive Material will then be segregated as Buyer furnished material and if later consumed by Buyer will be credited towards the purchase price. Subject to payment, Inactive Material not consumed within three hundred and sixty (360) days of receipt will, at Buyer's option, be scrapped, processed for reclamation, or delivered to Buyer.

3.11 RISK PRODUCTION. At Buyer's request and subject to an applicable Purchase Order and the orderly operation of Supplier's production, Supplier shall consider Buyer's request to provide Risk Production to Buyer. With all Purchase Orders for Risk Production, Buyer shall provide a written statement setting forth the risk factors or any special circumstances related to the Risk Production and specifying the lot size and quantity of Risk Production to be provided. Supplier's acknowledgement, including Supplier modification to such written statement, if any, will be included as part of a Purchase Order for Risk Production and shall be deemed an acknowledgement of such risks or circumstances. Supplier shall use reasonable commercial efforts to provide processing of Risk Production consistent with its ongoing operations and other business. Risk Production is offered as a Service hereunder. Without limitation, Supplier extends no warranties of any kind, express or implied, beyond Supplier's undertaking to use reasonable commercial efforts in the course of the fabrication of Risk Production. Without limitation, compliance with the Quality Specifications and Section 7.1 and Section 7.2 shall not apply to Risk Production.

3.12 REWORK. Upon Buyer's request and as accepted in Supplier's acknowledgement, Supplier shall provide Wafer rework services for Buyer. Buyer shall pay Supplier for rework in accordance with the pricing set forth in Exhibit A; provided that Supplier remains solely responsible for any and all rework required for Wafers that do not conform to the Specifications or do not meet the Quality Specifications.

3.13 NRE SERVICES. At Buyer's request and as accepted in Supplier's acknowledgement, Supplier shall provide non-recurring engineering services for new Wafers. The Parties shall negotiate in good faith the terms and conditions and any applicable costs associated with such engineering services.

3.14 FINAL TEST AND PROBE SERVICES. Supplier agrees to provide Final Test Services and Probe Services support on Buyer owned testers located at the Newbury Park Wafer fabrication facility on May 1, 2002. Consistent with Supplier's practices as of May 1, 2002, or as otherwise agreed by the Parties, Supplier will provide the required floor space, required operators, production control services (e.g., WIP reports and lot travelers) and quality services (e.g., incoming and outgoing inspections). Supplier will also coordinate calibration activities at Buyer's expense. The Final Test Services and Probe Services are described in more detail in Exhibit E.

(a) COSTS. These Final Test Services and Probe Services will be provided at the following agreed charges, intended to approximate Supplier's costs in providing such Services. The minimum charge per quarter is $162,500. The minimum charge includes one set of operators (i.e., 4 people, 1 per shift) of $40,000 per quarter, the fixed facility charge of $60,000 per quarter, and a fixed rate of $62,500 per quarter for general support. As of the Effective Date, Buyer and Supplier agree that the Services will include two (2) sets of operators, resulting in an initial operators' charge of $80,000 per quarter for labor, or a total initial charge of $202,500 per quarter for Final Test Services and Probe Services.

(b) CHANGE IN SUPPORT LEVELS. The parties anticipate that a set of operators can maintain an average of three (3) testers across all four (4) shifts. With ninety (90) days written notice, Buyer can request Supplier to increase or decrease the number of sets of operators, and Supplier shall make reasonable commercial efforts to respond to such requests. In the event that Buyer reduces its requirement for operators with less than one hundred and eighty (180) days' notice, provided Supplier cannot successfully reassign any surplus operator to another appropriate position without prejudice to Supplier's staffing practices and requirements, Buyer will be responsible for, and shall promptly reimburse Supplier for, Supplier's severance costs (including without limitation any salary and benefit continuation for a period of four (4) weeks plus one (1) week for every year of service and operator level outplacement services) pertaining to any such terminated operator. Supplier agrees that it will not give preferential treatment to any such terminated employee, as compared to the manner in which Supplier would handle termination of other comparably situated employees. The general overhead charge stated above (i.e., $162,500) will support up to three (3) sets of operators. If Buyer would like to increase the number of operators over three (3) sets of operators, the Parties shall mutually agree on an equitably increased general overhead charge.

(c) TERMINATION. The minimum length of the Final Test Service and Probe Service support will be twelve (12) months from the Effective Date. With ninety (90) days written notice, Buyer may terminate or continue the Services for another six (6) months (to eighteen (18) months total). If Buyer requests the extension, Supplier must continue to provide the Services through such eighteen (18)-month term. Conditional upon Buyer exercising its first extension rights, ninety (90) days prior to the end of the eighteen (18) months, Buyer must notify Supplier whether the Services will be renewed for another six (6)-month period (to twenty-four (24) months total). If Buyer requests the extension, Supplier must

continue to provide the service through such twenty-four (24)-month term. Ninety (90) days prior to the end of the twenty-four (24) months, Buyer and Supplier may mutually agree to extend the Services. Any agreement in extending Services beyond twenty-four (24) months, must be mutually agreed to between Supplier and Buyer. Once the service has been terminated, Buyer shall remove all its equipment from the Supplier Fab in a prompt manner and at Buyer's expense; all such activities shall be conducted in accordance with Supplier's reasonable requirements, and coordinated in a manner not to disrupt Supplier's activities. Buyer shall repair all damage to Supplier's premises caused by such removal.

(d) TAXES. Buyer shall be responsible for the prompt and timely payment of all taxes arising with respect to its test equipment located at Supplier's premises under this Agreement.

4. DELIVERY AND LOGISTICS.

4.1 DELIVERY. All Wafers delivered to Buyer shall be delivered F.O.B. the Supplier Fab. Title to and risk of loss of the Wafers will pass to Buyer upon delivery of the Wafers to the carrier.

4.2 WAFERS. Supplier shall process all deliveries of those Wafers that have completed the manufacturing processes, and wafers provided by Buyer for Services, in accordance with the shipping instructions included in the Delivery Note or otherwise communicated to Supplier in writing. In the absence of any such instructions, Supplier will determine the method of shipment and select the carrier. Buyer will pay, or reimburse Supplier for, all shipping and handling charges. If Supplier is required to pay such charges to the carrier, Supplier will include such charges as a line item in an invoice to Buyer and Buyer will pay such amount in accordance with Section 5.1. Supplier shall use commercially reasonable efforts to complete all such processing within one (1) business day from the receipt of the Delivery Note. All Wafers shipped by Supplier to Buyer under this Supply Agreement will be accompanied by appropriate documentation regarding shipping location, lot identification numbers, Buyer product number, quantity shipped, customer name, shipping date, and purchase order number. At Buyer's request and insofar as consistent with Supplier's capabilities and established business practices, shipped Wafers may also include relevant testing data in either hard or soft copy, and may be accompanied by an exception report to the extent that one exists.

4.3 PRODUCT LOGISTICS. Supplier will provide work-in-process management Services for Buyer as further described in Exhibit F. Supplier shall use reasonable commercial efforts to complete these transactions in a timely manner.

5. PRICING AND PAYMENTS.

5.1 PRICING AND INVOICES.

(a) WAFERS. Supplier will invoice Buyer for Wafers at the applicable Wafer price calculated pursuant to Exhibit A in effect on the date of Supplier's acceptance of the Purchase Order. Each such invoice shall be dated on or after the date such Wafers are shipped and shall itemize the Wafers delivered and any applicable shipping charges pursuant to Section 4.2. Buyer will pay any amounts due on such invoices within thirty (30) days of receipt of the invoice.

(b) SERVICES. Supplier will invoice Buyer for Services upon completion the applicable Service. Pricing for such Services shall be in accordance with Exhibit A. All invoices for Services shall itemize the Services actually performed, materials, material burden, and costs associated with any changes approved in writing by Buyer. Buyer will pay any amounts due on such invoices within thirty (30) days of receipt of the invoice.

(c) CREDIT REQUIREMENTS. If based on a then-current credit report of a Buyer Spin-off, Supplier has an issue with the credit of such Buyer Spin-off, Supplier shall notify such Buyer Spin-off in writing of such issue and Buyer Spin-off shall have a period of sixty (60) days to resolve the credit issue. If such issue is not resolved within such sixty (60) day period, Supplier reserves the right to limit Buyer Spin-off's purchases to a reasonable amount, such amount to be based on a then-current credit report of the Buyer Spin-off and mutually agreed to by Supplier and Buyer Spin-off. The foregoing shall apply to Buyer Spin-off, notwithstanding Buyer Spin-off entering into a separate agreement with Supplier and assuming the rights and obligations of "Buyer" hereunder. In addition, in the event Buyer (i.e., Conexant Systems, Inc.) does not make timely payment on Supplier's invoices and such issue is not resolved within sixty (60) days' of receipt of Supplier's written notice of such payment delays, Supplier reserves the right to limit Buyer's purchases to a reasonable amount, such amount to be based on a then-current credit report of Buyer and mutually agreed to by Supplier and Buyer.

5.2 COSTS. Except as otherwise provided herein or agreed to in writing by the Parties, each Party will be solely responsible for the costs and expenses it incurs in performing its obligations under this Supply Agreement.

5.3 TAXES. Buyer will be responsible for payment of any and all taxes or related governmental charges ("TAXES") imposed on or arising from Buyer's purchase of Wafers or Services under this Supply Agreement, excluding any Taxes on the net income or net worth of Supplier. Taxes shall be specifically identified by Supplier as a separate line item on Supplier's invoices provided pursuant to Section 5.1. Upon Buyer's request, Supplier will provide Buyer with copies of official receipts for the payment of any such Taxes, and any other information and documents Buyer may reasonably request in order to verify the payment of such amounts to the appropriate governmental entity.

6. TRACKING; REPORTING; AND AUDITS.

6.1 WAFER TRACKING. All Wafers manufactured and delivered by Supplier to Buyer shall have backward and forward traceability sufficient to enable Supplier to identify (i) the processes and materials used in the manufacture of such Wafers; (ii) the batches or lots of such materials; and (iii) other Wafers in the same or sequential lots. Such information shall be provided to Buyer, upon Buyer's request.

6.2 REPORTING REQUIREMENTS. Supplier shall provide Buyer with the reports specified in Exhibit G, in accordance with frequency or schedule set forth therein. All such reports shall be in writing and provided to Buyer in the form (e.g., electronic form) specified in Exhibit G, or otherwise mutually agreed to in writing by the Parties.

7. WARRANTY AND DISCLAIMER.

7.1 WAFER WARRANTY. For a period of ninety (90) days from the date of delivery (the "Wafer Warranty Period"), Supplier warrants that the Wafers delivered hereunder will conform to the applicable Specifications, will be manufactured in accordance with the Quality Specifications, and will be free from defects in material, manufacturing and workmanship. Supplier shall, at Buyer's option, promptly provide replacement Wafers for such defective Wafers or credit Buyer's account for the amount paid by Buyer for such defective Wafers. This warranty shall not apply to any Wafers which, after delivery to Buyer, have been (i) repaired or altered (except by, or under the direction, of Supplier) or (ii) damaged or subjected to abuse or misuse. Warranty claims hereunder shall be made by Buyer by making a written warranty claim within the Wafer Warranty Period. Except as otherwise instructed by Supplier, Buyer shall return all defective Wafers to Supplier for inspection. Before returning Wafers, Buyer shall request and obtain a

Return Material Authorization ("RMA") number from Supplier, and will display such RMA number on the packaging of such returned Wafers. Replacement Wafers will be warranted in accordance with this Section 7.1. THE FOREGOING REPRESENTS BUYER'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY IN THE EVENT OF A BREACH OF THE WAFER WARRANTY IN THIS SECTION 7.1.

7.2 SERVICES WARRANTY. For a period of ninety (90) days from completion of performance of the applicable Service (the "Services Warranty Period"), Supplier warrants that such Services will be provided in accordance with performance metrics mutually agreed by the Parties including, without limitation, quality, yield, and Cycle. Time and, in any event, in a professional and workmanlike manner. If, during the Services Warranty Period, Supplier is notified in writing of any breach of this warranty, then Supplier shall, at Buyer's option and as Supplier's sole liability with respect to such breach of warranty, promptly re-perform such Services or credit Buyer for such Services. Re-performed Services will be warranted in accordance with this Section 7.2. THE FOREGOING REPRESENTS BUYER'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY IN THE EVENT OF A BREACH OF THE SERVICES WARRANTY IN THIS SECTION 7.2.

7.3 DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SUPPLY AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR OTHERWISE, IN CONNECTION WITH THIS SUPPLY AGREEMENT OR ANY WAFERS OR SERVICES PROVIDED UNDER THIS SUPPLY AGREEMENT, AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NONINFRINGEMENT.

8. INDEMNIFICATION.

8.1 INDEMNIFICATION OBLIGATIONS.

(a) BUYER INDEMNITY. Buyer will defend at its own expense any claim, suit, or action (collectively, "CLAIMS") asserted or brought against Supplier by a third party to the extent that such Claim is based on a claim that Supplier's compliance with Buyer's specifications or designs in the production or sale of Wafers required the infringement of any United States patent or mask work or misappropriation of any trade secret (a "BUYER INFRINGEMENT CLAIM"). Buyer will pay such damages awarded against Supplier by a court of competent jurisdiction, or agreed to in a monetary settlement of any such Claim by Buyer, to the extent that such damages are directly attributable to a Buyer Infringement Claim. Buyer's indemnification obligation will not apply to Buyer Infringement Claims that result from or are attributable to (a) any modifications, combinations, or improvements made to the design or specification as furnished to Supplier by Buyer (except for modifications, combinations and improvements requested by Buyer); or (b) use of the design or specification by Supplier for any purpose other than providing Wafers or Services to Buyer, if such claim under (a) or (b) would not have arisen but for such modification, combination, improvement or use.

(b) SUPPLIER INDEMNITY. Supplier will defend at its own expense any Claims asserted or brought against Buyer by a third party to the extent that such Claim is based on a claim that Supplier's technology, equipment, or methods used to manufacture the Wafers or to provide the Services infringes any United States patent or mask work or misappropriates any trade secret (a "SUPPLIER INFRINGEMENT CLAIM"). Supplier will pay such damages awarded against Buyer by a court of competent jurisdiction, or agreed to in a monetary settlement of any such Claim by Supplier, to the extent that such damages are directly attributable to a Supplier Infringement Claim. Supplier's indemnification obligation will not apply to Supplier Infringement Claims that result from or are attributable to (a) compliance with

Buyer's designs or specifications; (b) any modifications, combinations, or improvements made to the Wafers after delivery to Buyer; or (c) use of the Wafers or Services for any unintended purpose, if such claim under (a), (b), or (c) would not have arisen but for such compliance, modification, combination, improvement or use. In the event the Wafers or Services are deemed to infringe and their manufacture, use or sale is enjoined, Supplier shall, at its option, either (i) arrange for Buyer to have the right to continue using the Wafers or receiving the Services, or (ii) provide replacement Wafers or Services with non-infringing comparable wafers or services meeting Buyer's requirements. If neither of the foregoing in (i) or (ii) are commercially practicable, then Supplier shall accept return of the Wafers, discontinue the Services, and refund Buyer's purchase price in respect of the Wafers and/or Services, as the case may be.

8.2 CONDITIONS. The obligations of the indemnifying Party (the "INDEMNIFYING PARTY") under Section 8.1 with respect to a Buyer Infringement Claim or Supplier Infringement Claim (as applicable) (an "INFRINGEMENT CLAIM") are subject to the following conditions: (a) the indemnified Party (the "INDEMNIFIED PARTY") must promptly notify the Indemnifying Party in writing of such Infringement Claim; (b) the Indemnifying Party must have sole control of the defense and settlement of the Infringement Claim; and (c) the Indemnified Party must fully cooperate with and provide reasonable assistance to the Indemnifying Party in the defense and settlement of such Infringement Claim (which includes furnishing to the Indemnifying Party all evidence in the possession of the Indemnified Party that is relevant to such Infringement Claim). Solely to the extent a proposed settlement or stipulated judgment adversely affects the Indemnified Party, the Indemnifying Party will not accept such settlement or stipulated judgment of any Buyer Infringement Claim or Supplier Infringement Claim (as applicable) without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld. The Indemnifying Party will have no liability under this Section 8 for any costs, losses, liabilities, or damages resulting from the willful acts of the Indemnified Party or any settlement or compromise incurred or made by the Indemnified Party without the Indemnifying Party's prior written consent. The Indemnified Party will have the right to participate, at its own expense, in the defense or settlement of the Infringement Claim.

8.3 SOLE AND EXCLUSIVE REMEDY. THIS SECTION 8 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY ARISING FROM OR RELATING TO THIS SUPPLY AGREEMENT. Each Party's obligations under this Section 8 are subject to the limitations of liability set forth in Section 10.

9. CONFIDENTIALITY.

9.1 CONFIDENTIALITY OBLIGATIONS. The receiving Party ("RECIPIENT") will hold the Confidential Information of the disclosing Party ("PROVIDER") in confidence and, except as set forth herein or allowed under Section 9.2, will not disclose, provide, or otherwise make available such Confidential Information to any person other than Recipient's employees and independent contractors who need to have access to such Confidential Information in order for the Recipient to exercise its rights or perform its obligations under this Supply Agreement. The Recipient will inform each such employee and independent contractor of the Recipient's confidentiality obligations under this Supply Agreement, and will ensure that each such employee and independent contractor has signed a non-disclosure agreement containing terms no less restrictive than the terms of this Section 9. Each Party will be liable for any breach of this Section 9.1 by any of its employees or independent contractors. The Recipient will use the Provider's Confidential Information solely to exercise its rights or perform its obligations under this Supply Agreement and for no other purpose. The Recipient will protect the confidentiality of the Provider's confidential Information using at least the same efforts Recipient uses to protect its own

confidential and proprietary information of similar nature, but in no event less than reasonable efforts. The Recipient will return the Provider's Confidential Information to the Provider promptly upon the Provider's request or termination of this Supply Agreement; provided that, if the Recipient has continuing rights or obligations or liabilities under this Supply Agreement, the Recipient may retain a copy of any Provider Confidential Information reasonably required to exercise its rights or perform such obligations solely for the period of time required to meet such obligations. Supplier acknowledges and agrees that Buyer may disclose the Confidential Information of Supplier to Buyer Subsidiaries and employees of such Buyer Subsidiaries, in accordance with the restrictions set forth above and Buyer will be liable for any breach of this Section 9.1 by such Buyer Subsidiaries or its employees.

9.2 EXCEPTIONS. Disclosure of Confidential Information will be permitted to the extent required to comply with a valid order of a court or governmental authority with jurisdiction over the Recipient, provided that the Provider has been given timely notice of such requirement and that the Recipient must cooperate with the Provider to limit the scope and effect of such order. The Recipient's obligations under Section 9.1 with respect to any Confidential Information of the Provider will terminate if and when the Recipient can prove by clear and convincing evidence that such Confidential Information (i) was rightfully in possession of the Recipient, without restriction, prior to disclosure; (ii) was rightfully received by the Recipient without restriction from a third party not owing a duty of confidentiality to the Provider; (iii) is generally available to the public without fault of the Recipient; or (iv) is independently created by the Recipient.

9.3 CONFIDENTIALITY OF THIS SUPPLY AGREEMENT. Neither Party will disclose any terms of this Supply Agreement to anyone other than (i) its attorneys, accountants, and other professional advisors under a duty of confidentiality; (ii) its subsidiaries, spin-offs, and, in the event of a merger or acquisition, prospective successor, all of the foregoing under a duty of confidentiality; and (iii) as required by law or pursuant to a mutually agreeable press release.

9.4 INJUNCTIVE RELIEF. Each Party acknowledges and agrees that the other Party would suffer irreparable harm for which monetary damages would be an inadequate remedy if there were a breach of obligations under Section 9.1. Each Party further acknowledges and agrees that equitable relief, including injunctive relief, may be appropriate to protect the other Party's rights and interests if such a breach were to arise, were threatened, or were asserted.

10. LIMITATIONS OF LIABILITY.

10.1 DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SUPPLY AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS SUPPLY AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 LIABILITY LIMITATION. IN NO EVENT WILL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY TO THE OTHER ARISING OUT OF OR RELATING TO THIS SUPPLY AGREEMENT, INCLUDING ANY APPLICABLE PENALTIES, EXCEED THE GREATEST OF: (a) $250,000 OR (b) THE AGGREGATE OF ALL AMOUNTS PAID AND/OR OWED TO SUPPLIER PURSUANT TO THIS SUPPLY AGREEMENT DURING THE PRECEEDING 12-MONTH PERIOD. THIS LIMITATION ON LIABILITY IS CUMULATIVE WITH ALL PAYMENTS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THE LIMIT.

10.3 BASIS OF BARGAIN. EACH PARTY ACKNOWLEDGES THAT THE MUTUAL LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS SUPPLY AGREEMENT AND THAT EACH PARTY WOULD NOT ENTER INTO THIS SUPPLY AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

11. TERM; TERMINATION.

11.1 TERM. This Supply Agreement will take effect on the Effective Date and will remain in effect for a period of three (3) years from the Effective Date (the "INITIAL TERM"), unless earlier terminated in accordance with this Section 11. Following the Initial Term, this Supply Agreement may be renewed for additional one-year renewal terms (each a "RENEWAL TERM"), upon mutual agreement of the Parties.

11.2 TERMINATION. This Supply Agreement, or any Purchase Order issued hereunder, may be terminated as follows:

(a) immediately upon written agreement of the Parties;

(b) immediately upon the expiration of the ninety (90) day cure period, if a Party materially breaches any provision of this Supply Agreement and such breach is not cured within ninety (90) days after written notice of such breach is furnished by the non-breaching Party;

(c) during the continuance of any material breach, by either Party, at its discretion immediately upon providing written notice to the other Party, if within any period of twelve (12) months there are three (3) or more material breaches or failures by the other Party that would constitute grounds for termination pursuant to this Section 11.2 (without giving effect to cure periods), regardless of whether such breaches or failures were cured within the applicable cure periods; or

(d) immediately upon written notice by either Party, at its discretion, if (i) the other Party becomes insolvent, admits in writing its inability to pay its debts as they become due, or files or has filed against it any proceeding in bankruptcy or for reorganization under any federal bankruptcy law or similar state law, or has any receiver appointed for all or a substantial part of such Party's assets or business, or makes any assignment for the benefit of its creditors, or enters into any other proceeding for debt relief, and such proceeding is not dismissed within sixty (60) days of filing; (ii) the other Party dissolves, liquidates, or institutes any proceedings for the liquidation or winding up of its business or for the termination of its corporate charter; or (iii) the other Party ceases to conduct its business in the ordinary course.

11.3 TERMINATION FOR NON-PAYMENT. In addition to its other rights under this Section 11, Supplier may suspend performance of its obligations under this Agreement if Buyer is more than thirty (30) days late in payment of any undisputed invoices. Upon Buyer's payment of such invoices, Supplier shall promptly resume performance of its obligations hereunder.

11.4 TERMINATION OF BUYER SPIN-OFF AGREEMENTS. In addition to the termination rights set forth in Section 11.2, Supplier shall have the right to terminate without cause a Buyer Spin-off Agreement entered into pursuant to Section 2.1(c) upon six (6) months prior written notice to such Buyer Spin-off in the event such Buyer Spin-off is merged with or acquired by an entity that is reasonably deemed to be a Competitor of Supplier; provided that Supplier will continue to manufacture, supply, and provide to Buyer Spin-off, in accordance with the Wafer purchase procedures of such Buyer Spin-off Agreement, any Wafers ordered by such Buyer Spin-off for delivery prior to the expiration of such six (6) month

period. This provision shall be incorporated in the Buyer Spin-off Agreements and shall apply to Buyer Spin-offs, notwithstanding such Buyer Spin-offs assuming the rights and obligations of "Buyer" under this Agreement.

11.5 EFFECT OF TERMINATION. The rights and obligations under Sections 1 (Definitions), 3.14 (Final Test and Probe Services), 5 (Pricing and Payments), 7 (Warranty and Disclaimer), 8 (Indemnification), 9 (Confidentiality), 10 (Limitations of Liability), 11.5 (Effect of Termination), and 12 (General) will survive termination or expiration of this Supply Agreement for any reason.

12. GENERAL.

12.1 AGENCY. Under this Supply Agreement (i) each Party will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other Party; (ii) neither Party may create any obligations or responsibilities on behalf of or in the name of the other Party; and (iii) neither Party will hold itself out to be a partner, employee, franchisee, representative, servant, or agent of the other Party.

12.2 GOVERNING LAW; VENUE AND JURISDICTION. This Supply Agreement will be governed by, subject to, and construed in accordance with the internal laws of the State of California, as such laws apply to contracts between California residents performed entirely within California. Venue for any dispute however arising under this Supply Agreement shall be in Orange County, California and both Parties hereby consent to jurisdiction of the State and Federal Courts in Orange County, California. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Supply Agreement.

12.3 DISPUTE RESOLUTION AND ESCALATION.

(a) In the event that any dispute, claim or controversy (collectively, a "DISPUTE") arises out of or relates to any provision of this Supply Agreement or the breach, performance or validity of invalidity thereof, an appropriate authorized manager of Buyer and an appropriate authorized manager of Supplier shall attempt a good faith resolution of such Dispute within thirty (30) days after either Party notifies the other Party of such Dispute. If such Dispute is not resolved within thirty (30) days of such notification, such Dispute will be referred for resolution to Supplier's President and Buyer's Chief Executive Office. Should they be unable to resolve such Dispute within thirty (30) days following such referral to them, or within such other time as they may agree, Supplier and Buyer shall submit such Dispute to binding arbitration, initiated and conducted in accordance with the then-existing American Arbitration Association Commercial Arbitration Rules, before a single arbitrator selected jointly by Supplier and Buyer. If Supplier and Buyer cannot agree upon the identity of an arbitrator within ten (10) days after the arbitration process is initiated, then the arbitration shall be conducted before three (3) arbitrators, one (1) selected by Buyer and, one (1) selected by Supplier, and the third selected by the first two. The arbitration shall be conducted in the County of Orange, California and shall be governed by the United States Arbitration Act, 9 USC Sections 116, and judgment upon the award may be entered by any court having jurisdiction thereof. The arbitrator(s) shall have case management authority and shall resolve the Dispute in a final award within one hundred eighty (180) days from the commencement of the arbitration action, subject to any extension of time thereof allowed by the arbitrators upon good cause shown. There shall be no appeal from the arbitral award, except for fraud committed by an arbitrator in carrying out his or her duties under the aforesaid rules; otherwise the Parties irrevocably waive their rights to judicial review of any Dispute arising out of or related to this Supply Agreement. Notwithstanding the foregoing, either Party may pursue immediate equitable relief in the event of a breach of Section 9 or an alleged violation or misappropriation of the intellectual property rights of either Party.

(b) During any period in which the Parties are resolving a Dispute pursuant to this Section 12.3, the Parties shall continue to provide the Wafers and Services pursuant to the terms of this Supply Agreement; provided, however, that if the Parties jointly determine that any such Wafers or Services shall be suspended during the period in which the Parties are resolving a Dispute, then the deadlines and time periods in which such Wafers or Services are to be provided pursuant to this Supply Agreement (as described herein) shall be extended for the same amount of time as the Wafers or Services were suspended.

12.4 THIRD-PARTY BENEFICIARIES. Except for Buyer Spin-offs, there are no third party beneficiaries of this Supply Agreement. Except for the rights of Buyer Spin-offs to purchase Wafers from Supplier at the pricing established under this Supply Agreement, no provision of this Supply Agreement, express or implied, is intended or will be construed to confer upon or give to any customer or other person other than the Parties any rights, remedies, or other benefits under or by reason of this Supply Agreement.

12.5 COMPLIANCE WITH LAW. The Parties will at all times comply with all applicable foreign, U.S., state, and local laws, rules and regulations relating to the execution, delivery and performance of this Supply Agreement. Each Party agrees that it will not export or reexport, resell, ship, provide, or divert or cause to be exported or reexported, resold, shipped, provided, or diverted directly or indirectly any software, documentation, or technical data, nor any Wafer or Service, to any country or to any person or entity for which the government (or any agency thereof) of the United States, or any foreign sovereign government with competent jurisdiction requires an export license or other governmental approval without first obtaining such license or approval.

12.6 FORCE MAJEURE. Neither Party shall be liable for failure or delay in performance of its obligations under this Supply Agreement to the extent such failure or delay is due to causes beyond its reasonable control including, without limitation, an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, or other catastrophe. If a Party's performance under this Supply Agreement is affected by a force majeure event, such Party shall give prompt written notice of such event to the other Party and shall at all times use its reasonable commercial efforts to mitigate the impact of the force majeure event on its performance under this Supply Agreement.

12.7 AMENDMENT; LATER AGREEMENT. This Supply Agreement may not be amended, modified, or supplemented by the Parties in any manner, except by an instrument in writing signed by Buyer and Supplier and specifically reciting that it amends this Supply Agreement. No purchase order or acknowledgement will amend this Supply Agreement. All matters designated herein as subject to agreement of the Parties must be agreed upon in a writing signed by authorized representatives of both Parties for such agreement to be effective.

12.8 ASSIGNMENT. Except as otherwise expressly provided in this Supply Agreement, neither Party shall assign or transfer this Supply Agreement or all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other Party which shall not be unreasonably refused or delayed. Notwithstanding the foregoing and provided such entity is not a Competitor of the other Party, either Party may assign this Supply Agreement in whole or in part (i) to any subsidiary of such Party; (ii) to a successor of such Party in the event of a merger or acquisition of such Party; or (iii) to a successor of any portion of the business of such Party resulting from a divestiture of such business, and constituting the Supplier Fab in the case of Supplier, or constituting substantially all of Buyer's business(es) purchasing the Wafers and Services in the case of Buyer, and the other Party's consent to any of the foregoing assignments will not be required. Any unauthorized assignment or transfer

shall be null and void. This Supply Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

12.9 NOTICES. Any notice, consent, approval, or other communication intended to have legal effect to be given under this Supply Agreement (other than a purchase order or invoice) must be in writing and will be delivered (as elected by the Party giving such notice): (i) personally; (ii) by postage prepaid registered or certified airmail, return receipt requested; (iii) by express courier service providing proof of delivery; or (iv) by facsimile with a confirmation copy deposited prepaid with an express courier service providing proof of delivery. Unless otherwise provided herein, all notices will be deemed to have been duly given on: (y) the date of receipt (or if delivery is refused, the date of such refusal) if delivered personally, by mail, or by express courier; or (z) one (1) business day after receipt by telecopy if the telecopy was accompanied by the mailing of the notice courier service. Each Party may change its address for purposes hereof on not less than three (3) days' prior notice to the other Party. Notice hereunder will be sent to the following addresses:

If to Buyer, to:	If to Supplier, to:
Conexant Systems, Inc.	Alpha Industries, Inc.
4311 Jamboree Road	25 Computer Drive
Newport Beach, CA 92660-3095	Haverhill, MA 01832-1236
Attn: Chief Executive Officer	Attn: President

With a copy:

If to Buyer, to:	If to Supplier, to:
Conexant Systems, Inc.	Alpha Industries, Inc.
4311 Jamboree Road	25 Computer Drive
Newport Beach, CA 92660-3095	Haverhill, MA 01832-1236
Attn: General Counsel	Attn: General Counsel

12.10 WAIVER. If a Party fails to insist on performance of any of the terms and conditions, or fails to exercise any of its rights or privileges of this Supply Agreement, such failure will not constitute a waiver of such terms, conditions, rights, or privileges.

12.11 SEVERABILITY. If the application of any provision or provisions of this Supply Agreement to any particular facts or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, then: (i) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Supply Agreement will not in any way be affected or impaired thereby; and (ii) such provision or provisions will be reformed without further action by the Parties and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

12.12 COUNTERPARTS AND FACSIMILE. This Supply Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute one and the same instrument. The Parties intend that each Party will receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile copy of this Supply Agreement, including the signature pages hereto, will be deemed to be an original.

12.13 RULES OF CONSTRUCTION. As used in this Supply Agreement, all terms used in the singular will be deemed to include the plural, and vice versa, as the context may require. The words "hereof," "herein," and "hereunder" refer to this Supply Agreement as a whole, including the attached exhibits, as the same may from time to time be amended or supplemented, and not to any subdivision in this Supply Agreement. When used in this Supply Agreement, unless otherwise expressly stated, "including" means "including, without limitation" and "discretion" means sole discretion. Unless otherwise expressly stated, when a Party's approval or consent is required under this Supply Agreement, such Party may grant or withhold its approval or consent in its discretion. References to "Section" or "Exhibit" will be to the applicable section or exhibit of this Supply Agreement. Descriptive headings are inserted for convenience only and will not be utilized in interpreting the Supply Agreement. This Supply Agreement has been negotiated by the Parties and reviewed by their respective counsel and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party.

12.14 ENTIRE AGREEMENT. As to the subject matter hereof: (i) this Supply Agreement, including its exhibits, sets forth the entire agreement between Buyer and Supplier; (ii) no promise, inducement, understanding, or agreement not expressly contained herein has been made; and (iii) this Supply Agreement merges and supersedes any and all previous agreements, understandings, and negotiations between the Parties. The terms and conditions of this Agreement supersede any terms or conditions in any purchase order, form acknowledgement or other instrument issued by either Party in connection with this Agreement which add to or differ from this Agreement and such additional or differing terms and conditions shall have no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Supply Agreement as of the Effective Date by the undersigned duly authorized representatives of each Party.

BUYER:	SUPPLIER:
CONEXANT SYSTEMS, INC.	ALPHA INDUSTRIES, INC.
By: /s/ Dennis E, O'Reilly	By: /s/ Paul E . Vincent
Name: Dennis E, O'Reilly	Name: Paul E . Vincent
Title: Senior Vice President, General Counsel and Secretary	Title: Vice President, Chief Financial Officer, Treasurer and Secretary

EXHIBIT A - PRICING

GAAS WAFER PRICE THROUGH PCM PASS

PROCESS	PRICE
CMD	[CONFIDENTIAL TREATMENT REQUESTED]/*/
HDG2	[CONFIDENTIAL TREATMENT REQUESTED]/*/
HBT-DG	[CONFIDENTIAL TREATMENT REQUESTED]/*/

POST PROBE PROCESSING CHARGE (BY PART NUMBER)
* Includes parametric test, Grind, ink, and scribe and break

PART NUMBER	MASK NUMBER	COST PER WAFER
CX60057	N/A	[CONFIDENTIAL TREATMENT REQUESTED]/*/
CX60077	60077	[CONFIDENTIAL TREATMENT REQUESTED]/*/
CX60077-IB	60077	[CONFIDENTIAL TREATMENT REQUESTED]/*/
CX60083	60103	[CONFIDENTIAL TREATMENT REQUESTED]/*/
CX60087	60087	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1901	40065	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1902A24	60044	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1902A6	60044	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1903A24	60017,60072	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1904	40068	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1905	60061	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1906	60062	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1910	60066	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1911	60017,60072	[CONFIDENTIAL TREATMENT REQUESTED]/*/
R1912	60017,60072	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RS706	60078	[CONFIDENTIAL TREATMENT REQUESTED]/*/
RS711	60079	[CONFIDENTIAL TREATMENT REQUESTED]/*/

PRORATED WAFER CANCELLATION COST

	Raw Material	Cost Per Step Completed
CMD	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
HDG2	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/
HBT-DG	[CONFIDENTIAL TREATMENT REQUESTED]/*/	[CONFIDENTIAL TREATMENT REQUESTED]/*/

EXHIBIT B - QUALITY SPECIFICATIONS

Level I
NP-M-0001 Newbury Park Quality Manual

Level II
NP-01084 Epi Wafer Specification

Level II
NP-01065 Wafer Visual Inspection Standard

Level II
NP-CP-4009 HBT Quality Plan

Level II
NP-01064 Specification for Handling, Packaging and Storage of GaAs Products

EXHIBIT C - NEW PROCESS TECHNOLOGY PROCEDURES

NP-01422 HBT3-DG Design Guide

NP-01247 HBT3-DG Design Rule Specification

EXHIBIT D - WAFER CYCLE TIMES

The following sets forth the average wafer cycle times:

Digital Wafer Fabrication = 12 weeks

Post Probe Processing = 2 weeks

EXHIBIT E - FINAL TEST AND PROBE SERVICES SUPPORT

QUALITY ASSURANCE (EFFECTIVELY 1 PERSON OF SUPPORT):

Incoming Package inspection / First Article Inspection on New Products

Outgoing package inspection post test and Shipping Inspection

Wafer Lot acceptance post Fab (GaAs)

Wafer outgoing inspection post scribe, break

Die Visual inspection

Logistical coordination of Test equipment calibration for Buyer owner equipment

Documentation review & Approval TECO, DMS & STR

PRODUCTION CONTROL ACTIVITIES:(EFFECTIVELY 1 PERSON FOR SUPPORT) RECEIVING:

Receive parts, prepare receiving log sheet, verify for package count and damage, deliver to recipient.

PRODUCTION CONTROL:

Receive parts from Receiving, Match paperwork to Purchase Order.

Prepare Promis lot follower and submit parts and lot follower to Test.

Place Lot Holds and perform Lot splits to support shipment requirements as directed.

Maintain and report Engineering Held inventory.

PRODUCTION PLANNING:

Participate in scheduling and delivery requirements meetings with Buyer.

Provide delivery commitments based on capacity and indicated priorities.

WIP monitoring to assure on time delivery commitments.

Development of Promis Prods for new products.

Focal point for problem resolution related to Purchase orders, work orders, actual parts received mismatches.

Co-ordinate procedure changes to meet Buyer requirements.

INDUSTRIAL ENGINEERING : (VARIABLE SUPPORT AS REQUIRED)

Layout support

WIP movement plans

Staffing analysis

Capacity modeling only to support OEE improvement

EXHIBIT F - DELIVERY AND LOGISTICS

SERVICES SUPPLIED TO BUYER

Supplier receives Purchase Order from Buyer

Supplier receives Product with detailed Work Order instructions for requested Services

Supplier creates Lot Follower in PROMIS for WIP tracking

Supplier performs Services requested

Supplier performs Quality Assurance checks

Supplier prepares Notice to Ship to Buyer

Supplier ships product to Buyer

GOODS SUPPLIED TO BUYER

Supplier receives Purchase Order from Buyer

Supplier creates Lot Follower in PROMIS for WIP tracking

Supplier Fabricates Wafers

Supplier performs Quality Assurance checks

Supplier prepares Notice to Ship to Buyer

Supplier ships Wafers to Buyer

EXHIBIT G - REPORTS

Supplier shall prepare and provide the following reports to Buyer.

Monthly Yield Reports (demonstrated) - fab line yield, probe, assembly, test - as applicable

Monthly Cycle-Time Report (demonstrated) -

Monthly Queue-Time Report (demonstrated) - can be combined with Cycle-Time report if easier

Monthly On-Time Delivery Report (demonstrated) -

Weekly WIP Report(snapshot)-

Monthly Diebank Inventory report (snapshot) -

Monthly Raw Material Inventory Report (snapshot) - (substrates, tape/reel material, trays, etc)

Exhibit 10.aa

$200,000,000

SKYWORKS SOLUTIONS INC.

4 3/4% CONVERTIBLE SUBORDINATED
NOTES DUE NOVEMBER 15, 2007

REGISTRATION RIGHTS AGREEMENT

November 12, 2002

Credit Suisse First Boston Corporation
As Representatives of the Several Purchasers
Eleven Madison Avenue
New York, New York 10010-3629

Dear Sirs:

Skyworks Solutions Inc., a Delaware corporation (the "COMPANY"), proposes to issue and sell to Credit Suisse First Boston Corporation (the "INITIAL PURCHASER"), upon the terms set forth in a purchase agreement dated November 6, 2002 (the "PURCHASE AGREEMENT"), $200,000,000 aggregate principal amount (plus up to an additional $30,000,000 principal amount) of its 4 3/4% Convertible Subordinated Notes due November 15, 2007 (the "INITIAL SECURITIES"). The Initial Securities will be convertible into shares of common stock, par value $0.25 per share, of the Company (the "COMMON STOCK") at the conversion price set forth in the Offering Circular dated November 6, 2002. The Initial Securities will be issued pursuant to an Indenture, dated as of November 12, 2002, (the "INDENTURE"), among the Company and State Street Bank and Trust Company, as trustee (the "TRUSTEE"). As an inducement to the Initial Purchaser to enter into the Purchase Agreement, the Company agrees with the Initial Purchaser, for the benefit of (i) the Initial Purchaser and (ii) the holders of the Initial Securities and the Common Stock issuable upon conversion of the Initial Securities (collectively, the "SECURITIES") from time to time until such time as such Securities have been sold pursuant to a Shelf Registration Statement (as defined below) (each of the forgoing a "HOLDER" and collectively the "HOLDERS"), as follows:

1. Shelf Registration. (a) The Company shall, at its cost, prepare and, as promptly as practicable (but in no event more than 90 days after the First Closing Date (as defined in the Purchase Agreement) file with the Securities and Exchange Commission (the "COMMISSION") and thereafter use its commercially reasonable efforts to cause to be declared effective as soon as practicable a registration statement on Form S-3 within 180 days of the First Closing Date, (the "SHELF REGISTRATION STATEMENT") relating to the offer and sale of the Transfer Restricted Securities (as defined in Section 5 hereof) by the Holders thereof from time to time in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act of 1933, as amended (the "SECURITIES ACT") (hereinafter, the "SHELF REGISTRATION"); provided, however, that no Holder (other than the Initial Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Company shall use its reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein (the "PROSPECTUS") to be lawfully delivered by the Holders of the relevant Securities, for a period of two years (or for such longer period if

extended pursuant to Section 2(h) below) from the date of its effectiveness or such shorter period that will terminate when all the Securities covered by the Shelf Registration Statement (i) have been sold pursuant thereto or (ii) are no longer restricted securities (as defined in Rule 144(k) under the Securities Act, or any successor rule thereof), assuming for this purpose that the Holders thereof are not affiliates of the Company (in any such case, such period being called the "SHELF REGISTRATION PERIOD"). The Company shall be deemed not to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless such action is (i) required by applicable law or (ii) taken by the Company in good faith upon the occurrence of any event contemplated by Section 2(b)(v) below, and the Company thereafter complies with the requirements of Section 2(h).

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause the Shelf Registration Statement and the Prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. Registration Procedures. In connection with the Shelf Registration contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Company shall (i) furnish to each Initial Purchaser, prior to the filing thereof with the Commission, a copy of the Shelf Registration Statement and each amendment thereof and each supplement, if any, to the prospectus included therein and, in the event that each Initial Purchaser (with respect to any portion of an unsold allotment from the original offering) is participating in the Shelf Registration Statement, shall use reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as such Initial Purchaser reasonably may propose; and (ii) include the names of the Holders who propose to sell Securities pursuant to the Shelf Registration Statement as selling securityholders.

(b) The Company shall give written notice to the Initial Purchasers and the Holders of the Securities (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made):

(i) when the Shelf Registration Statement or any amendment thereto has been filed with the Commission and when the Shelf Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Shelf Registration Statement or the prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the Company to make changes in the Shelf Registration Statement or the Prospectus in order that the Shelf Registration Statement or the Prospectus does not contain an untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the

Prospectus, in light of the circumstances under which they were made) not misleading, which written notice need not provide any detail as to the nature of such event.

(c) The Company shall make every reasonable effort to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Shelf Registration Statement.

(d) The Company shall furnish to each Holder of Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(e) The Company shall, during the Shelf Registration Period, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the Prospectus (including each preliminary prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the Prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(f) Prior to any public offering of the Securities pursuant to the Shelf Registration Statement, the Company shall register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or "blue sky" laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by such Registration Statement; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action which would subject it to general service of process or to taxation in any jurisdiction where it is not then so subject.

(g) The Company shall cooperate with the Holders of the Securities to facilitate the timely preparation and delivery of certificates representing the Securities to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to the Shelf Registration Statement.

(h) Upon the occurrence of any event contemplated by paragraphs (ii) through (v) of Section 2(b) above during the period for which the Company is required to maintain an effective Shelf Registration Statement, the Company shall as required hereby prepare and file a post-effective amendment to the Shelf Registration Statement or an amendment or supplement to the Prospectus and any other required document so that, as thereafter delivered to Holders or purchasers of the Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Company may delay filing and distributing any such supplement or amendment (and continue the suspension of the use of the Prospectus) if the Company determines in good faith that such supplement or amendment would, in the reasonable judgment of the Company, (i) interfere with or affect the negotiation or completion of a transaction that is being contemplated by the Company or (ii) involve initial or continuing disclosure obligations that are not in the best interests of the Company's stockholders at such time; provided, further, that neither such delay nor such suspension shall extend for a period of more than 45 consecutive days or an aggregate of 90 days in any twelve-month period. If the Company notifies the Initial Purchasers and the Holders in accordance with paragraphs (ii) through (v) of Section 2(b) above to suspend the use of the Prospectus until the requisite changes to the Prospectus have been made, then the Initial Purchasers and the Holders shall suspend use of such prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 1(b) above shall be extended by the number of days from and including the date of the giving of such notice to and including the date when

THE Initial Purchaser and the Holders shall have received such amended or supplemented prospectus pursuant to this Section 2(h).

(i) Not later than the effective date of the Shelf Registration Statement, the Company will provide CUSIP numbers for the Initial Securities and the Common Stock registered under the Shelf Registration Statement, and provide the Trustee with printed certificates for the Initial Securities, in a form eligible for deposit with The Depository Trust Company.

(j) The Company will comply with all rules and regulations of the Commission to the extent and so long as they are applicable to the Shelf Registration and will make generally available to its security holders (or otherwise provide in accordance with Section 11(a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the Shelf Registration Statement, which statement shall cover such 12-month period.

(k) The Company shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, (the "TRUST INDENTURE ACT") in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Company shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(l) Each Holder agrees, by acquisition of the Securities, that no Holder shall be entitled to sell any such Securities pursuant to the Shelf Registration Statement or to receive a prospectus relating thereto, unless such Holder has furnished the Company with a Notice and Questionnaire as required pursuant to Section 2(m) hereof and the information set forth in the next sentence. Each Holder agrees promptly to furnish the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not misleading and any other information regarding such Holder and the distribution of such Securities as the Company may from time to time reasonably request.

(m) Each Holder agrees that if such Holder wishes to sell such Holder's Securities pursuant to the Shelf Registration Statement and related prospectus, it will do so in accordance with this Section 2(m). Each Holder wishing to sell Securities pursuant to a Shelf Registration Statement and related prospectus agrees to deliver a properly, completely and signed Notice and Questionnaire (included in the Offering Circular (as defined in the Purchase Agreement) as Annex A and the form of attached hereto) to the Company at least fifteen (15) business days prior to any intended distribution of Securities under the Shelf Registration Statement. From and after the date the Shelf Registration Statement is declared effective, the Company shall, as promptly as is practicable after the date a Notice and Questionnaire is delivered, and in any event within fifteen (15) business days after such date, (i) if required by law, file with the Commission a post-effective amendment to the Registration Statement or prepare and, if required by applicable law, file a supplement to the related prospectus or a supplement or amendment to any document incorporated therein by reference or file any other required document so that the Holder delivering such Notice and Questionnaire is named a selling securityholder in the Registration Statement and the related prospectus in such a manner as to permit such Holder to deliver such prospectus to purchasers of the Securities in accordance with applicable law and, if the Company shall file a post-effective amendment to the Registration Statement, use all reasonable efforts to cause such post-effective amendment to be declared effective under the Securities Act as promptly as practical, but in any event by the date that is thirty (30) business days after the date such post-effective amendment is required by this clause to be filed; (ii) provide such Holder copies of any documents filed pursuant to this Section; and (iii) notify such Holder as promptly as practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to this Section; provided, that if such Notice and Questionnaire is delivered during a period in which the use of such prospectus is suspended pursuant to Section 2(c) hereof, the Company shall so inform the Holder delivering such Notice and Questionnaire and shall take the actions set forth in clauses (i), (ii) and (iii) above upon expiration of such suspension period. Notwithstanding anything contained herein to the contrary, the Company shall be under no obligation to name any Holder that has not supplied the

requisite information required by this Section as a selling securityholder in the Registration Statement and related prospectus and any amendment or supplement thereto; provided, however, that any Holder that has subsequently supplied the requisite information required by this Section pursuant to the provisions of this Section (whether or not such Holder has supplied the requisite information required by this Section at the time the Registration Statement was declared effective) shall be named as a selling securityholder in the Registration Statement or related prospectus in accordance with the requirements of this Section. Notwithstanding anything contained herein to the contrary, the Company shall not be required to file more than one post-effective amendment or supplement for the purpose of naming selling security holders in any seven-day period.

(n) The Company shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other actions, if any, as any Holder shall reasonably request in order to facilitate the disposition of the Securities pursuant to the Shelf Registration; provided, however, that the Company shall not be required to facilitate an underwritten offering pursuant to a Shelf Registration Statement by any Holders unless the offering relates to at least $25,000,000 principal amount of the Initial Securities or an equivalent amount of Common Stock.

(o) The Company shall (i) make reasonably available for inspection by the Holders, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders or any such underwriter, all relevant financial and other records, pertinent corporate documents and properties of the Company and (ii) cause the Company's officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons, to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; provided, however, that the foregoing inspection and information gathering shall be coordinated on behalf of the Initial Purchasers by you and on behalf of the other parties, by one counsel designated by and on behalf of such other parties as described in Section 3 hereof.

(p) In the event of an underwritten offering, the Company shall use reasonable best efforts to cause (i) its counsel to deliver an opinion and updates thereof relating to the Securities in customary form addressed to such Holders and the managing underwriters, if any, thereof, and dated, in the case of the initial opinion, the effective date of such Shelf Registration Statement (it being agreed that the matters to be covered by such opinion shall include, subject to customary assumptions and other qualifications, the due incorporation and good standing of the Company and its subsidiaries; the qualification of the Company and its subsidiaries to transact business as foreign corporations; the due authorization, execution and delivery of the relevant agreement of the type referred to in Section 2(m) hereof; the due authorization, execution, authentication and issuance, and the validity and enforceability, of the Securities; the absence of material legal or governmental proceedings involving the Company and its subsidiaries; the absence of governmental approvals required to be obtained in connection with the Shelf Registration Statement, the offering and sale of the Securities, or any agreement of the type referred to in Section 2(m) hereof; the compliance as to form of the Shelf Registration Statement and any documents incorporated by reference therein and of the Indenture with the requirements of the Securities Act and the Trust Indenture Act, respectively; and, as of the date of the opinion and as of the effective date of the Shelf Registration Statement or most recent post-effective amendment thereto, as the case may be, the absence from the Shelf Registration Statement and the prospectus included therein, as then amended or supplemented, and from any documents incorporated by reference therein of an untrue statement of a material fact or the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any such documents, in the light of the circumstances existing at the time that such documents were filed with the Commission under the Exchange Act of 1934, as amended (the "EXCHANGE ACT")); (ii) its officers to execute and deliver all customary documents and certificates and updates thereof requested by any underwriters of the Securities and (iii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Shelf Registration Statement to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort

letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

(q) The Company shall use its reasonable best efforts to take all other steps necessary to effect the registration of the Securities covered by a Registration Statement contemplated hereby.

3. Registration Expenses. (a) The Company shall bear all fees and expenses incurred in connection with the performance of its obligations hereunder, whether or not a Shelf Registration Statement is filed or becomes effective and shall bear or reimburse the Holders of the Securities covered thereby for reasonable fees and disbursements of not more than one counsel, designated by the Holders of a majority in principal amount of the Securities covered by the Shelf Registration Statement (provided that Holders of Common Stock issued upon the conversion of the Initial Securities shall be deemed to be Holders of the aggregate principal amount of Initial Securities from which such Common Stock was converted) to act as counsel for the Holders in connection therewith.

(b) In connection with any underwritten Shelf Registration Statement, the participating Holders shall be responsible for the payment of any and all underwriters and brokers and dealers discounts and selling commissions and such discounts and commissions shall be borne by the participating Holders in proportion to the number of Securities sold by such Holders.

4. Indemnification. (a) The Company agrees to indemnify and hold harmless each Holder and each person, if any, who controls such Holder within the meaning of the Securities Act or the Exchange Act (each Holder, and such controlling persons are referred to collectively as the "INDEMNIFIED PARTIES") from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement or prospectus including any document incorporated by reference therein, or in any amendment or supplement thereto or in any preliminary prospectus relating to the Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; provided, however, that (i) the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in the Shelf Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to the Shelf Registration in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus relating to the Shelf Registration Statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Holder from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a prospectus relating to such Securities was required to be delivered by such Holder under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of such Holder results from the fact that there was not sent or given to such person, at or prior to the written confirmation of the sale of such Securities to such person, a copy of the final prospectus if the Company had previously furnished copies thereof to such Holder; provided further, however, that this indemnity agreement will be in addition to any liability which the Company may otherwise have to such Indemnified Party. The Company shall also indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by such Holders.

(b) Each Holder, severally and not jointly, will indemnify and hold harmless the Company, its officers and directors and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Company or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement or prospectus or in any amendment or supplement thereto or in any preliminary prospectus relating to the Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Company for any legal or other expenses reasonably incurred by the Company or any such controlling person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability which such Holder may otherwise have to the Company or any of its controlling persons.

(c) Promptly after receipt by an indemnified party under this Section 4 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 4, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this Section 4 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party. No indemnified party shall effect any settlement of any pending or threatened action without the prior written consent of the indemnifying party, which such consent shall not be unreasonably withheld or delayed.

(d) If the indemnification provided for in this Section 4 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the sale of the Securities, pursuant to the Shelf Registration, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged

untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or such Holder or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding any other provision of this Section 4(d), the Holders shall not be required to contribute any amount in excess of the amount by which the net proceeds received by such Holders from the sale of the Securities pursuant to the Shelf Registration Statement exceeds the amount of damages which such Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

(e) The agreements contained in this Section 4 shall survive the sale of the Securities pursuant to the Shelf Registration Statement and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

5. Additional Interest Under Certain Circumstances. (a) Additional interest (the "ADDITIONAL INTEREST") with respect to the Initial Securities shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (iv) below being herein called a "REGISTRATION DEFAULT"):

(i) the Shelf Registration Statement has not been filed with the Commission by the 90th day after the first date of original issuance of the Initial Securities;

(ii) the Shelf Registration Statement has not been declared effective by the Commission by the 180th day after the first date of original issue of the Initial Securities; or

(iii) the Company fails with respect to a Holder that supplies the Notice and Questionnaire described in Paragraph 2(m) to amend or supplement the Registration Statement in the manner set forth in 2(m); provided that such assessment shall be paid only to such Holder and directly to such Holder; or

(iv) the Shelf Registration Statement is declared effective, and such Shelf Registration Statement ceases to be effective or fails to be usable in connection with resales of Initial Securities and the Transfer Restricted Securities issuable upon the conversion of the Initial Securities in accordance with and during the periods specified in this Agreement and (A) the Company does not cure the Shelf Registration Statement within fifteen business days by a post-effective amendment or a report filed pursuant to the Exchange Act or (B) if applicable, the Company does not terminate the suspension period described above by the 45th or 90th day, as the case may be.

Each of the foregoing will constitute a Registration Default whatever the reason for any such event and whether it is voluntary or involuntary or is beyond the control of the Company or pursuant to operation of law or as a result of any action or inaction by the Commission.

Additional Interest shall accrue on the Initial Securities over and above the interest set forth in the title of the Initial Securities from and including the date on which any such Registration Default shall occur to but excluding the date on which all such Registration Defaults have been cured, at a rate of 0.50% per annum (the "ADDITIONAL INTEREST RATE") (or an equivalent amount of any Common Stock issued upon conversion of the Initial Securities). In the case of a registration default described in clause (iii) the

Company's obligation to pay additional interest extends only to the affected Initial Securities. The Company shall have no other liabilities for monetary damages with respect to its registration obligations. With respect to each Holder, the Company's obligations to pay additional interest remain in effect only so long as the Initial Securities and the Common Stock issuable upon the conversion of the Initial Securities held by the Holder are Transfer Restricted Securities within the meaning of this Agreement.

(b) A Registration Default referred to in Section 5(a)(iii) hereof shall be deemed not to have occurred and be continuing in relation to the Shelf Registration Statement or the related prospectus if (i) such Registration Default has occurred solely as a result of (x) the filing of a post-effective amendment to the Shelf Registration Statement to incorporate annual audited financial information with respect to the Company where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related prospectus or (y) other material events, with respect to the Company that would need to be described in such Shelf Registration Statement or the related prospectus and (ii) in the case of clause (y), the Company is proceeding promptly and in good faith to amend or supplement the Shelf Registration Statement and related prospectus to describe such events as required by paragraph 2(h) hereof; provided, however, that in any case if such Registration Default occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day such Registration Default occurs until such Registration Default is cured.

(c) Any amounts of Additional Interest due pursuant to Section 5(a) will be payable in cash on the regular interest payment dates with respect to the Initial Securities. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest Rate by the principal amount of the Initial Securities, further multiplied by a fraction, the numerator of which is the number of days such Additional Interest Rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360.

(d) "TRANSFER RESTRICTED SECURITIES" means each Security until (i) the date on which such Security has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement or (ii) the date on which such Security is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act.

6. Rules 144 and 144A. The Company shall use its reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the request of any Holder, make publicly available other information so long as necessary to permit sales of their securities pursuant to Rules 144 and 144A. The Company covenants that it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Transfer Restricted Securities without registration under the Securities Act within the limitation of the exemptions provided by Rules 144 and 144A (including the requirements of Rule 144A(d)(4)). The Company will provide a copy of this Agreement to prospective purchasers of Securities identified to the Company by the Initial Purchaser upon request. Upon the request of any Holder, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 6 shall be deemed to require the Company to register any of its securities pursuant to the Exchange Act.

7. Underwritten Registrations. If any of the Transfer Restricted Securities covered by the Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering ("MANAGING UNDERWRITERS") will be selected by the holders of a majority in aggregate principal amount of such Transfer Restricted Securities to be included in such offering (provided that holders of Common Stock issued upon conversion of the Initial Securities shall not be deemed holders of Common Stock, but shall be deemed to be holders of the aggregate principal amount of Initial Securities from which such Common Stock was converted) and such selection shall be subject to the Company's consent, which shall not be unreasonably withheld or delayed.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting

arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

8. Miscellaneous.

(a) Remedies. The Company acknowledges and agrees that any failure by the Company to comply with its obligations hereunder may result in material irreparable injury to the Initial Purchasers or the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Initial Purchasers or any Holder may obtain such relief as may be required to specifically enforce the Company's obligations hereunder.

(b) No Inconsistent Agreements. The Company will not on or after the date of this Agreement enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's securities under any agreement in effect on the date hereof.

(c) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by the Company and the written consent of the holders of a majority in principal amount of the Securities affected by such amendment, modification, supplement, waiver or consents (provided that holders of Common Stock issued upon conversion of Initial Securities shall not be deemed holders of Common Stock, but shall be deemed to be holders of the aggregate principal amount of Initial Securities from which such Common Stock was converted). Without the consent of the Holder of each Initial Security, however, no modification may change the provisions relating to the payment of Additional Interest.

(d) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) if to a Holder of the Securities, at the most current address given by such Holder to the Company.

(2) if to the Initial Purchasers;

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, NY 10010-3629
Fax No.: (212) 325-8278
Attention: Transactions Advisory Group

with a copy to:

Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475
Attn: Kris F. Heinzelman, Esq.

(3) if to the Company, at its address as follows:

Skyworks Solutions Inc.
20 Sylvan Road

Woburn, MA 01801
Attn: Chief Financial Officer

with a copy to:

Testa, Hurwitz & Thibeault, LLP
125 High Street
Boston, MA 02110
Attn: Gordon H. Hayes, Esq.

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(e) Third Party Beneficiaries. The Holders shall be third party beneficiaries to the agreements made hereunder between the Company, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent they may deem such enforcement necessary or advisable to protect their rights or the rights of Holders hereunder.

(f) Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

By the execution and delivery of this Agreement, the Company submits to the nonexclusive jurisdiction of any federal or state court in the State of New York.

(j) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) Securities Held by the Company. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Company or its affiliates (other than subsequent Holders of Securities if such subsequent Holders are deemed to be affiliates solely by reason of their holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the several Initial Purchasers and the Company in accordance with its terms.

Very truly yours,

Skyworks Solutions, Inc.

by /s/ PAUL E. VINCENT

Name: Paul E. Vincent
Title: Vice President and Chief Financial Officer

The foregoing Registration
Rights Agreement is hereby confirmed
and accepted as of the date first
above written.

By: CREDIT SUISSE FIRST BOSTON CORPORATION

by /s/ AMR ELSHAER
_____
Name: Amr Elshaer
Title: Director

Acting on behalf of itself and as the
Representative of the several Purchasers

FORM OF SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE

The undersigned beneficial holder of 4 3/4% Convertible Subordinated Notes due 2007 (the "Notes") of Skyworks Solutions, Inc. (the "Company") or Common Stock, par value $0.25 per share (the "Common Stock" and together with the Notes, the "Registrable Securities"), of the Company understands that the Company has filed or intends to file with the Securities and Exchange Commission a registration statement (the "Shelf Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended, of the Registrable Securities in accordance with the terms of the Registration Rights Agreement, dated as of November 12, 2002 (the "Registration Rights Agreement"), among the Company and the Initial Purchasers named therein. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Registration Rights Agreement.

Each beneficial owner of Registrable Securities is entitled to the benefits of the Registration Rights Agreement. In order to sell or otherwise dispose of any Registrable Securities pursuant to the Shelf Registration Statement, a beneficial owner of Registrable Securities generally will be required to be named as a selling securityholder in the related prospectus, deliver a prospectus to each purchaser of Registrable Securities and be bound by those provisions of the Registration Rights Agreement applicable to such beneficial owner (including certain indemnification provisions, as described below). Beneficial owners are encouraged to complete and deliver this Notice and Questionnaire prior to the effectiveness of the Shelf Registration Statement so that such beneficial owners may be named as selling securityholders in the related prospectus at the time of effectiveness. Any beneficial owner of Notes wishing to include its Registrable Securities must deliver to the Company a properly completed and signed Selling Securityholder Notice and Questionnaire.

Certain legal consequences arise from being named as a selling securityholder in the Shelf Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Shelf Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities beneficially owned by it and listed below in Item 3 (unless otherwise specified under Item 3) pursuant to the Shelf Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands that it will be bound by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

1. (a) Full Legal Name of Selling Securityholder:

_____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities listed in (3) below are held:

_____

(c) Full Legal Name of DTC Participant (if applicable and if not the same as (b) above) through which Registrable Securities listed in (3) below are held:

_____

2. Address for Notices to Selling Securityholder:

_____

_____

Telephone: _____

Fax: _____

Contact Person: _____

3. Beneficial Ownership of Registrable Securities:

(a) Type and Principal Amount of Registrable Securities beneficially owned:

_____

_____

(b) CUSIP No(s). of Registrable Securities beneficially owned:

_____

_____

4. Beneficial Ownership of the Company's securities owned by the Selling Securityholder:

_____

_____

Except as set forth below in this Item (4), the undersigned is not the beneficial or registered owner of any "Other Securities," defined as securities of the Company other than the Registrable Securities listed above in Item (3).

_____

_____

(a) Type and Amount of Other Securities beneficially owned by the Selling Securityholder:

_____

_____

(b) CUSIP No(s). of such Other Securities beneficially owned:

_____

_____

5. Relationship with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equityholders (5% or more) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____

_____

_____

_____

6. Plan of Distribution:

Except as set forth below, the undersigned (including its donees or pledgees) intends to distribute the Registrable Securities listed above in Item (3) pursuant to the Shelf Registration Statement only as follows (if at all): Such Registrable Securities may be sold from time to time directly by the undersigned or alternatively, through underwriters, broker-dealers or agents. If the Registrable Securities are sold through underwriters or broker-dealers, the Selling Securityholder will be responsible for underwriting discounts or commissions or agent's commissions. Such Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve block transactions) (i) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market, or (iv) through the writing of options. In connection with sales of the Registrable Securities or otherwise, the undersigned may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Registrable Securities and deliver Registrable Securities to close out such short positions, or loan or pledge Registrable Securities to broker-dealers that in turn may sell such securities.

State any exceptions here:

_____

_____

_____

_____

The undersigned acknowledges that it understands its obligation to comply with the provisions of the Securities Exchange Act of 1934, as amended, and the rules thereunder relating to stock manipulation, particularly Regulation M thereunder (or any successor rules or regulations), in connection with any offering of Registrable Securities pursuant to the Shelf Registration Statement. The undersigned agrees that neither it nor any person acting on its behalf will engage in any transaction in violation of such provisions.

The Selling Securityholder hereby acknowledges its obligations under the Registration Rights Agreement to indemnify and hold harmless certain persons as set forth therein.

Pursuant to the Registration Rights Agreement, the Company has agreed under certain circumstances to indemnify the Selling Securityholder against certain liabilities.

In accordance with the undersigned's obligation under the Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Shelf Registration Statement remains effective. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing at the address set forth below.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to items (1) through (6) above and the inclusion of such information in the Shelf Registration Statement and the related prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Shelf Registration Statement and the related prospectus.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated:

Beneficial Owner

By: _____
Name:
Title:

PLEASE RETURN THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO:

Skyworks Solutions, Inc
20 Sylvan Road
Woburn, Massachusetts 01801
Attention: Paul E. Vincent, Chief Financial Officer

with a copy to:

Testa, Hurwitz & Thibeault, LLP
125 High Street
Boston, MA 02110
Attention: Gordon H. Hayes

Exhibit 10.bb

$45,000,000

SKYWORKS SOLUTIONS, INC.

15% CONVERTIBLE NOTES DUE JUNE 30,2005
15% SENIOR CONVERTIBLE NOTES DUE JUNE 30,2005

REGISTRATION RIGHTS AGREEMENT

November 12,2002

Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach, California 92660-3095

Dear Sirs:

Skyworks Solutions, Inc., a Delaware corporation (the "COMPANY"), proposes to issue and deliver to Conexant Systems, Inc., a Delaware corporation ("Conexant"), upon the terms and conditions set forth in the Refinancing Agreement dated as of November 6,2002 by and between Conexant and the Company (the "REFINANCING AGREEMENT") $45,000,000 aggregate principal amount of its 15% Convertible Notes Due June 30,2005 (the "INTERIM CONVERTIBLE NOTES") which are exchangeable for an equal aggregate principal amount of 15% Senior Convertible Notes Due June 30,2005 (the "SENIOR CONVERTIBLE NOTES"). The Interim Convertible Notes and Senior Convertible Notes will be convertible into shares of common stock, par value $.25 per share, of the Company (the "COMMON STOCK") at the conversion price set forth therein (the "CONVERSION PRICE"). The Senior Convertible Notes will be issued pursuant to an Indenture (the "INDENTURE"), by and between the Company and a trustee to be reasonably agreed between the Company and Conexant (the "TRUSTEE"). As an inducement to Conexant to enter into the Refinancing Agreement, the Company agrees with Conexant, for the benefit of (i) Conexant and (ii) the holders of the Senior Convertible Notes and the Common Stock issuable upon conversion of the Interim Convertible Notes and the Senior Convertible Notes (collectively, the "SECURITIES") from time to time until such time as the Securities have been sold pursuant to a Shelf Registration Statement (as defined below) (each of the forgoing, including Conexant, a "HOLDER" and collectively, the "HOLDERS"), as follows:

1. Shelf Registration. (a) The Company shall, at its cost, prepare and, as promptly as practicable (but in no event more than 45 days after the date hereof) file with the Securities and Exchange Commission (the "COMMISSION") and thereafter use its commercially reasonable efforts to cause to be declared effective as soon as practicable a registration statement on Form S-3 within 90 days after the date hereof (the

"SHELF REGISTRATION STATEMENT") relating to the offer and sale of the Transfer Restricted Securities (as defined in Section 5 hereof) by the Holders thereof from time to time in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act of 1933, as amended (the "SECURITIES ACT") (hereinafter, the "SHELF REGISTRATION"); provided, however, that no Holder (other than Conexant) shall be entitled to have the Securities held by it covered by the Shelf Registration Statement unless the Holder agrees in writing to be bound by all the provisions of this Agreement applicable to the Holder.

(b) The Company shall use its reasonable best efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein (the "PROSPECTUS") to be lawfully delivered by the Holders of the relevant Securities for a period beginning from the date of its effectiveness and ending on December 31,2005 (or for such longer period if extended pursuant to Section 2(h) below) or such shorter period that will terminate when all the Securities covered by the Shelf Registration Statement (i) have been sold pursuant thereto or (ii) are no longer restricted securities (as defined in Rule 144(k) under the Securities Act, or any successor rule thereof) and if Conexant is a Holder, it is not then an affiliate of the Company (in any such case, such period being called the "SHELF REGISTRATION PERIOD"). The Company shall be deemed not to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell the Securities during that period, unless such action is (i) required by applicable law or (ii) taken by the Company in good faith upon the occurrence of any event contemplated by Section 2(b)(v) below, and the Company thereafter complies with the requirements of Section 2(h).

(c) Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause the Shelf Registration Statement and the Prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement, amendment or supplement, (i) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the Commission and (ii) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

2. Registration Procedures. In connection with the Shelf Registration contemplated by Section 1 hereof, the following provisions shall apply:

(a) The Company shall (i) furnish to Conexant, prior to the filing thereof with the Commission, a copy of the Shelf Registration Statement and each amendment thereof and each supplement, if any, to the Prospectus included therein and, in the event that Conexant is participating in the Shelf Registration Statement, shall use its reasonable best efforts to reflect in each such document, when so filed with the

Commission, such comments as Conexant reasonably may propose; and (ii) include the names of the Holders who propose to sell Securities pursuant to the Shelf Registration Statement as selling securityholders.

(b) The Company shall give written notice to the Holders of the Securities (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made):

(i) when the Shelf Registration Statement or any amendment thereto has been filed with the Commission and when the Shelf Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for amendments or supplements to the Shelf Registration Statement or the Prospectus included therein or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(v) of the happening of any event that requires the Company to make changes in the Shelf Registration Statement or the Prospectus in order that the Shelf Registration Statement or the Prospectus does not contain an untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, which written notice need not provide any detail as to the nature of such event.

(c) The Company shall make every reasonable effort to obtain the withdrawal at the earliest possible time, of any order suspending the effectiveness of the Shelf Registration Statement.

(d) The Company shall furnish to each Holder of the Securities included within the coverage of the Shelf Registration, without charge, at least one copy of the Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, all exhibits thereto (including those, if any, incorporated by reference).

(e) The Company shall, during the Shelf Registration Period, deliver to each Holder of Securities included within the coverage of the Shelf Registration, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in the Shelf Registration Statement and any amendment or supplement thereto as such person may reasonably request. The Company consents, subject to the provisions of this Agreement, to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of the Securities in connection with the offering and sale of the Securities covered by the Prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(f) Prior to any public offering of the Securities pursuant to the Shelf Registration Statement, the Company shall register or qualify or cooperate with the Holders of the Securities included therein and their respective counsel in connection with the registration or qualification of the Securities for offer and sale under the securities or "blue sky" laws of such states of the United States as any Holder of the Securities reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Securities covered by the Shelf Registration Statement; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action which would subject it to general service of process or to taxation in any jurisdiction where it is not then so subject.

(g) The Company shall cooperate with the Holders of the Securities to facilitate the timely preparation and delivery of certificates representing the Securities to be sold pursuant to any Shelf Registration Statement free of any restrictive legends and in such denominations and registered in such names as the Holders may request a reasonable period of time prior to sales of the Securities pursuant to the Shelf Registration Statement.

(h) Upon the occurrence of any event contemplated by paragraphs (ii) through (v) of Section 2(b) above during the period for which the Company is required to maintain an effective Shelf Registration Statement, the Company shall as required hereby prepare and file a post-effective amendment to the Shelf Registration Statement or an amendment or supplement to the Prospectus and any other required document so that, as thereafter delivered to the Holders or purchasers of the Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Company may delay filing and distributing any such supplement or amendment (and continue the suspension of the use of the Prospectus) if the Company determines in good faith that such supplement or amendment would, in the reasonable judgment of the Company, (i) interfere with or affect the negotiation or completion of a transaction that is being contemplated by the Company or (ii) involve initial or continuing disclosure obligations that are not in the best interests of the

Company's stockholders at such time; provided, further, that neither such delay nor such suspension shall extend for a period of more than 45 consecutive days or an aggregate of 90 days in any twelve-month period. If the Company notifies the Holders in accordance with paragraphs (ii) through (v) of Section 2(b) above to suspend the use of the Prospectus until the requisite changes to the Prospectus have been made, then the Holders shall suspend use of the Prospectus, and the period of effectiveness of the Shelf Registration Statement provided for in Section 1(b) above shall be extended by the number of days from and including the date of the giving of such notice to and including the date when the Holders shall have received such amended or supplemented Prospectus pursuant to this Section 2(h).

(i) Not later than the effective date of the Shelf Registration Statement, the Company will provide CUSIP numbers for the Senior Convertible Notes and the Common Stock registered under the Shelf Registration Statement, and provide the Trustee with printed certificates for the Senior Convertible Notes, in a form eligible for deposit with The Depository Trust Company.

(j) The Company will comply with all rules and regulations of the Commission to the extent and so long as they are applicable to the Shelf Registration and will make generally available to its security holders (or otherwise provide in accordance with Section 11 (a) of the Securities Act) an earnings statement satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of a 12-month period (or 90 days, if such period is a fiscal year) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the Shelf Registration Statement, which statement shall cover such 12-month period.

(k) The Company shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "TRUST INDENTURE ACT"), in a timely manner and containing such changes, if any, as shall be necessary for such qualification. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Company shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(l) Each Holder agrees, by acquisition of the Securities, that no Holder shall be entitled to sell any such Securities pursuant to the Shelf Registration Statement or to receive a prospectus relating thereto, unless such Holder has furnished the Company with a Notice and Questionnaire as required pursuant to Section 2(m) hereof and the information set forth in the next sentence. Each Holder agrees promptly to furnish the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not misleading and any other information regarding such Holder and the distribution of such Securities as the Company may from time to time reasonably request.

(m) Each Holder agrees that if such Holder wishes to sell such Holder's Securities pursuant to the Shelf Registration Statement and related Prospectus, it will do

so in accordance with this Section 2(m). Each Holder wishing to sell Securities pursuant to a Shelf Registration Statement and related Prospectus agrees to deliver a properly completed and signed Notice and Questionnaire (the form of which is attached as Annex A to this Agreement) to the Company at least fifteen (15) business days prior to any intended distribution of Securities under the Shelf Registration Statement. From and after the date the Shelf Registration Statement is declared effective, the Company shall, as promptly as is practicable after the date a Notice and Questionnaire is delivered, and in any event within fifteen (15) business days after such date, (i) if required by law, file with the Commission a post-effective amendment to the Shelf Registration Statement or prepare and, if required by applicable law, file a supplement to the related Prospectus or a supplement or amendment to any document incorporated therein by reference or file any other required document so that the Holder delivering such Notice and Questionnaire is named a selling securityholder in the Shelf Registration Statement and the related Prospectus in such a manner as to permit such Holder to deliver the Prospectus to purchasers of the Securities in accordance with applicable law and, if the Company shall file a post-effective amendment to the Shelf Registration Statement, use all reasonable efforts to cause such post-effective amendment to be declared effective under the Securities Act as promptly as practical, but in any event by the date that is thirty (30) business days after the date such post-effective amendment is required by this clause to be filed; (ii) provide the Holder copies of any documents filed pursuant to this Section; and (iii) notify the Holder as promptly as practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to this Section; provided, that if such Notice and Questionnaire is delivered during a period in which the use of the Prospectus is suspended pursuant to Section 2(c) hereof, the Company shall so inform the Holder delivering such Notice and Questionnaire and shall take the actions set forth in clauses (i), (ii) and (iii) above upon expiration of such suspension period. Notwithstanding anything contained herein to the contrary, the Company shall be under no obligation to name any Holder that has not supplied the requisite information required by this Section as a selling securityholder in the Shelf Registration Statement and related Prospectus and any amendment or supplement thereto; provided, however, that any Holder that has subsequently supplied the requisite information required by this Section pursuant to the provisions of this Section (whether or not the Holder has supplied the requisite information required by this Section at the time the Shelf Registration Statement was declared effective) shall be named as a selling securityholder in the Shelf Registration Statement or related Prospectus in accordance with the requirements of this Section. Notwithstanding anything contained herein to the contrary, the Company shall not be required to file more than one post-effective amendment or supplement for the purpose of naming selling securityholders in any seven-day period.

(n) The Company shall enter into such customary agreements (including, if requested, an underwriting agreement in customary form) and take all such other actions, if any, as any Holder shall reasonably request in order to facilitate the disposition of the Securities pursuant to the Shelf Registration; provided, however, that the Company shall not be required to facilitate an underwritten offering pursuant to a

Shelf Registration Statement by any Holders unless the offering relates to at least $10,000,000 principal amount of the Securities or an equivalent amount of Common Stock.

(o) The Company shall (i) make reasonably available for inspection by the Holders, any underwriter participating in any disposition pursuant to the Shelf Registration Statement and any attorney, accountant or other agent retained by the Holders or any such underwriter, all relevant financial and other records, pertinent corporate documents and properties of the Company and (ii) cause the Company's officers, directors, employees, accountants and auditors to supply all relevant information reasonably requested by the Holders or any such underwriter, attorney, accountant or agent in connection with the Shelf Registration Statement, in each case, as shall be reasonably necessary to enable such persons to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; provided, however, that the foregoing inspection and information gathering shall be coordinated on behalf of the Holders by Conexant (or by another representative designated by and on behalf of the Holders if Conexant is not participating in the disposition) and on behalf of the other parties, by one counsel designated by and on behalf of such other parties as described in Section 3 hereof.

(p) In the event of an underwritten offering, the Company shall use its reasonable best efforts to cause (i) its counsel to deliver an opinion and updates thereof relating to the Securities in customary form addressed to the Holders and the managing underwriters, if any, thereof, and dated, in the case of the initial opinion, the effective date of the Shelf Registration Statement (it being agreed that the matters to be covered by such opinion shall include, subject to customary assumptions and other qualifications, the due incorporation and good standing of the Company and its subsidiaries; the qualification of the Company and its subsidiaries to transact business as foreign corporations; the due authorization, execution and delivery of the relevant agreement of the type referred to in Section 2(n) hereof; the due authorization, execution, authentication and issuance, and the validity and enforceability, of the Securities; the absence of material legal or governmental proceedings involving the Company and its subsidiaries; the absence of governmental approvals required to be obtained in connection with the Shelf Registration Statement, the offering and sale of the Securities, or any agreement of the type referred to in Section 2(n) hereof; the compliance as to form of the Shelf Registration Statement and any documents incorporated by reference therein and of the Indenture with the requirements of the Securities Act and the Trust Indenture Act, respectively; and, as of the date of the opinion and as of the effective date of the Shelf Registration Statement or most recent post-effective amendment thereto, as the case may be, the absence from the Shelf Registration Statement and the Prospectus included therein, as then amended or supplemented, and from any documents incorporated by reference therein of an untrue statement of a material fact or the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any such documents, in the light of the circumstances

existing at the time that such documents were filed with the Commission under the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT")); (ii) its officers to execute and deliver all customary documents and certificates and updates thereof requested by any underwriters of the Securities; and (iii) its independent public accountants and the independent public accountants with respect to any other entity for which financial information is provided in the Shelf Registration Statement to provide to the selling Holders of the applicable Securities and any underwriter therefor a comfort letter in customary form and covering matters of the type customarily covered in comfort letters in connection with primary underwritten offerings, subject to receipt of appropriate documentation as contemplated, and only if permitted, by Statement of Auditing Standards No. 72.

(q) The Company shall use its reasonable best efforts to take all other steps necessary to effect the registration of the Securities covered by a Shelf Registration Statement contemplated hereby.

3. Registration Expenses. (a) The Company shall bear all fees and expenses in connection with the performance of its obligations hereunder, whether a Shelf Registration Statement is filed or becomes effective and shall bear or reimburse the Holders of Securities covered by the Shelf Registration Statement for reasonable fees and disbursements of not more than one counsel, designated by Conexant (for so long as Conexant is a Holder) or, if Conexant is no longer a Holder, by the Holders of a majority in principal amount of the Securities covered by the Shelf Registration Statement (provided that Holders of Common Stock issued upon the conversion of the Interim Convertible Notes and the Senior Convertible Notes shall be deemed to be Holders of the aggregate principal amount of the Interim Convertible Notes and the Senior Convertible Notes from which such Common Stock was converted), in each case, to act as counsel for the Holders in connection therewith.

(b) In connection with any underwritten Shelf Registration Statement, the participating Holders shall be responsible for the payment of any and all underwriters and brokers and dealers discounts and selling commissions and such discounts and commissions shall be borne by the participating Holders in proportion to the number of Securities sold by such Holders.

4. Indemnification. (a) The Company agrees to indemnify and hold harmless each Holder and each person, if any, who controls the Holder within the meaning of the Securities Act or the Exchange Act (each Holder, and such controlling persons are referred to collectively as the "INDEMNIFIED PARTIES") from and against any losses, claims, damages or liabilities, joint or several, or any actions in respect thereof (including, but not limited to, any losses, claims, damages, liabilities or actions relating to purchases and sales of the Securities) to which each Indemnified Party may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement

or alleged untrue statement of a material fact contained in the Shelf Registration Statement or Prospectus including any document incorporated by reference therein, or in any amendment or supplement thereto or in any preliminary Prospectus relating to the Shelf Registration, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse, as incurred, the Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action in respect thereof; provided, however, that (i) the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in the Shelf Registration Statement or Prospectus or in any amendment or supplement thereto or in any preliminary Prospectus relating to the Shelf Registration in reliance upon and in conformity with written information pertaining to the Holder and furnished to the Company by or on behalf of the Holder specifically for inclusion therein and (ii) with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary Prospectus relating to the Shelf Registration Statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Holder from whom the person asserting any such losses, claims, damages or liabilities purchased the Securities concerned, to the extent that a Prospectus relating to the Securities was required to be delivered by the Holder under the Securities Act in connection with such purchase and any such loss, claim, damage or liability of the Holder results from the fact that there was not sent or given to such person, at or prior to the written confirmation of the sale of the Securities to such person, a copy of the final Prospectus if the Company had previously furnished copies thereof to the Holder; provided further, however, that this indemnity agreement will be in addition to any liability which the Company may otherwise have to the Indemnified Party. The Company shall also indemnify underwriters, their officers and directors and each person who controls such underwriters within the meaning of the Securities Act or the Exchange Act to the same extent as provided above with respect to the indemnification of the Holders of the Securities if requested by the Holders.

(b) Each Holder, severally and not jointly, will indemnify and hold harmless the Company, its officers and directors and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act from and against any losses, claims, damages or liabilities or any actions in respect thereof, to which the Company or any such controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement or Prospectus or in any amendment or supplement thereto or in any preliminary Prospectus relating to the Shelf Registration, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or omission or alleged untrue

statement or omission was made in reliance upon and in conformity with written information pertaining to the Holder and furnished to the Company by or on behalf of the Holder specifically for inclusion therein; and, subject to the limitation set forth immediately preceding this clause, shall reimburse, as incurred, the Company for any legal or other expenses reasonably incurred by the Company or any such controlling person in connection with investigating or defending any loss, claim, damage, liability or action in respect thereof. This indemnity agreement will be in addition to any liability which the Holder may otherwise have to the Company or any of its controlling persons.

(c) Promptly after receipt by an indemnified party under this Section 4 of notice of the commencement of any action or proceeding (including a governmental investigation), such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 4, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof the indemnifying party will not be liable to such indemnified party under this Section 4 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party. No indemnified party shall effect any settlement of any pending or threatened action without the prior written consent of the indemnifying party, which such consent shall not be unreasonably withheld or delayed.

(d) If the indemnification provided for in this Section 4 is unavailable or insufficient to hold harmless an indemnified party under subsections (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in subsection (a) or (b) above in such proportion as is

appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the sale of the Securities, pursuant to the Shelf Registration, or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Holder or such other indemnified party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding any other provision of this Section 4(d), the Holders shall not be required to contribute any amount in excess of the amount by which the net proceeds received by the Holders from the sale of the Securities pursuant to the Shelf Registration Statement exceeds the amount of damages which the Holders have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 1l(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls such indemnified party within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such indemnified party and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

(e) The agreements contained in this Section 4 shall survive the sale of the Securities pursuant to the Shelf Registration Statement and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

5. Additional Interest Under Certain Circumstances. (a) Additional interest (the "ADDITIONAL INTEREST") with respect to the Interim Convertible Notes and Senior Convertible Notes shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (iv) below being herein called a "REGISTRATION DEFAULT"):

(i) the Shelf Registration Statement has not been filed with the Commission by the 45th day after the first date of original issuance of the Interim Convertible Notes;

(ii) the Shelf Registration Statement has not been declared effective by the Commission by the 90th day after the first date of original issuance of the Interim Convertible Notes;

(iii) the Company fails with respect to a Holder that supplies the Notice and Questionnaire described in Section 2(m) to amend or supplement the Shelf Registration Statement in the manner set forth in Section 2(m); provided that such assessment shall be paid only to such Holder and directly to such Holder; or

(iv) the Shelf Registration Statement is declared effective, and such Shelf Registration Statement ceases to be effective or fails to be usable in connection with resales of Senior Convertible Notes and the Common Stock issuable upon the conversion of the Interim Convertible Notes and the Senior Convertible Notes in accordance with and during the periods specified in this Agreement and (A) the Company does not cure the Shelf Registration Statement within fifteen business days by a post-effective amendment or a report filed pursuant to the Exchange Act or (B) if applicable, the Company does not terminate the suspension period described above by the 45th or 90th day, as the case may be.

Each of the foregoing will constitute a Registration Default whatever the reason for any such event and whether it is voluntary or involuntary or is beyond the control of the Company or pursuant to operation of law or as a result of any action or inaction by the Commission.

Additional Interest shall accrue on the Interim Convertible Notes and Senior Convertible Notes over and above the interest set forth in the title of the Interim Convertible Notes and Senior Convertible Notes from and including the date on which any such Registration Default shall occur to but excluding the date on which all the Registration Defaults have been cured, at a rate of 0.50% per annum (the "ADDITIONAL INTEREST RATE") (or an equivalent amount for any Common Stock issued upon conversion of the Interim Convertible Notes and the Senior Convertible Notes). In the case of a registration default described in clause (iii) the Company's obligation to pay additional interest extends only to the affected Securities. The Company shall have no other liabilities for monetary damages with respect to its registration obligations. With respect to each Holder, the Company's obligations to pay additional interest remain in effect only so long as the Senior Convertible Notes and the Common Stock issuable upon the conversion of the Interim Convertible Notes and the Senior Convertible Notes held by the Holder are Securities within the meaning of this Agreement.

(b) A Registration Default referred to in Section 5(a)(iv) hereof shall be deemed not to have occurred and be continuing in relation to the Shelf Registration Statement or the related Prospectus if (i) the Registration Default has occurred solely as a result of (x) the filing of a post-effective amendment to the Shelf Registration Statement to incorporate annual audited financial information with respect to the Company where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related Prospectus or (y) other material events with respect to the Company that would need to be described in the Shelf Registration Statement or the related Prospectus and (ii) in the case of clause (y), the Company is proceeding promptly and in good faith to amend or supplement the Shelf Registration Statement and related Prospectus to describe such events as required by paragraph 2(h) hereof; provided, however, that in any case if the Registration Default occurs for a continuous period in excess of 30 days, Additional Interest shall be payable in accordance with the above paragraph from the day the Registration Default occurs until the Registration Default is cured.

(c) Any amounts of Additional Interest due pursuant to Section 5(a) will be payable in cash on the regular interest payment dates with respect to the Interim Convertible Notes and the Senior Convertible Notes. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest Rate by the principal amount of the Interim Convertible Notes and Senior Convertible Notes further multiplied by a fraction, the numerator of which is the number of days the Additional Interest Rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360. For purposes of this Section 5, the holders of Common Stock issued upon conversion of the Interim Convertible Notes and Senior Convertible Notes shall be deemed to be holders of the aggregate principal amount of the Interim Convertible Notes and Senior Convertible Notes from which the Common Stock was converted and, if applicable, any amounts of Additional Interest due pursuant to Section 5(a) shall be paid to such holders in accordance with the terms hereof as if such holders continued to hold Interim Convertible Notes and Senior Convertible Notes.

(d) "TRANSFER RESTRICTED SECURITIES" means each Security until (i) the date on which the Security has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement or (ii) the date on which the Security is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act.

6. Rule 144. The Company shall use its reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the request of any Holder, make publicly available other information so long as necessary to permit sales of their securities pursuant to Rule 144. The Company covenants that it will take such further action as any Holder may reasonably request, all to

the extent required from time to time to enable the Holder to sell Transfer Restricted Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144. The Company will provide a copy of this Agreement to prospective purchasers of Securities identified to the Company by Conexant upon request. Upon the request of any Holder, the Company shall deliver to the Holder a written statement as to whether it has complied with such requirements. Notwithstanding the foregoing, nothing in this Section 6 shall be deemed to require the Company to register any of its securities pursuant to the Exchange Act.

7. Underwritten Registrations. If any of the Transfer Restricted Securities covered by the Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering ("MANAGING UNDERWRITERS") will be selected by the Holders of a majority in aggregate principal amount of the Transfer Restricted Securities to be included in such offering (provided that holders of Common Stock issued upon conversion of the Interim Convertible Notes and Senior Convertible Notes shall not be deemed holders of Common Stock, but shall be deemed to be holders of the aggregate principal amount of Interim Convertible Notes and Senior Convertible Notes from which the Common Stock was converted) and such selection shall be subject to the Company's consent, which shall not be unreasonably withheld or delayed.

No person may participate in any underwritten registration hereunder unless such person (i) agrees to sell such person's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

8. Miscellaneous.

(a) Remedies. The Company acknowledges and agrees that any failure by the Company to comply with its obligations hereunder may result in material irreparable injury to the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, any Holder may obtain such relief as may be required to specifically enforce the Company's obligations hereunder.

(b) No Inconsistent Agreements. The Company will not on or after the date of this Agreement enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's securities under any agreement in effect on the date hereof.

(c) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except in writing by the Company and by the holders of a majority in principal amount of the Securities affected by such amendment, modification, supplement, waiver or consents (provided that holders of Common Stock issued upon conversion of Interim Convertible Notes and Senior Convertible Notes shall not be deemed holders of Common Stock, but shall be deemed to be holders of the aggregate principal amount of Interim Convertible Notes and Senior Convertible Notes from which the Common Stock was converted). Without the written consent of each Holder of the Securities, however, no modification may change the provisions relating to the payment of Additional Interest.

(d) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, first-class mail, facsimile transmission, or air courier which guarantees overnight delivery:

(1) if to Conexant:

Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach, CA 92660-3095
Fax No.: (949) 483-6388
Attention: Dennis E. O'Reilly
Senior Vice President, General
Counsel and Secretary

with a copy to:

Chadbourne & Parke LLP
30 Rockefeller Plaza
New York, NY 10112
Fax No.: (212) 541-5369
Attention: Peter R. Kolyer, Esq.

(2) if to any other Holder of the Securities, at the most current address given by the Holder to the Company;

(3) if to the Company:

Skyworks Solutions, Inc.
20 Sylvan Road
Woburn, MA 01801
Fax No.: [ ]
Attention: Chief Financial Officer

with a copy to:

Testa, Hurwitz & Thibeault, LLP
125 High Street
Boston, MA 02110
Attention: Gordon H. Hayes, Esq.

All such notices and communications shall be deemed to have been duly given at the time delivered by hand, if personally delivered; three business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged by recipient's facsimile machine operator, if sent by facsimile transmission; and on the day delivered, if sent by overnight air courier guaranteeing next day delivery.

(e) Third Party Beneficiaries. The other Holders shall be third party beneficiaries to the agreements made hereunder between the Company, on the one hand, and Conexant, on the other hand, and shall have the right to enforce such agreements directly to the extent they may deem such enforcement necessary or advisable to protect their rights or the rights of Holders hereunder.

(f) Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

By the execution and delivery of this Agreement, the Company submits to the nonexclusive jurisdiction of any federal or state court in the City of New York, State of New York.

(j) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) Securities Held by the Company. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities is required hereunder, Securities held by the Company or its affiliates (other than (i) Conexant or (ii) subsequent Holders of Securities if such subsequent Holders are deemed to be affiliates solely by reason of their holdings of the Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between Conexant and the Company in accordance with its terms.

Very truly yours,

SKYWORKS SOLUTIONS, INC.

By:/s/ David J. Aldrich

Name: David J. Aldrich
Title: President and Chief Executive Officer

The foregoing Registration Rights Agreement
is hereby confirmed and accepted as of the
date first above written.

CONEXANT SYSTEMS, INC.

By: /s/ Balakrishnan S. Iyer

Name: Balakrishnan S. Iyer
Title: Senior Vice President and
Chief Financial Officer

SKYWORKS SOLUTIONS, INC.

FORM OF SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE

The undersigned is the beneficial holder of 15% Convertible Senior Subordinated Notes due June 30,2005 (the "Notes") of Skyworks Solutions, Inc., a Delaware corporation (the "Company") or Common Stock, par value $0.25 (the "Common Stock"), of the Company issued upon conversion of the Notes or the 15% Convertible Note due June 30,2005 (the "Interim Convertible Note"). The Common Stock and the Notes are referred to, collectively, as the "Registrable Securities". The undersigned understands that the Company has filed or intends to file with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 (the "Shelf Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities in accordance with the terms of the Registration Rights Agreement dated as of November 12,2002 (the "Registration Rights Agreement") between the Company and Conexant Systems, Inc., a Delaware corporation. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Registration Rights Agreement.

Each beneficial owner of Registrable Securities is entitled to the benefits of the Registration Rights Agreement. In order to sell or otherwise dispose of any Registrable Securities pursuant to the Shelf Registration Statement, a beneficial owner of Registrable Securities generally will be required to be named as a selling securityholder in the related prospectus, deliver a prospectus to purchasers of Registrable Securities and be bound by those provisions of the Registration Rights Agreement applicable to such beneficial owner (including certain indemnification provisions, as described below). Beneficial owners are encouraged to complete and deliver this Notice and Questionnaire prior to the effectiveness of the Shelf Registration Statement so that such beneficial owners may be named as selling securityholders in the related prospectus at the time of effectiveness. Any beneficial owner of Notes wishing to include its Registrable Securities must deliver to the Company a properly completed and signed Selling Securityholder Notice and Questionnaire.

Certain legal consequences arise from being named as a selling securityholder in the Shelf Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Shelf Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities beneficially owned by it and listed below in Item 3 (unless otherwise specified under Item 3) pursuant to the Shelf Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands that it will be bound by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

1. (a) Full Legal Name of Selling Securityholder:

_____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities listed in (3) below are held:

_____

(c) Full Legal Name of DTC Participant (if applicable and if not the same as (b) above) through which Registrable Securities listed in (3) below are held:

_____

2. Address for Notices to Selling Securityholder:

_____

_____

_____

Telephone: _____

Fax: _____

Contact Person: _____

3. Beneficial Ownership of Registrable Securities:

(a) Type and Principal Amount of Registrable Securities beneficially owned:

_____

_____

(b) CUSIP No(s). of Registrable Securities beneficially owned:

_____

_____

4. Beneficial Ownership of the Company's securities owned by the Selling Securityholder:

Except as set forth below in this Item (4), the undersigned is not the beneficial or registered owner of any "Other Securities," defined as securities of the Company other than the Registrable Securities listed above in Item (3).

(a) Type and Amount of Other Securities beneficially owned by the Selling Securityholder:

_____

_____

(b) CUSIP No(s). of such Other Securities beneficially owned:

_____

_____

5. Relationship with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equityholders (5% or more) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____

_____

_____

6. Plan of Distribution:

Except as set forth below, the undersigned (including its donees or pledgees) intends to distribute the Registrable Securities listed above in Item (3) pursuant to the Shelf Registration Statement only as follows (if at all): Such Registrable Securities may be sold from time to time directly by the undersigned or alternatively, through underwriters, broker-dealers or agents. If the Registrable Securities are sold through underwriters or broker-dealers, the Selling Securityholder will be responsible for underwriting discounts or commissions or agent's commissions. Such Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve block transactions) (i) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market, or (iv) through the writing of options. In connection with sales of the

Registrable Securities or otherwise, the undersigned may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Registrable Securities and deliver Registrable Securities to close out such short positions, or loan or pledge Registrable Securities to broker-dealers that in turn may sell such securities.

State any exceptions here:

_____

_____

_____

The undersigned acknowledges that it understands its obligation to comply with the provisions of the Securities Exchange Act of 1934, as amended, and the rules thereunder relating to stock manipulation, particularly Regulation M thereunder (or any successor rules or regulations), in connection with any offering of Registrable Securities pursuant to the Shelf Registration Statement. The undersigned agrees that neither it nor any person acting on its behalf will engage in any transaction in violation of such provisions.

The Selling Securityholder hereby acknowledges its obligations under the Registration Rights Agreement to indemnify and hold harmless certain persons as set forth therein.

Pursuant to the Registration Rights Agreement, the Company has agreed under certain circumstances to indemnify the Selling Securityholder against certain liabilities.

In accordance with the undersigned's obligation under the Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Shelf Registration Statement remains effective. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing at the address set forth below.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to items (1) through (6) above and the inclusion of such information in the Shelf Registration Statement and the related prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Shelf Registration Statement and the related prospectus.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated:

Beneficial Owner

By:_____
Name:
Title:

PLEASE RETURN THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO:

Skyworks Solutions, Inc.
20 Sylvan Road
Woburn, Massachusetts 01801
Attention: Paul E. Vincent, Chief Financial Officer

with a copy to:

Testa, Hurwitz & Thibeault, LLP
125 High Street
Boston, Massachusetts 02110
Attention: Gordon H. Hayes, Esq.

SKYWORKS SOLUTIONS, INC.

2002 EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE.

The Skyworks Solutions, Inc. 2002 Employee Stock Purchase Plan (hereinafter the "Plan") is intended to provide a method whereby employees of Skyworks Solutions, Inc. (the "Company") and its participating subsidiaries (as defined in Article 18) will have an opportunity to acquire a proprietary interest in the Company through the purchase of shares of the Company's Common Stock. It is the intention of the Company to have the Plan qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). The provisions of the Plan shall, accordingly, be construed so as to extend and limit participation in a manner consistent with the requirements of that Section of the Internal Revenue Code.

2. ELIGIBLE EMPLOYEES.

All employees of the Company or any of its participating subsidiaries who are employed by the Company at least ten (10) business days prior to the first day of the applicable Offering Period shall be eligible to receive options under this Plan to purchase the Company's Common Stock. Except as otherwise provided herein, persons who become eligible employees after the first day of any Offering Period shall be eligible to receive options on the first day of the next succeeding Offering Period on which options are granted to eligible employees under the Plan. For the purpose of this Plan, the term employee shall not include an employee whose customary employment is less than twenty (20) hours per week or is for not more than five (5) months in any calendar year.

In no event may an employee be granted an option if such employee, immediately after the option is granted, owns stock possessing five (5%) percent or more of the total combined voting power or value of all classes of stock of the Company or of its parent corporation or subsidiary corporation as the terms "parent corporation" and "subsidiary corporation" are defined in Section 424(e) and (f) of the Internal Revenue Code. For purposes of determining stock ownership under this paragraph, the rules of Section 424(d) of the Internal Revenue Code shall apply and stock which the employee may purchase under outstanding options shall be treated as stock owned by the employee.

3. STOCK SUBJECT TO THE PLAN.

The stock subject to the options granted hereunder shall be shares of the Company's authorized but unissued Common Stock or shares of Common Stock reacquired by the Company, including shares purchased in the open market. Subject to approval of the stockholders, the aggregate number of shares which may be issued pursuant to the Plan is 1,880,000 for all Offering Periods, subject to increase or decrease by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like. If any option granted under the Plan shall expire or terminate for any reason

without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the unpurchased shares subject to such option shall again be available under the Plan. If the number of shares of Common Stock available for any Offering Period is insufficient to satisfy all purchase requirements for that Offering Period, the available shares for that Offering Period shall be apportioned among participating employees in proportion to their options.

4. OFFERING PERIODS AND STOCK OPTIONS.

There shall be Offering Periods during which payroll deductions will be accumulated under the Plan. Each Offering Period includes only regular pay days falling within it. The Committee shall be expressly permitted to establish the Offering Periods, including the Offering Commencement Date and Offering Termination Date of any Offering Period, under this Plan. The Offering Commencement Date is the first day of each Offering Period. The Offering Termination Date is the applicable date on which an Offering Period ends under this Plan.

Subject to the foregoing, the Offering Periods shall generally commence and end as follows:

OFFERING COMMENCEMENT DATES	OFFERING TERMINATION DATES
Each August 1	Each January 31
Each February 1	Each July 31

Provided, however, that (i) the Offering Commencement Date and Offering Termination Date of the initial Offering Period under this Plan shall be October 21, 2002 and March 31, 2003, respectively, and (ii) the Offering Commencement Date and Offering Termination Date of the Offering Period immediately following the initial Offering Period under this Plan shall be April 1, 2003 and July 31, 2003, respectively.

On each Offering Commencement Date, the Company will grant to each eligible employee who is then a participant in the Plan an option to purchase on the Offering Termination Date at the Option Exercise Price, as hereinafter provided, that number of full shares of Common Stock reserved for the purpose of the Plan, up to a maximum of 1,000 shares, subject to increase or decrease (i) at the discretion of the Committee before each Offering Period or (ii) by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like (the "Share Cap"); provided that such employee remains eligible to participate in the Plan throughout such Offering Period. If the eligible employee's accumulated payroll deductions on the Offering Termination Date would enable the eligible employee to purchase more than the Share Cap except for the Share Cap, the excess of the amount of the accumulated payroll deductions over the aggregate purchase price of the Share Cap shall be refunded to the eligible employee as soon as administratively practicable by the Company, without interest. The Option Exercise Price for each Offering Period shall be the lesser of (i) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Commencement Date, or

(ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent. In the event of an increase or decrease in the number of outstanding shares of Common Stock through stock split-ups, reclassifications, stock dividends, changes in par value and the like, an appropriate adjustment shall be made in the number of shares and Option Exercise Price per share provided for under the Plan, either by a proportionate increase in the number of shares and proportionate decrease in the Option Exercise Price per share, or by a proportionate decrease in the number of shares and a proportionate increase in the Option Exercise Price per share, as may be required to enable an eligible employee who is then a participant in the Plan to acquire on the Offering Termination Date that number of full shares of Common Stock as his accumulated payroll deductions on such date will pay for at a price equal to the lesser of (i) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Commencement Date, or (ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent, as so adjusted.

For purposes of this Plan, the term "fair market value" means, if the Common Stock is listed on a national securities exchange or is on the National Association of Securities Dealers Automated Quotation ("Nasdaq") National Market system, the closing sale price of the Common Stock on such exchange or as reported on Nasdaq or, if the Common Stock is traded in the over-the-counter securities market, but not on the Nasdaq National Market, the closing bid quotation for the Common Stock, each as published in The Wall Street Journal. If no shares of Common Stock are traded on the Offering Commencement Date or Offering Termination Date, the fair market value will be determined on the next regular business day on which shares of Common Stock are traded.

For purposes of this Plan the term "business day" as used herein means a day on which there is trading on the Nasdaq National Market or such national securities exchange on which the Common Stock is listed.

No employee shall be granted an option which permits his rights to purchase Common Stock under the Plan and any similar plans of the Company or any parent or subsidiary corporations to accrue at a rate which exceeds $25,000 of fair market value of such stock (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with and shall be construed in accordance with Section 423(b)(8) of the Internal Revenue Code. If the participant's accumulated payroll deductions on the last day of the Offering Period would otherwise enable the participant to purchase Common Stock in excess of the Section 423(b)(8) limitation described in this paragraph, the excess of the amount of the accumulated payroll deductions over the aggregate purchase price of the shares actually purchased shall be refunded as soon as administratively practicable to the participant by the Company, without interest.

5. EXERCISE OF OPTION.

Each eligible employee who continues to be a participant in the Plan on the Offering Termination Date shall be deemed to have exercised his or her option on such date and shall be deemed to have purchased from the Company such number of full shares of Common Stock reserved for the purpose of the Plan as his or her accumulated payroll deductions on such date will pay for at the Option Exercise Price subject to the Share Cap and the Section 423(b)(8) limitation described in Article 4. If a participant is not an employee on the Offering Termination Date and throughout an Offering Period, he or she shall not be entitled to exercise his or her option.

If a participant's accumulated payroll deductions in his or her account are based on a currency other than the U.S. dollar, then on the Offering Termination Date the accumulated payroll deductions in his or her account will be converted into an equivalent value of U.S. dollars based upon the U.S. dollar-foreign currency exchange rate in effect on that date, as reported in The Wall Street Journal, provided that such conversion does not result in an Option Exercise Price which is, in fact, less than the lesser of an amount equal to 85 percent of the fair market value of the Common Stock at the time such option is granted or 85 percent of the fair market value of the Common Stock at the time such option is exercised. The Plan administrators (as defined in Article 19) shall have the right to change such conversion date, as they deem appropriate to effectively purchase shares on any Offering Termination Date, provided that such action does not cause the Plan, or any grants under the Plan, to fail to qualify under Section 423 of the Internal Revenue Code.

6. AUTHORIZATION FOR ENTERING PLAN.

An eligible employee may enter the Plan by following a written, electronic or other enrollment process, including a payroll deduction authorization, as prescribed by the Plan administrators under generally applicable rules. Except as may otherwise be established by the Plan administrators under generally applicable rules, all enrollment authorizations shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before an applicable Offering Commencement Date Participation may be conditioned on an eligible employee's consent to transfer and process personal data and on acknowledgment and agreement to Plan terms and other specified conditions.

The Company will accumulate and hold for the employee's account the amounts deducted from his or her pay. No interest will be paid thereon. Participating employees may not make any separate cash payments into their account.

Unless an employee files a new authorization, or withdraws from the Plan, his or her deductions and purchases under the authorization he or she has on file under the Plan will continue as long as the Plan remains in effect. An employee may increase or decrease the amount of his or her payroll deductions as of the next Offering Commencement Date by filing a revised payroll deduction authorization in accordance with the procedures then applicable to such actions. Except as may otherwise be established by the Plan administrators under generally applicable rules, all revised authorizations shall be

effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the next Offering Commencement Date.

7. MAXIMUM AMOUNT OF PAYROLL DEDUCTIONS.

An employee may authorize payroll deductions in an amount of not less than one percent (1%) and not more than ten percent (10%) (in whole number percentages only) of his or her eligible compensation. Such deductions shall be determined based on the employee's election in effect on the payday on which such eligible compensation is paid. An employee may not make any additional payments into such account. Eligible compensation means the wages as defined in Section 3401(a) of the Internal Revenue Code, determined without regard to any rules that limit compensation included in wages based on the nature or location or employment or services performed, including without limitation base pay, shift premium, overtime, gain sharing (profit sharing), incentive compensation, bonuses and commissions and all other payments made to the employee for services as an employee during the applicable payroll period, and excluding the value of any qualified or non-qualified stock option granted to the employee to the extent such value is includible in the taxable wages, reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits, but determined prior to any exclusions for any amounts deferred under Sections 125, 401(k), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) of the Internal Revenue Code or for certain contributions described in Section 457(h)(2) of the Internal Revenue Code that are treated as Company contributions.

8. UNUSED PAYROLL DEDUCTIONS.

Only full shares of Common Stock may be purchased. Any balance remaining in an employee's account after a purchase will be reported to the employee and will be carried forward to the next Offering Period. However, in no event will the amount of the unused payroll deductions carried forward from a payroll period exceed the Option Exercise Price per share for that Offering Period. If for any Offering Period the amount of unused payroll deductions should exceed the Option Exercise Price per share, the amount of the excess for any participant shall be refunded to such participant, without interest.

9. CHANGE IN PAYROLL DEDUCTIONS.

Unless otherwise permitted by the Committee prior to the commencement of an Offering Period, payroll deductions may not be increased, decreased or suspended by a participant during an Offering Period. However, a participant may withdraw in full from the Plan.

10. WITHDRAWAL FROM THE PLAN.

An employee may withdraw from the Plan and withdraw all but not less than all of the payroll deductions credited to his or her account under the Plan prior to the Offering Termination Date by completing and filing a withdrawal notification with the designated

Plan administrator(s) in accordance with the prescribed procedures, in which event the Company will refund as soon as administratively practicable without interest the entire balance of such employee's deductions not previously used to purchase Common Stock under the Plan. Except as may otherwise be prescribed by the Plan administrators under generally applicable rules, all withdrawals shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the Offering Termination Date.

An employee who withdraws from the Plan is like an employee who has never entered the Plan; the employee's rights under the Plan will be terminated and no further payroll deductions will be made. To reenter, such an employee must re-enroll pursuant to the provisions of Article 6 before the next Offering Commencement Date which cannot, however, become effective before the beginning of the next Offering Period following his withdrawal. Notwithstanding the foregoing, employees who are subject to Section 16 of the Securities Exchange Act of 1934, as amended, who withdraw from the Plan may not reenter the Plan until the next Offering Commencement Date which is at least six months following the date of such withdrawal.

11. ISSUANCE OF STOCK.

As soon as administratively practicable after each Offering Period the Company shall deliver (by electronic or other means) to the participant the Common Stock purchased under the Plan, except as specified below. The Plan administrators may permit or require that the Common Stock shares be deposited directly with a broker or agent designated by the Plan administrators, and the Plan administrators may utilize electronic or automated methods of share transfer. In addition, the Plan administrators may require that shares be retained with such broker or agent for a designated period of time (and may restrict dispositions during that period) and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares or to restrict transfer of such shares as required to ensure that the Company's applicable tax withholding obligations are satisfied.

12. NO TRANSFER OR ASSIGNMENT OF EMPLOYEE'S RIGHTS.

An employee's rights under the Plan are his or hers alone and may not be transferred or assigned to, or availed of by, any other person. Any option granted to an employee may be exercised only by him or her, except as provided in Article 13 in the event of an employee's death.

13. TERMINATION OF EMPLOYEE'S RIGHTS.

Except as set forth in Article 14, an employee's rights under the Plan will terminate when he or she ceases to be an employee because of retirement, resignation, lay-off, discharge, death, change of status, failure to remain in the customary employ of the Company for twenty (20) hours or more per week, or for any other reason. Notwithstanding anything to the contrary contained in Article 10, a withdrawal notice

will be considered as having been received from the employee on the day his or her employment ceases, and all payroll deductions not used to purchase Common Stock will be refunded without interest.

Notwithstanding anything to the contrary contained in Article 10, if an employee's payroll deductions are interrupted by any legal process, a withdrawal notice will be considered as having been received from him or her on the day the interruption occurs.

14. DEATH OF AN EMPLOYEE.

Upon termination of the participating employee's employment because of death, the person(s) entitled to receipt of the Common Stock and/or cash as provided in this Article 14 shall have the right to elect, by written notice given to the Plan administrators prior to the expiration of the thirty (30) day period commencing with the date of the death of the employee, either (i) to withdraw, without interest, all of the payroll deductions credited to the employee's account under the Plan, or (ii) to exercise the employee's option for the purchase of shares of Common Stock on the next Offering Termination Date following the date of the employee's death for the purchase of that number of full shares of Common Stock reserved for the purpose of the Plan which the accumulated payroll deductions in the employee's account at the date of the employee's death will purchase at the applicable Option Exercise Price (subject to the limitations set forth in Article 4), and any excess in such account (in lieu of fractional shares) will be paid to the employee's estate as soon as administratively practicable, without interest. In the event that no such written notice of election shall be duly received by the Plan administrators, the payroll deductions credited to the employee's account at the date of the employee's death will be paid to the employee's estate as soon as administratively practicable, without interest.

Except as provided in the preceding paragraph, in the event of the death of a participating employee, the Company shall deliver such Common Stock and/or cash to the executor or administrator of the estate of the employee.

15. TERMINATION AND AMENDMENTS TO PLAN.

The Plan may be terminated at any time by the Company's Board of Directors. It will terminate in any case on December 31, 2012, or if sooner, when all of the shares of Common Stock reserved for the purposes of the Plan have been purchased. In the event that the Board of Directors terminates the Plan pursuant to this Article 15, the date of such termination shall be deemed as the Offering Termination Date of the applicable Offering Period in which such termination date occurs. Upon such termination or any other termination of the Plan, all payroll deductions not used to purchase Common Stock will be refunded without interest.

The Committee or the Board of Directors may from time to time adopt amendments to the Plan provided that, without the approval of the stockholders of the Company, no amendment may (i) except as provided in Articles 3, 4, 24 and 25, increase the number of

shares that may be issued under the Plan; (ii) change the class of employees eligible to receive options under the Plan, if such action would be treated as the adoption of a new plan for purposes of Section 423(b) of the Internal Revenue Code; or (iii) cause Rule 16b-3 under the Securities Exchange Act of 1934 to become inapplicable to the Plan.

16. LIMITATIONS OF SALE OF STOCK PURCHASED UNDER THE PLAN.

The Plan is intended to provide shares of Common Stock for investment and not for resale. The Company does not, however, intend to restrict or influence any employee in the conduct of his or her own affairs. An employee may, therefore, sell stock purchased under the Plan at any time the employee chooses, subject to compliance with any applicable federal or state securities laws and subject to any restrictions imposed under Articles 11 and 26. Each employee agrees by entering the Plan to promptly give the Company notice of any such Common Stock disposed of within two years after the Offering Commencement Date on which the Common Stock was purchased showing the number of such shares disposed of. The employee assumes the risk of any market fluctuations in the price of such Common Stock.

17. COMPANY'S OFFERING OF EXPENSES RELATED TO PLAN.

The Company will bear all costs of administering and carrying out the Plan.

18. PARTICIPATING SUBSIDIARIES.

The term "participating subsidiaries" shall mean any present or future subsidiary of the Company which is designated by the Committee to participate in the Plan. The Committee shall have the power to make such designation(s) before or after the Plan is approved by the stockholders.

19. ADMINISTRATION OF THE PLAN.

The Plan may be administered by the Compensation Committee, or such other committee as may be appointed by the Board of Directors of the Company (the "Committee"). No member of the Committee shall be eligible to participate in the Plan while serving as a member of the Committee. In the event that the Board of Directors fails to appoint or refrains from appointing a Committee, the Board of Directors shall have all power and authority to administer the Plan (in such event the word "Committee" shall refer to the Board of Directors).

The Committee shall have the authority to construe and interpret the Plan and options, and to establish, amend and revoke rules and regulations for the administration of the Plan. The Committee, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective. The interpretation and construction by the Committee of any provisions of the Plan or of any option granted

under it shall be final. The Committee may from time to time adopt such rules and regulations for carrying out the Plan as it may deem best. Without limiting the foregoing, the Committee shall have the power, subject to, and within the limitations of, the express provisions of the Plan: (i) to determine when and how options to purchase shares of Common Stock shall be granted and the provisions of each Offering Period (which need not be identical); (ii) to designate from time to time which participating subsidiaries of the Company shall be eligible to participate in the Plan; (iii) to determine the Offering Commencement Date and Offering Termination Date of any Offering Period; (iv) to increase or decrease the maximum number of shares which may be purchased by an eligible employee in any Offering Period; (v) to amend the Plan as provided in Article 15, and (vi) generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company and the participating subsidiaries.

The Committee may delegate to one or more individuals the day-to-day administration of the Plan. Without limitation, subject to the terms and conditions of this Plan, the President, the Chief Financial Officer of the Company, and any other officer of the Company or committee of officers or employees designated by the Committee (collectively, the "Plan administrators"), shall each be authorized to determine the methods through which eligible employees may elect to participate, amend their participation, or withdraw from participation in the Plan, and establish methods of enrollment by means of a manual or electronic form of authorization or an integrated voice response system. The Plan administrators are further authorized to determine the matters described in Article 11 concerning the means of issuance of Common Stock and the procedures established to permit tracking of disqualifying dispositions of shares or to restrict transfer of such shares.

With respect to persons subject to Section 16 of the Securities and Exchange Act of 1934, as amended, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under said Act. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by that Committee.

No member of the Board of Directors or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any option granted under it. The Company shall indemnify each member of the Board of Directors and the Committee to the fullest extent permitted by law with respect to any claim, loss, damage or expense (including counsel fees) arising in connection with their responsibilities under this Plan.

As soon as administratively practicable after the end of each Offering Period, the Plan administrators shall prepare and distribute or make otherwise readily available by electronic means or otherwise to each participating employee in the Plan information concerning the amount of the participating employee's accumulated payroll deductions as of the Offering Termination Date, the Option Exercise Price for such Offering Period, the number of shares of Common Stock purchased by the participating employee with the participating employee's accumulated payroll deductions, and the amount of any unused

payroll deductions either to be carried forward to the next Offering Period, or returned to the participating employee without interest.

20. OPTIONEES NOT STOCKHOLDERS.

Neither the granting of an option to an employee nor the deductions from his or her pay shall constitute such employee a stockholder of the Company with respect to the shares covered by such option until such shares have been purchased by and issued to him.

21. APPLICATION OF FUNDS.

The proceeds received by the Company from the sale of Common Stock pursuant to options granted under the Plan may be used for any corporate purposes, and the Company shall not be obligated to segregate participating employees' payroll deductions.

22. GOVERNMENTAL REGULATION.

The Company's obligation to sell and deliver shares of the Company's Common Stock under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.

In this regard, the Board of Directors may, in its discretion, require as a condition to the exercise of any option that a Registration Statement under the Securities Act of 1933, as amended, with respect to the shares of Common Stock reserved for issuance upon exercise of the option shall be effective.

23. TRANSFERABILITY.

Neither payroll deductions credited to an employee's account nor any rights with regard to the exercise of an option or to receive stock under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way by the employee. Any such attempted assignment, transfer, pledge, or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds in accordance with Article 10.

24. EFFECT OF CHANGES OF COMMON STOCK.

If the Company should subdivide or reclassify the Common Stock which has been or may be optioned under the Plan, or should declare thereon any dividend payable in shares of such Common Stock, or should take any other action of a similar nature affecting such Common Stock, then the number and class of shares of Common Stock which may thereafter be optioned (in the aggregate and to any individual participating employee) shall be adjusted accordingly.

25. MERGER OR CONSOLIDATION.

If the Company should at any time merge into or consolidate with another corporation, the Board of Directors may, at its election, either (i) terminate the Plan and refund without interest the entire balance of each participating employee's payroll deductions, or (ii) entitle each participating employee to receive on the Offering Termination Date upon the exercise of such option for each share of Common Stock as to which such option shall be exercised the securities or property to which a holder of one share of the Common Stock was entitled upon and at the time of such merger or consolidation, and the Board of Directors shall take such steps in connection with such merger or consolidation as the Board of Directors shall deem necessary to assure that the provisions of this Article 25 shall thereafter be applicable, as nearly as reasonably possible. A sale of all or substantially all of the assets of the Company shall be deemed a merger or consolidation for the foregoing purposes.

26. Withholding of Additional Tax.

By electing to participate in the Plan, each participant acknowledges that the Company and its participating subsidiaries are required to withhold taxes with respect to the amounts deducted from the participant's compensation and accumulated for the benefit of the participant under the Plan, and each participant agrees that the Company and its participating subsidiaries may deduct additional amounts from the participant's compensation, when amounts are added to the participant's account, used to purchase Common Stock or refunded, in order to satisfy such withholding obligations. Each participant further acknowledges that when Common Stock is purchased under the Plan the Company and its participating subsidiaries may be required to withhold taxes with respect to all or a portion of the difference between the fair market value of the Common Stock purchased and its purchase price, and each participant agrees that such taxes may be withheld from compensation otherwise payable to such participant. It is intended that tax withholding will be accomplished in such a manner that the full amount of payroll deductions elected by the participant under Article 7 will be used to purchase Common Stock. However, if amounts sufficient to satisfy applicable tax withholding obligations have not been withheld from compensation otherwise payable to any participant then, notwithstanding any other provision of the Plan, the Company may withhold such taxes from the participant's accumulated payroll deductions and apply the net amount to the purchase of Common Stock, unless the participant pays to the Company, prior to the exercise date, an amount sufficient to satisfy such withholding obligations. Each participant further acknowledges that the Company and its participating subsidiaries may be required to withhold taxes in connection with the disposition of stock acquired under the Plan and agrees that the Company or any participating subsidiary may take whatever action it considers appropriate to satisfy such withholding requirements, including deducting from compensation otherwise payable to such participant an amount sufficient to satisfy such withholding requirements or conditioning any disposition of Common Stock by the participant upon the payment to the Company or such subsidiary of an amount sufficient to satisfy such withholding requirements.

27. APPROVAL OF STOCKHOLDERS.

This Plan was adopted by the Board of Directors on September 25, 2002 and approved by the stockholders of the Company on _____, 2003.

EXHIBIT 21

SUBSIDIARIES OF THE REGISTRANT

Name	Jurisdiction Of Incorporation
Aimta, Inc.	California
Alpha FSC, Inc.	Barbados
Alpha Industries GmbH	Germany
Alpha Industries Limited	England
Alpha Securities Corporation	Massachusetts
CFP Holding Company, Inc.	Washington
4067959 Canada, Inc.	Canada
Conexant Systems SA de CV	Mexico
Skyworks Semiconductor	France
Skyworks Solutions Worldwide, Inc.	Delaware
Skyworks Solutions Co., Ltd.	Japan
Skyworks Solutions OY Sales	Finland
Skyworks Solutions Korea Ltd.	Korea
Skyworks Solutions Ltd.	United Kingdom
Trans-Tech, Inc.	Maryland

EXHIBIT 23.A

CONSENT OF INDEPENDENT AUDITORS

The Board of Directors
Skyworks Solutions, Inc.:

We hereby consent to incorporation by reference in the registration statements of Alpha Industries, Inc. (No. 033-63541, No. 033-63543, No. 333-71013, No. 333-71015, No. 333-48394, No. 333-38832, No. 333-63818, No. 333-85024 and No. 333-91524) on Form S-8 and in the registration statement of Skyworks Solutions, Inc. (No. 333-91758, No. 333-100312 and No. 333-100313) on Form S-8 and the registration statements (No. 333-99015 and No. 333-92394) on Form S-3 of Skyworks Solutions, Inc. of our report dated November 15, 2002, with respect to the consolidated balance sheet of Skyworks Solutions, Inc. as of September 30, 2002, and the related consolidated statement of operations, stockholders' equity, and cash flows for the year ended September 30, 2002, and the related financial statement schedule, which report appears in the 2002 annual report on Form 10-K of Skyworks Solutions, Inc.

/s/KPMG LLP
KPMG LLP
Boston, Massachusetts
December 20, 2002

EXHIBIT 23.b

INDEPENDENT AUDITORS' CONSENT

We consent to incorporation by reference in the Registration Statements of Alpha Industries, Inc. on Form S-8 (No. 033-63541, No. 033-63543, No. 333-71013, No. 333-71015, No. 333-48394, No. 333-38832, No. 333-63818, No. 333-85024 and No. 333-91524) and in the Registration Statements of Skyworks Solutions, Inc. on Form S-8 (No. 333-91758, No. 333-100312 and No. 333-100313) and Form S-3 (No. 333-99015 and 333-92394) of our report dated February 14, 2002, relating to the consolidated financial statements of Skyworks Solutions, Inc. (formerly the combined financial statements of the Washington Business and Mexicali Operations of Conexant Systems, Inc.) as of September 30, 2001, and for the years ended September 30, 2000 and 2001, appearing in this Annual Report on Form 10-K of Skyworks Solutions, Inc.

/s/ DELOITTE & TOUCHE LLP
DELOITTE & TOUCHE LLP

Costa Mesa, California
December 20, 2002

EXHIBIT 99

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Skyworks Solutions, Inc. (the "Company") on Form 10-K for the year ended September 27, 2002 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David J. Aldrich, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David J. Aldrich
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David J. Aldrich
Chief Executive Officer
December 20, 2002

In connection with the Annual Report of Skyworks Solutions, Inc. (the "Company") on Form 10-K for the year ended September 27, 2002 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul E. Vincent, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. ss. 1350, as adopted pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Paul E. Vincent
- -------------------------
Paul E. Vincent
Chief Financial Officer
December 20, 2002