SECURITIES AND EXCHANGE COMMISSION

FORM S-4

Registration of securities issued in business combination transactions

Filing Date: **2005-05-02**
SEC Accession No. 0001047469-05-012504

(HTML Version on secdatabase.com)

FILER

SANMINA LTD LLC

CIK:**1223963**| IRS No.: **770570676** | State of Incorp.:**DE** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-02** | Film No.: **05787954**

Mailing Address
2700 FIRST STREET
SAN JOSE CA 95134

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

SCI PLANT NO 22 LLC

CIK:**1223974**| IRS No.: **631255657** | State of Incorp.:**AL** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-04** | Film No.: **05787956**

Mailing Address
2101 WEST CLINTON AVE
HUNTSVILLE AL 35805

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

SANMINA SCI SYSTEMS ALABAMA INC

CIK:**1223966**| IRS No.: **630967529** | State of Incorp.:**AL** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-11** | Film No.: **05787963**

Mailing Address
2101 W CLINTON AVE
HUNTSVILL AL 358085

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

Newisys, Inc.

CIK:**1321540**| IRS No.: **742969912** | State of Incorp.:**CA** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-13** | Film No.: **05787965**

Mailing Address
10814 JOLLYVILLE ROAD
BUILDING 4, SUITE 300
AUSTIN TX 78759

Business Address
10814 JOLLYVILLE ROAD
BUILDING 4, SUITE 300
AUSTIN TX 78759
512-340-9050

HADCO SANTA CLARA INC

CIK:**1064240**| IRS No.: **000000000** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-124510-15** | Film No.: **05787967**

Mailing Address
C/O HADCO CORPORATION
12A MANOR PARKWAY
SALEM NH 03079

Business Address
C/O HADCO CORPORATION
12A MANOR PARKWAY
SALEM NH 03079

COMPATIBLE MEMORY

CIK:**1223952**| IRS No.: **911851483** | State of Incorp.:**CA** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-17** | Film No.: **05787969**

Mailing Address
30200 AVENIDA DE LAS BANDERAS
RANCHO SANTA MARGARILA CA 92688

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

SCI PLANT NO 5 LLC

CIK:**1223972**| IRS No.: **632838566** | State of Incorp.:**AL** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-18** | Film No.: **05787970**

Mailing Address
2101 WEST CLINTON AVE
HUNTSVILLE AL 35805

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

SANMINA TEXAS LP

Mailing Address
1201 WEST CROSBY ROAD
CARROLLTON TX 00000

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE

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CIK:1223964| IRS No.: **752102551** | State of Incorp.:**TX** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-01** | Film No.: **05787953**

PALO ALTO CA 94303

SCIMEX INC

CIK:1223986| IRS No.: **630950119** | State of Incorp.:**AL** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-06** | Film No.: **05787958**

Mailing Address
2101 W CLINTON AVE
HUNTSVILLE AL 35805

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

SANMINA-SCI SYSTEMS ENCLOSURES DENTON INC

CIK:1223969| IRS No.: **752547824** | State of Incorp.:**TX** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-10** | Film No.: **05787962**

Mailing Address
2200 WORTHINGTON AVE
DENTON TX 76207

Business Address
2200 WORTHINGTON AVE
DENTON TX 76207
940 387 3535

INTERAGENCY INC

CIK:1223954| IRS No.: **630673216** | State of Incorp.:**DE** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-14** | Film No.: **05787966**

Mailing Address
2101 W CLINTON AVE
HUNTSVILLE AL 35805

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

HADCO CORP

CIK:729533| IRS No.: **042393279** | State of Incorp.:**MA** | Fiscal Year End: **1030**
Type: **S-4** | Act: **33** | File No.: **333-124510-16** | Film No.: **05787968**
SIC: **3672** Printed circuit boards

Mailing Address
12A MONOR PARKWAY
SALEM NH 03079

Business Address
12A MANOR PKWY
SALEM NH 03079
6038988000

SCI TECHNOLOGY INC

CIK:1125272| IRS No.: **630583436** | State of Incorp.:**AL**
Type: **S-4** | Act: **33** | File No.: **333-124510-07** | Film No.: **05787959**

Business Address
P.O. BOX 2101
HUNTSVILLE AL 35805
2568824800

SANMINA-SCI CORP

CIK:897723| IRS No.: **770228183** | State of Incorp.:**DE** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510** | Film No.: **05787952**
SIC: **3672** Printed circuit boards

Mailing Address
2700 N FIRST ST
SAN JOSE CA 95134

Business Address
2700 N FIRST ST
SAN JOSE CA 95134
4089643500

SCI SYSTEMS INC

CIK:87744| IRS No.: **630583436** | State of Incorp.:**DE** | Fiscal Year End: **0630**
Type: **S-4** | Act: **33** | File No.: **333-124510-08** | Film No.: **05787960**
SIC: **3670** Electronic components & accessories

Mailing Address
P.O. BOX 1000
HUNTSVILLE AL 35807

Business Address
2101 W CLINTON AVE
C/O SCI SYSTEMS (ALABAMA) INC
HUNTSVILLE AL 35805
3029980592

SANMINA ENCLOSURE SYSTEMS USA INC

CIK:1223961| IRS No.: **56193142** | State of Incorp.:**DE** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-12** | Film No.: **05787964**

Mailing Address
2700 FIRST STREET
SAN JOSE CA 95134

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

Viking Interworks Inc.

CIK:1321539| IRS No.: **330412659** | State of Incorp.:**CA** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-05** | Film No.: **05787957**

Mailing Address
30200 AVENIDA DE LAS BANDERAS
RANCHO SANTO MARGARITA CA 92688

Business Address
30200 AVENIDA DE LAS BANDERAS
RANCHO SANTO MARGARITA CA 92688
949-643-7255

SANMINA GENERAL LLC

CIK:1223962| IRS No.: **000000000** | State of Incorp.:**NC** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-03** | Film No.: **05787955**

Mailing Address
2700 FIRST STREET
SAN JOSE CA 95134

Business Address
BOWNE OF PALO ALTO
2455 FABER PLACE
PALO ALTO CA 94303

SANMINA-SCI SYSTEMS HOLDINGS INC

CIK:772973| IRS No.: **133274882** | State of Incorp.:**DE** | Fiscal Year End: **0930**
Type: **S-4** | Act: **33** | File No.: **333-124510-09** | Film No.: **05787961**
SIC: **4841** Cable & other pay television services

Mailing Address
2700 NORTH FIRST STREET
SAN JOSE CA 95134

Business Address
13000 SOUTH MEMORIAL PARKWAY
HUNTSVILLE AL 35803
256 882 4800

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As filed with the Securities and Exchange Commission on May 2, 2005

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT

Under The Securities Act of 1933

Sanmina-SCI Corporation

(Exact name of Registrant as specified in its charter)

Delaware	**3672**	**77-0228182**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)	(Primary Standard Industrial Classification Code Number)

2700 North First Street
San Jose, California 95134
(408) 964-3500
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Jure Sola
Chairman and
Chief Executive Officer
Sanmina-SCI Corporation
2700 North First Street
San Jose, California 95134
(408) 964-3500
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Christopher D. Mitchell, Esq.
Michael A. Occhiolini, Esq.
Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
(650) 493-9300

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(Exact Name of Additional Registrant as Specified in its Charter)	(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code)	(I.R.S. Employer Identification Number)
Compatible Memory, Inc.(1)	California	3679	91-1851483
Hadco Corporation(2)	Massachusetts	3672	04-2393279
Hadco Santa Clara, Inc.(3)	Delaware	3672	94-2348052
Interagency, Inc.(4)	Delaware	6719	63-0673214
Newisys, Inc.(5)	Delaware	3679	74-2969912
Sanmina-SCI Enclosures USA Inc.(6)	North Carolina	3499	56-1931342
Sanmina-SCI Systems (Alabama) Inc.(4)	Alabama	6719	63-0967529
Sanmina-SCI Systems Enclosures (Denton) Inc.(7)	Texas	3499	75-2547824
Sanmina-SCI Systems Holdings, Inc.(4)	Delaware	6719	72-1950026
SCI Systems, Inc.(4)	Delaware	3679	63-0583436
SCI Technology, Inc.(4)	Alabama	3679	63-0889617
Scimex, Inc.(4)	Alabama	9999	63-0950119
Viking Interworks Inc.(1)	California	3679	33-0412659
SCI Plant No. 5, L.L.C.(4)	Alabama	3679	63-2838566
SCI Plant No. 22, L.L.C.(8)	Colorado	3679	63-1255657
Sanmina General, L.L.C.(9)	Delaware	9999	N/A
Sanmina Limited, L.L.C.(9)	Delaware	9999	77-0570676
Sanmina Texas, L.P.(10)	Texas	3679	75-2102551

(Address, including zip code, and telephone number, including area code, of additional Registrant's principal executive offices)

(1) 30200 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688 (949) 643-7255

(2) 12A Manor Parkway, Salem, NH 03079 (603) 896-2000

(3) 445 El Camino Real, Santa Clara, CA 95050 (408) 557-7000

(4) 13000 South Memorial Pkwy., Huntsville, AL 35803 (256) 882-4800

(5) 10814 Jollyville Rd., Building 4, Suite 300, Austin, TX 78759 (512) 340-9050

(6) 3600 Glenwood Ave., Raleigh, NC 27612 (919) 596-7622

(7) 2200 Worthington Ave., Denton, TX 76207 (940) 387-3535

(8) 702 Bandley Drive, Fountain, CO 80817 (719) 382-2244

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(9) 2700 N. First Street, San Jose, CA 95134 (408) 964-3500

(10) 1201 West Crosby Road, Carrollton, TX (972) 323-3400

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐_____

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐_____

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Offering Price Aggregate (1)	Amount of Registration Fee(1)
$6^3/4$% Senior Subordinated Notes due 2013	$400,000,000	100%	$400,000,000	$47,080
Guarantees of $6^3/4$% Senior Subordinated Notes due 2013(2)	−(3)	−(3)	−(3)	−(3)

(1) Represents the maximum principal amount of $6^3/4$% Senior Subordinated Notes due 2013 that may be issued pursuant to the exchange offer described in this registration statement. The statement fee was calculated pursuant to Rule 457(f) under the Securities Act of 1933.

(2) The guarantors are U.S. wholly-owned subsidiaries of Sanmina-SCI Corporation and have guaranteed the notes being registered.

(3) Pursuant to Rule 457(n) under the Securities Act of 1933, no separate fee is payable for the guarantees of the notes.

The Registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effectiveness date until the Registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission acting pursuant to said Section 8(a) may determine.

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The information in this prospectus is not complete and may be changed. We may not offer these securities for exchange until the Securities and Exchange Commission declares our registration statement effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion, dated May 2, 2005

Prospectus

$400,000,000
Offer To Exchange
$6^{3}/_{4}$% Senior Subordinated Notes due 2013, Registered under the Securities Act

for

All Outstanding $6^{3}/_{4}$% Senior Subordinated Notes due 2013

of

Sanmina-SCI Corporation

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M.
NEW YORK CITY TIME, ON , 2005, UNLESS EXTENDED

TERMS OF THE EXCHANGE OFFER:

We are offering to exchange $400,000,000 aggregate principal amount of registered $6^{3}/_{4}$% Senior Subordinated Notes due 2013, which we refer to as the exchange notes, for all of our original unregistered $6^{3}/_{4}$% Senior Subordinated Notes due 2013, which we refer to as the original notes, that were issued on February 24, 2005.

We are also offering to exchange the guarantees associated with the original notes, which we refer to as the original guarantees, for the guarantees associated with the exchange notes, which we refer to as the exchange guarantees.

The terms of the exchange notes will be substantially identical to the original notes, except that the exchange notes will not be subject to transfer restrictions or registration rights relating to the original notes.

There is no existing market for the exchange notes to be issued, and we do not intend to apply for their listing on any securities exchange or arrange for them to be quoted on any quotation system.

See the section entitled "Description of Notes" that begins on page 43 for more information about the exchange notes to be issued in this exchange offer and the original notes.

This investment involves risks. See the section entitled "Risk Factors" that begins on page 11 for a discussion of the risks that you should consider prior to tendering your original notes in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

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This prospectus is dated , 2005.

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IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS PROSPECTUS

You should rely only on the information provided in this prospectus and the information incorporated by reference. We have not authorized anyone to provide you with different information. We are not offering to exchange the original notes for new notes in any jurisdiction where the offer is not permitted. We do not claim the accuracy of the information in this prospectus as of any date other than the date stated on the cover.

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SUMMARY

This summary highlights selected information included elsewhere or incorporated by reference in this prospectus to help you understand Sanmina-SCI and the terms of the notes and the notes guarantees. Because this is a summary, you should carefully read this prospectus, as well as the information incorporated by reference in this prospectus, to fully understand the terms of the notes and the notes guarantees and other considerations that may be important to you in making a decision about whether to invest in the Notes and the notes guarantees. Unless the context indicates or requires otherwise, the terms "Sanmina-SCI," "our company," "we," "us," and "our" as used in this prospectus refer to Sanmina-SCI Corporation, or Sanmina-SCI, and its consolidated subsidiaries. The terms "notes guarantors" and "notes guarantees' have the meanings defined in the "Description of Notes." Unless the context indicates or requires otherwise, references to the "original notes" and the "exchange notes" as used in this prospectus shall be deemed to include the applicable guarantees associated with such original notes or exchange notes, as the case may be. We use the term "notes" in this prospectus to collectively refer to the original notes and the exchange notes.

Sanmina-SCI Corporation

We are a leading independent global provider of customized, integrated electronics manufacturing services, or EMS. We provide these comprehensive services primarily to original equipment manufacturers, or OEMs, in the communications, personal and business computing, enterprise computing and storage, multimedia, industrial and semiconductor capital equipment, defense and aerospace, medical and automotive industries. The combination of our advanced technologies, extensive manufacturing expertise and economies of scale enables us to meet the specialized needs of our customers in these markets in a cost-effective manner.

Our end-to-end services in combination with our global expertise in supply chain management enable us to manage our customers' products throughout their life cycles. These services include:

product design and engineering, including initial development, detailed design, preproduction services and manufacturing design;

volume manufacturing of complete systems, components and subassemblies;

final system assembly and test;

direct order fulfillment and logistics services; and

after-market product service and support.

Our business strategy enables us to win large outsourcing programs from leading multinational OEMs. Our customers primarily consist of OEMs that operate in a range of industries. Our top customers for fiscal 2004 included: Alcatel, S.A., or Alcatel; Applied Materials, Inc., or Applied Materials; EchoStar Communications Corporation, or EchoStar; Hewlett-Packard Company, or HP; Hitachi Global Storage Technologies, Inc., or Hitachi; International Business Machines Corporation, or IBM; Koninklijke Philips Electronics NV, or Philips Electronics; LSI Logic Corporation, or LSI; Nokia Corporation, or Nokia; Nortel Networks Corporation, or Nortel; Roche Diagnostics Operations, Inc., or Roche; Telefonaktiebolaget LM Ericsson, or Ericsson; and Tellabs, Inc., or Tellabs.

Recent Developments

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Completion of Tender Offer for Zero Coupon Convertible Subordinated Debentures Due 2020

On March 25, 2005, we completed a tender offer for approximately $400 million accreted value of our outstanding Zero Coupon Convertible Subordinated Debentures Due 2020, or the Zero Coupon Debentures, at a tender price of $543.75 per $1,000 principal amount at maturity of the Zero Coupon

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Debentures. In this prospectus, we refer to the issuance of the original notes in the initial private placement and the completion of the tender offer as the refinancing.

Recent Financial Results

In our press release dated April 27, 2005, we announced our preliminary results for the six months ended April 2, 2005. Net sales were $6.14 billion for the six months ended April 2, 2005, compared to net sales of $5.83 billion for the six months ended March 27, 2004. For the six months ended April 2, 2005, we had an operating loss of $544.5 million, compared to operating income of $14.7 million for the six months ended March 27, 2004. Net loss for the six months ended April 2, 2005 was $1.01 billion, compared to a net loss of $28.1 million for the six months ended March 27, 2004. Diluted loss per share for the six months ended April 2, 2005 was $1.95, compared to a diluted loss per share of $0.05 for the six months ended March 27, 2004.

As a result of our continuous migration of certain operating activities from high-cost to low-cost regions, we determined during the second fiscal quarter of 2005 that it was more likely than not that certain of our deferred tax assets primarily relating to our U.S. operations would not be realized and recorded a non-cash charge of $379 million in accordance with Statement of Financial Accounting Standards No. 109 (SFAS 109). Although we have established a valuation allowance against the carrying value of certain deferred tax assets, the underlying net operating loss carry forwards would still be available to the company to offset future taxable income in the United States subject to applicable tax laws and regulations.

In addition, the factors that led to our decision to provide a valuation allowance against certain of our deferred tax assets, coupled with the recent decline in the market price of our common stock, led us to perform an impairment analysis of our goodwill and other long-lived assets in accordance with the Statement of Financial Accounting Standard No. 142 (SFAS 142). As a result of this impairment analysis, we concluded that a portion of our goodwill and long-lived assets associated with our domestic reporting unit was impaired, and accordingly, recognized a charge of approximately $600 million. This analysis also indicated that there was no impairment of goodwill or long-lived assets associated with our international reporting unit. The results of this impairment test represent our estimate at the time of its earnings announcement in accordance with SFAS 142, but are still subject to completion and review. We anticipate a final valuation report to be issued in advance of filing our Quarterly Report on Form 10-Q for the fiscal period ended April 2, 2005 with the Securities and Exchange Commission.

We were incorporated in Delaware in May 1989 to acquire our predecessor company, which had been in the printed circuit board and backplane business since 1980. In December 2001, we acquired SCI and subsequently changed our name to Sanmina-SCI Corporation. Our principal executive offices are located at 2700 North First Street, San Jose, California 95134. Our telephone number is (408) 964-3500 and our Internet address is www.sanmina-sci.com. The information contained in or linked to our website is not intended to be a part of this prospectus.

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The Exchange Offer

The Initial Offering of Original Notes	On February 24, 2005, we issued in a private placement $400 million aggregate principal amount of $6^3/_4$% Senior Subordinated Notes due 2013. We refer to these notes as the original notes in this prospectus.
Registration Rights Agreement	Pursuant to the registration rights agreement between Sanmina-SCI, the note guarantors and the initial purchasers entered into in connection with the initial private placement, Sanmina-SCI and the notes guarantors have agreed to offer to exchange the original notes for up to $400 million aggregate principal amount of $6^3/_4$% Senior Subordinated Notes due 2013 that are being offered hereby. We refer to the notes issued for the original notes in this exchange offer as the exchange notes. When we refer to the exchange notice in the prospectus we are also referring to the associated guarantees of the exchange notes. We have filed this registration statement to meet our obligation under the registration rights agreement. If Sanmina-SCI or any notes guarantor fails to satisfy these obligations under the registration rights agreement, it will pay special interest to holders of the original notes under specified circumstances. See "Exchange Offer; Registration Rights."
The Exchange Offer	We are offering to exchange the exchange notes, which have been registered under the Securities Act of 1933, as amended, or the Securities Act, for the same aggregate principal amount of the original notes. The original notes may be tendered only in $1,000 increments. We will exchange the applicable exchange notes for all original notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer. We will cause the exchange to be effected promptly after the expiration date of the exchange offer. The exchange notes will evidence the same debt as the original notes and will be issued under and entitled to the benefits of the same indenture that governs the original notes. Holders of the original notes do not have any appraisal or dissenter rights in connection with the exchange offer. Because we have registered the exchange notes, the exchange notes will not be subject to transfer restrictions, and holders of original notes that have tendered and had their original notes accepted in the exchange offer will have no registration rights.

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If You Fail to Exchange Your Original Notes	If you do not exchange your original notes for exchange notes in the exchange offer, you will continue to be subject to the restrictions on transfer provided in the original notes and indenture governing those notes. In general, you may not offer or sell your original notes unless they are registered under the federal securities laws or are sold in a transaction exempt from or not subject to the registration requirements of the federal securities laws and applicable state securities laws.
Procedures for Tendering Notes	If you wish to tender your original notes for exchange notes and you hold your original notes in book-entry form, you must request your participant of the Depositary Trust Company, or DTC, to, on your behalf, instead of physically completing and signing the letter of transmittal and delivering the letter and your original notes to the exchange agent, electronically transmit an acceptance through DTC's Automated Tender Offer Program, or ATOP. If your original notes are held in book-entry form and are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, we urge you to contact that person promptly if you wish to tender your original notes pursuant to this exchange offer. If you wish to tender your original notes for exchange notes and you hold your original notes in certificated form, you must: complete and sign the enclosed letter of transmittal by following the related instructions, and send the letter of transmittal, as directed in the instructions, together with any other required documents, to the exchange agent either (1) with the original notes to be tendered, or (2) in compliance with the specified procedures for guaranteed delivery of the original notes. Please do not send your letter of transmittal or certificates representing your original notes to us. Those documents should be sent only to the exchange agent. Questions regarding how to tender and requests for information should be directed to the exchange agent. See "The Exchange Offer−Exchange Agent."
Resale of the Exchange Notes	Except as provided below, we believe that the exchange notes may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act *provided* that: the exchange notes are being acquired in the ordinary course of business,

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you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate in the distribution of the exchange notes issued to you in the exchange offer,

you are not an affiliate of Sanmina-SCI,

you are not a broker-dealer tendering original notes acquired directly from us for your account, and

you are not prohibited by law or any policy of the Securities and Exchange Commission, or SEC, from participating in the exchange offer.

Our belief is based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties that are not related to us. The SEC has not considered this exchange offer in the context of a no-action letter. We cannot assure you that the SEC would make similar determinations with respect to this exchange offer. If any of these conditions are not satisfied, or if our belief is not accurate, and you transfer any exchange notes issued to you in the exchange offer without delivering a resale prospectus meeting the requirements of the Securities Act or without an exemption from registration of your exchange notes from those requirements, you may incur liability under the Securities Act. We will not assume, nor will we indemnify you against, any such liability.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where the original notes were acquired by such broker-dealer as a result of market-making or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Record Date

We mailed this prospectus and the related offer documents to the registered holders of the original notes on , 2005.

Expiration Date

The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless we decide to extend the expiration date. However, the latest time and date to which the exchange offer may be extended is at 5:00 p.m., New York City time, on , 2005.

Conditions to the Exchange Offer

The exchange offer is subject to customary conditions. This exchange offer is not conditioned upon any minimum principal amount of the original notes being tendered.

Exchange Agent

U.S. Bank National Association, is serving as exchange agent for the exchange offer.

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Withdrawal Rights	You may withdraw the tender of your original notes at any time before the expiration date of the exchange offer. You must follow the withdrawal procedures as described under the heading "The Exchange Offer−Withdrawal of Tenders."
Federal Income Tax Considerations	The exchange of original notes for the exchange notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes.
Use of Proceeds	We will not receive any proceeds from the issuance of the exchange notes for the original notes pursuant to the exchange offer. We will pay all of our expenses incident to the exchange offer.

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The Notes

The form and terms of the exchange notes are the same as the form and terms of the original notes, except that the exchange notes will be registered under the Securities Act. As a result, the exchange notes will not bear legends restricting their transfer and will not have the benefit of the registration rights and special interest provisions contained in the original notes. The exchange notes represent the same debt as the original notes for which they are being exchanged. Both the original notes and the exchange notes are governed by the same indenture.

Issuer	Sanmina-SCI Corporation.
Notes Offered	$400,000,000 aggregate principal amount of $6^{3}/_{4}$% Senior Subordinated Notes due 2013.
Maturity	March 1, 2013.
Interest Payment Dates	March 1 and September 1 of each year, beginning on September 1, 2005.
Guarantees	The notes are fully and unconditionally guaranteed, jointly and severally, on a senior subordinated unsecured basis by substantially all of our domestic restricted subsidiaries for so long as those subsidiaries guarantee any of our other debt (other than unregistered senior debt and debt under our senior secured credit facility). For the quarter ended January 1, 2005 our consolidated subsidiaries that are not notes guarantors had net sales of $2.6 billion and net income of $41.6 million, and at January 1, 2005 those subsidiaries had assets of $4.4 billion and debt and other liabilities of approximately $2.5 billion (or $1.4 billion of debt and other liabilities after excluding intercompany transactions).
Ranking	The notes are: our senior subordinated, unsecured obligations; subordinated in right of payment to all of our existing and future senior debt, including any amounts outstanding under our senior secured credit facility and our outstanding 10.375% Senior Secured Notes due January 15, 2010, or the 10.375% Senior Secured Notes; effectively subordinated in right of payment to all existing and future debt and other liabilities, including trade payables, of any of our subsidiaries that do not guarantee the notes; equal in right of payment with all of our future senior subordinated debt; and senior in right of payment to all of our existing and future subordinated debt, including our guarantee of the 3% Convertible Subordinated Notes due 2007 of SCI, or the 3% Notes, and our outstanding Zero Coupon Debentures.

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The notes guarantee of each notes guarantor are:

- the senior subordinated, unsecured obligation of the notes guarantor;
- subordinated in right of payment to all existing and future senior debt of the notes guarantor, including any amounts guaranteed by the notes guarantor under the senior secured credit facility and the 10.375% Senior Secured Notes;
- equal in right of payment with all future senior subordinated debt of such notes guarantor; and
- senior in right of payment to all existing and future subordinated debt of the notes guarantor, including the 3% Notes.

As of January 1, 2005, assuming completion of the refinancing as of that date, our total outstanding consolidated debt would have been approximately $1.9 billion, of which approximately $778.8 million (excluding an $8.4 million reduction in the carrying amount of our 10.375% Senior Secured Notes related to our interest rate swap transaction) would have been senior debt, $400.0 million would have been senior subordinated debt, and approximately $740.4 million would have been subordinated debt. All of our senior debt is secured debt.

Optional Redemption

We may redeem the notes, in whole or in part, at any time prior to March 1, 2009, at a redemption price that is equal to the sum of (1) the amount of the notes to be redeemed, (2) accrued and unpaid interest on those notes and (3) a "make-whole" premium as specified in this prospectus under "Description of Notes−Optional Redemption."

We may redeem the notes, in whole or in part, beginning on March 1, 2009, at the redemption prices specified in this prospectus under "Description of Notes−Optional Redemption."

At any time prior to March 1, 2008, we may redeem up to 35% of the notes with the proceeds of certain equity offerings at the redemption price specified in this prospectus under "Description of Notes−Optional Redemption."

Certain Covenants

We issued the notes under an indenture among us, the note guarantors and U.S. Bank National Association, as trustee. The indenture includes covenants that limit our ability and the ability of our restricted subsidiaries to:

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incur additional debt, including guarantees by our restricted subsidiaries;

make investments and other restricted payments, pay dividends on our capital stock, or redeem or repurchase our capital stock or subordinated obligations, subject to certain exceptions;

create specified liens;

sell assets;

create or permit restrictions on the ability of our restricted subsidiaries to pay dividends or make other distributions to us;

engage in transactions with affiliates;

incur layered debt; and

consolidate or merge with or into other companies or sell all or substantially all of our assets.

These covenants are subject to a number of important exceptions and qualifications described under "Description of Notes−Certain Covenants."

During any future period in which Standard & Poor's Rating Services and Moody's Investor's Services, Inc. each have assigned an investment grade credit rating to the notes and no default or event of default has occurred or is continuing under the indenture, certain of the covenants will cease to be in effect. If either of these ratings agencies then withdraws its ratings or downgrades the ratings assigned to the notes below the required investment grade rating or a default or event of default occurs and is continuing, the suspended covenants will again be in effect. See "Description of Notes−Suspension of Covenants."

Change of Control

Following a Change of Control (as defined in "Description of Notes−Certain Definitions"), Sanmina-SCI will be required to make an offer to repurchase all or any portion of your notes at a purchase price of 101% of their principal amount, plus accrued and unpaid interest, if any, to, but excluding, the date of repurchase.

Registration Rights

In connection with the offering of the original notes, we and the notes guarantors agreed to offer to exchange the original notes for exchange notes. We and the notes guarantors also agreed to provide a shelf registration statement to cover resales of the notes under certain circumstances. If we or any notes guarantor fails to satisfy these obligations, we will pay special interest to holders of the notes under specified circumstances. See "Exchange Offer; Registration Rights."

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Ratio of Earnings to Fixed Charges

Fiscal Year Ended					Three Months Ended
September 30, 2000	September 29, 2001	September 28, 2002	September 27, 2003	October 2, 2004	January 1, 2005
6.7x	2.2x	–	–	1.0x	1.8x

The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges. For purposes of calculating the ratios, "earnings" consists of income (loss) before income taxes and loss from equity investees plus fixed charges, and "fixed charges" consists of interest expense, amortization of debt discount and debt issuance costs, and the portion of rental expense representative of interest expense. Earnings for fiscal 2002 and 2003 were insufficient to cover fixed charges by approximately $2.8 billion for fiscal 2002 and approximately $191.9 million for fiscal 2003. The loss before income taxes for fiscal 2002 included a goodwill impairment loss of $2.7 billion and the loss before income taxes for fiscal 2003 included an impairment of long-lived assets loss of $95.6 million.

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RISK FACTORS

Prospective participants in the exchange offer should carefully consider all of the information contained in this prospectus, including the risks and uncertainties described below. Except with respect to the risk factors associated with the exchange offer, the risk factors set forth below are generally applicable to the original notes as well as the exchange notes.

Risks Relating to the Exchange Offer

If you fail to follow the exchange offer procedures, your notes will not be accepted for exchange.

We will not accept your notes for exchange if you do not follow the exchange offer procedures. We will issue exchange notes as part of this exchange offer only after timely receipt of your original notes, a properly completed and duly executed letter of transmittal and all other required documents or if you comply with the guaranteed delivery procedures for tendering your notes. Therefore, if you want to tender your original notes, please allow sufficient time to ensure timely delivery. If we do not receive your original notes, letter of transmittal, and all other required documents by the expiration date of the exchange offer, or you do not otherwise comply with the guaranteed delivery procedures for tendering your notes, we will not accept your original notes for exchange. We are under no duty to give notification of defects or irregularities with respect to the tenders of original notes for exchange. If there are defects or irregularities with respect to your tender of original notes, we will not accept your original notes for exchange unless we decide in our sole discretion to waive such defects or irregularities.

If you fail to exchange your original notes for exchange notes, they will continue to be subject to the existing transfer restrictions and you may not be able to sell them.

We did not register the original notes, nor do we intend to do so following the exchange offer. Original notes that are not tendered will therefore continue to be subject to the existing transfer restrictions and may be transferred only in limited circumstances under the securities laws. As a result, if you hold original notes after the exchange offer, you may not be able to sell them. To the extent any original notes are tendered and accepted in the exchange offer, the trading market, if any, for the original notes that remain outstanding after the exchange offer may be adversely affected due to a reduction in market liquidity.

Because there is no public market for the exchange notes, you may not be able to resell them.

The exchange notes will be registered under the Securities Act but will constitute a new issue of securities with no established trading market. We cannot assure you that an active market will exist for the exchange notes or that any trading market that does develop will be liquid. We do not intend to apply to list the exchange notes for trading on any securities exchange or to arrange for quotation on any automated dealer quotation system.

The trading market for the notes may be adversely affected by:

changes in the overall market for non-investment grade securities;

changes in our financial performance or prospects;

the prospects for companies in our industry generally;

the number of holders of the notes;

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the interest of securities dealers in making a market for the notes; and

prevailing interest rates and general economic conditions.

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Historically, the market for non-investment grade debt has been subject to substantial volatility in prices. The market for the notes, if any, may be subject to similar volatility. Prospective investors in the notes should be aware that they may be required to bear the financial risks of such investment for an indefinite period of time.

Risks Relating to an Investment in the Exchange Notes

Our substantial debt level could adversely affect our financial condition and prevent us from meeting our obligations under the notes. In certain circumstances, the indenture governing the notes permits us to redeem, repurchase or refinance our subordinated debt.

We currently have a significant amount of debt. As of January 1, 2005, assuming completion of the refinancing as of such date, our total outstanding consolidated debt would have been approximately $1.9 billion, of which approximately $778.8 million (excluding an $8.4 million reduction the carrying amount of our 10.375% Senior Secured Notes related to our interest rate swap transaction) would have been senior debt, $400 million would have been senior subordinated debt, and approximately $740.4 million would have been subordinated debt. All of our senior debt and the senior debt of the notes guarantors is secured debt. Additionally, we have the capacity to borrow up to $500 million under our senior secured credit facility. In addition, subject to the existing and any future financing agreements, we may incur additional debt.

Our substantial debt level could have important consequences. For example, it could:

- make it more difficult for us to make payments on the notes;
- require us to dedicate a substantial portion of our cash flow from operations and other capital resources to debt service;
- limit our ability to fund working capital, capital expenditures, acquisitions, research and development and other general corporate requirements;
- increase our vulnerability to adverse economic and industry conditions;
- expose us to fluctuations in interest rates with respect to that portion of our debt which is at a variable rate of interest;
- limit our flexibility in planning for, or reacting to, changes and opportunities in the EMS industry, including potential acquisitions and OEM divestiture transactions;
- limit our ability to obtain additional financing on commercially reasonable terms, if at all; and
- place us at a competitive disadvantage to any of our competitors that have less debt.

The indentures governing the notes and our 10.375% Senior Secured Notes permit us to redeem repurchase our convertible subordinated debt (as described in "Description of Material Debt") if we meet a specified liquidity threshold and under certain other circumstances. See "Description of Notes−Certain Covenants−Limitation on Restricted Payments." In addition, in any event, under the terms of these indentures we are currently permitted to repay or repurchase the Zero Coupon Debentures because they are within one year of their stated maturity (as

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defined in the indentures). Under the indenture for the notes, we may also refinance our convertible subordinated debt with debt that has a maturity earlier than the stated maturity of the convertible subordinated debt.

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To service our debt and fund our other capital requirements, we will require a significant amount of cash, and our ability to generate cash will depend on many factors beyond our control. Substantial amounts of our debt will become due prior to the maturity date of the notes.

Our ability to meet our debt service obligations, including the notes, and to fund working capital, capital expenditures, acquisitions, research and development and other general corporate purposes, will depend upon our future performance, which will be subject to financial, business and other factors affecting our operations, many of which are beyond our control. Similarly, the ability of the notes guarantors to make payments on and refinance their debt will depend on their ability to generate cash in the future. To some extent, this is subject to general and regional economic, financial, competitive, legislative, regulatory and other factors that are beyond our or the notes guarantors' control. Neither we nor the notes guarantors can assure you that any of us will generate cash flow from operations, or that future borrowings will be available, in an amount sufficient to enable any of us to pay our debt, including the notes, or to fund other liquidity needs.

We expect that substantial amounts of our debt will become due prior to the final maturity date of the notes, which we will be required to repay or refinance. Our Zero Coupon Debentures and the 3% Notes, which we have guaranteed, either mature or give the holders of these securities the right to require us to repurchase these securities prior to the maturity date of the notes. See "Description of Material Debt." We are also required to prepay the senior secured credit facility if, under the indenture governing our 10.375% Senior Secured Notes and the notes, we are required to make an offer to purchase those notes in the event of certain asset sales or a change in control and we are unable to meet certain conditions, including demonstrating our ability to meet a minimum liquidity test on a pro forma basis. If either we or the notes guarantors are unable to generate sufficient cash flow and are unable to refinance or extend outstanding borrowings on commercially reasonable terms or at all, we and the notes guarantors may have to:

reduce or delay capital expenditures planned for replacements, improvements and expansions;

sell assets;

restructure debt; and/or

obtain additional debt or equity financing.

We cannot assure you that we or the notes guarantors could effect or implement any of these alternatives on satisfactory terms, if at all.

Your right to receive payments on the notes and the notes guarantees will be effectively subordinated to the rights of our existing and future senior creditors, including any amounts outstanding under our senior secured credit facility and our outstanding 10.375% Senior Secured Notes.

The notes and the notes guarantees will be subordinated to the prior payment in full of our and the notes guarantors' existing and future senior debt, including any amounts outstanding under our senior secured credit facility and our outstanding 10.375% Senior Secured Notes. As of January 1, 2005, assuming completion of the refinancing as of such date, the notes and the guarantees would have been subordinated to approximately $778.8 million (excluding an $8.4 million reduction in the carrying amount of our 10.375% Senior Secured Notes related to our interest rate swap transaction) of senior debt, consisting primarily of the 10.375% Senior Secured Notes and the guarantees thereof. We also have the capacity to borrow up to $500 million under our senior secured credit facility. In addition, subject to the restrictions in our existing and any future financing agreements, we may incur additional senior debt. As a result of this subordination, in the event of any bankruptcy, liquidation, dissolution, reorganization or similar proceeding relating to us or a notes guarantor, the holders of senior debt of Sanmina-SCI and the notes guarantors will be entitled to be paid in full in cash before any payment

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may be made with respect to the notes or the notes guarantees. In addition, all payments on the notes will be blocked in the event of a payment default on certain of our senior debt and may be blocked for up to 179 consecutive days in the event of certain non-payment defaults on our designated senior debt. See "Description of Notes−Subordination."

In the event of any bankruptcy, liquidation, dissolution, reorganization or similar proceeding relating to Sanmina-SCI or the notes guarantors, as applicable, holders of the notes will participate with trade creditors and all other holders of subordinated indebtedness of Sanmina-SCI and the notes guarantors in the assets remaining after we have paid all of our senior debt. However, because the indenture relating to the notes requires that amounts otherwise payable to holders of the notes in a bankruptcy or similar proceeding be paid to holders of senior debt instead, holders of the notes may receive less, ratably, than holders of trade payables in any such proceeding. In any of these cases, we may not have sufficient funds to pay all of our creditors, and holders of the notes may receive less, ratably, than the holders of our senior debt.

We depend in substantial part on the cash flow from our non-guarantor subsidiaries to meet our obligations, and your right to receive payment on the notes and the notes guarantees will be effectively subordinated to the obligations of our non-guarantor subsidiaries.

Our non-guarantor subsidiaries are separate and distinct legal entities with no obligation to pay any amounts due on the notes or the notes guarantees or to provide us or the notes guarantors with funds for our payment obligations, whether by dividend, distribution, loan or other payments. Our cash flow and our ability to service our debt, including the notes, depends in substantial part on the earnings of our non-guarantor subsidiaries and on the distribution of earnings, loans or other payments to us by these subsidiaries. See "Supplemental Guarantors Consolidating Financial Information" included in the financial statements incorporated by reference in this prospectus that sets forth certain supplemental financial information of the notes guarantors and the non-guarantor subsidiaries.

In addition, the ability of these non-guarantor subsidiaries to make any dividend, distribution, loan or other payment to us could be subject to statutory or contractual restrictions. The senior secured credit facility generally prohibits us and our subsidiaries from making payments of dividends and other distributions, except that we may make limited repurchases of our common stock if we are in compliance with all of the facility's covenants and no default or event of default exists or would result therefrom under the facility. Payments to us by these non-guarantor subsidiaries are also contingent upon their earnings and their business considerations. Because we depend in part on the cash flow of these subsidiaries to meet our obligations, these types of restrictions could impair our ability to make scheduled interest and principal payments on the notes.

In addition, under the indentures governing the notes and the 10.375% Senior Secured Notes, non-guarantor restricted subsidiaries are permitted to incur substantial amounts of additional debt (see the definition of Permitted Debt under "Description of Notes−Certain Covenants−Limitation on Debt"), and we and our restricted subsidiaries are permitted to make an unlimited amount of investments in non-guarantor restricted subsidiaries. The notes would be effectively subordinated to any additional indebtedness incurred by the non-guarantor restricted subsidiaries. In addition, if we or our restricted subsidiaries invest additional amounts in non-guarantor restricted subsidiaries, in the event of a bankruptcy, liquidation, reorganization or other winding up of any of the non-guarantor restricted subsidiaries, assets that otherwise could be used to satisfy our obligations under the notes will first be used to satisfy the liabilities of the non-guarantor restricted subsidiaries.

Our right to receive any assets of our non-guarantor subsidiaries upon their bankruptcy, liquidation, dissolution, reorganization or similar proceeding, and therefore your right to participate in those assets, will be effectively subordinated to the claims of these subsidiaries' creditors, including trade creditors. In addition, even if Sanmina-SCI or the notes guarantors were a creditor of one or

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more of these subsidiaries, the rights of Sanmina-SCI and the rights of the notes guarantors as creditors would be subordinated to any security interest in the assets of these subsidiaries and any debt of these subsidiaries senior to that held by us or the notes guarantors. As a result, the notes and the notes guarantees will be effectively subordinated to all liabilities, including trade payables, of our current or future subsidiaries that are not notes guarantors. As of January 1, 2005, assuming completion of the refinancing as of such date, the notes and the notes guarantees would have been effectively subordinated to $1.4 billion of liabilities of our non-guarantor subsidiaries.

We may not be able to finance future needs or adapt our business plan to changes because of restrictions contained in the terms of the notes, the 10.375% Senior Secured Notes, the senior secured credit facility and instruments governing our other debt.

Our senior secured credit facility and the indentures for the 10.375% Senior Secured Notes and the notes contain various covenants that limit our ability to, among other things:

incur additional debt, including guarantees by us or our restricted subsidiaries;

make investments, pay dividends on our capital stock, or redeem or repurchase our capital stock or subordinated obligations, subject to certain exceptions;

create specified liens;

make capital expenditures;

sell assets;

make acquisitions;

create or permit restrictions on the ability of our restricted subsidiaries to pay dividends or make other distributions to us;

engage in transactions with affiliates;

engage in sale and leaseback transactions;

incur layered indebtedness; and

consolidate or merge with or into other companies or sell all or substantially all of our assets.

Our ability to comply with covenants contained in the notes, the 10.375% Senior Secured Notes, the senior secured credit facility and agreements governing other debt to which we are or may become a party may be affected by events beyond our control, including prevailing economic, financial and industry conditions. The senior secured credit facility requires us to comply with a fixed charge coverage ratio and a

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leverage ratio. Additionally, the senior secured credit facility contains numerous affirmative covenants, including covenants regarding payment of taxes and other obligations, maintenance of insurance, reporting requirements and compliance with applicable laws and regulations. Further, the senior secured credit facility contains negative covenants limiting our ability and the ability of our subsidiaries, among other things, to incur debt, grant liens, make acquisitions, make certain restricted payments, sell assets and enter into sale and lease back transactions. Additional debt we incur in the future may subject us to further covenants.

Our failure to comply with these covenants could result in a default under the agreements governing the relevant debt. In addition, if any such default is not cured or waived, the default could result in an acceleration of debt under our other debt instruments that contain cross acceleration or cross-default provisions, which could require us to repay or repurchase debt, together with accrued interest, prior to the date it otherwise is due and that could adversely affect our financial condition. If a default occurs under our senior secured credit facility, the lenders could cause all of the outstanding debt obligations under the senior secured credit facility to become due and payable, which could result

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in a default under the 10.375% Senior Secured Notes and the notes and could lead to an acceleration of these respective obligations. Upon a default or cross-default, the collateral agent, at the direction of the lenders under the senior secured credit facility could proceed against the collateral. Even if we are able to comply with all of the applicable covenants, the restrictions on our ability to manage our business in our sole discretion could adversely affect our business by, among other things, limiting our ability to take advantage of financings, mergers, acquisitions and other corporate opportunities that we believe would be beneficial to us.

We may not be able to repurchase the notes upon a change of control.

We will be required to make an offer to purchase all of your notes in the event of a change of control. As a result of such offer, you may require us to repurchase all or a portion of your notes. We cannot assure you that we will have sufficient funds to pay the repurchase price in the event of a change of control. In addition, agreements governing debt that we may incur in the future may restrict or prohibit us from repurchasing the notes upon a change of control. If we are prohibited from repurchasing the notes when required, we could seek the consents of the applicable lenders to permit the repurchase or we could seek to refinance the applicable debt. We cannot assure you that we will be able to obtain any necessary consents or refinance the debt. Our failure to repurchase the notes as required for any reason would be a default under the indenture governing the notes, which would in turn be a default under the senior secured credit facility as well as certain of our other debt. In addition, an event constituting a change of control could also constitute a change of control or fundamental change under outstanding convertible subordinated notes.

The senior secured credit facility provides that certain change of control events constitute an event of default under the senior secured credit facility. An event of default would entitle the lenders thereunder to, among other things, cause all outstanding debt obligations under the senior secured credit facility to become due and payable and to proceed against their collateral. We cannot assure you that we would have sufficient assets or be able to obtain sufficient third-party financing on favorable terms to satisfy all of our obligations under the senior secured credit facility, the 10.375% Senior Secured Notes, the notes or other debt.

The provisions relating to a change of control included in the indenture governing the notes may increase the difficulty for a potential acquirer to obtain control of us. In addition, some important corporate events, such as leveraged recapitalizations, that would increase the level of our debt, would not constitute a "change of control" under the indenture.

Any future downgrades in our corporate credit rating may make it more expensive for us to borrow money and may adversely affect the trading price of the notes.

Our current corporate credit rating from Standard & Poor's Rating Services is "BB-" with a ratings outlook of "stable." Our current senior unsecured issuer rating from Moody's Investors Service is "Ba3" with a ratings outlook of "stable." We do not know if either of these rating services will downgrade our ratings in the future. Any future downgrades may make it more expensive for us to raise additional capital in the future and may adversely affect the trading price of the notes.

The notes will have the benefit of the notes guarantees only so long as the notes guarantors guarantee certain of our other public debt securities.

The indenture governing the notes will provide that the notes will be guaranteed by the notes guarantors only for so long as the notes guarantors guarantee any other debt of Sanmina-SCI (other than unregistered senior debt and debt under the senior secured credit facility). In such event, the risks applicable to our subsidiaries that are non-guarantor subsidiaries will also be applicable to the notes guarantors.

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Bankruptcy law and state fraudulent conveyance laws may void our obligations and those of the notes guarantors under the notes and the notes guarantees, respectively.

Under applicable provisions of federal bankruptcy law or bankruptcy laws of other relevant jurisdictions or comparable provisions of state fraudulent transfer laws, if, among other things, an issuer or guarantor, at the time it incurred any debt or provided a guarantee, as the case may be,

(1) the issuer or guarantor received or receives less than reasonably equivalent value or fair consideration for the incurrence of such debt or providing such guarantees, and

was or is insolvent or rendered insolvent by reason of such occurrence or

was or is engaged in a business or transaction for which the assets remaining with the issuer or the guarantor constituted unreasonably small capital, or

intended or intends to incur, or believed or believes that it would incur, debts beyond the issuer's or the guarantor's ability to pay such debts as they mature, or

(2) the delivery of a guarantee was found by a court to have been delivered with the intent to hinder, delay or defraud existing or future creditors, then the debt and the guarantees could be voided or claims in respect of the debt or the guarantees could be subordinated to all of the issuer's other debts or those of such guarantor, as the case may be. In addition, payment of interest and principal pursuant to the debt or the payment of amounts by a guarantor pursuant to a guarantee could be voided and required to be returned to the person making such payment, or to a fund for the credit of creditors of the issuer or those of such guarantor, as the case may be.

The measures of insolvency for purposes of the foregoing considerations will vary depending upon the law applied in any proceeding with respect to the foregoing. Generally, however, an entity would be considered insolvent if

(1) the sum of its debts, including contingent liabilities, were greater than the saleable value of all of its assets at a fair valuation or if the present fair saleable value of its assets were less than the amount that would be required to pay its probable liabilities on its existing debts, including contingent liabilities, as they become absolute and mature, or

(2) it could not pay its debts as they become due. Sanmina-SCI believes that neither Sanmina-SCI nor any notes guarantor is insolvent, has unreasonably small capital for the business in which we or it is engaged or is incurring debts beyond our or its ability to pay debts as they mature. We cannot assure you, however, as to what standard a court would apply in making such determinations or that a court would agree with our conclusions.

If the notes receive an investment grade rating, we will no longer be subject to most of the covenants in the indenture.

If at any time the notes receive an investment grade rating from Standard & Poor's Ratings Services and Moody's Investors Service, Inc., subject to certain additional conditions, we and our restricted subsidiaries will no longer be subject to most of the covenants set forth in the indenture governing the notes. See "Description of Notes−Suspension of Covenants."

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We are exposed to general market conditions in the electronics industry which could have a material adverse impact on our business, operating results and financial condition.

As a result of the downturn in the electronics industry, demand for our manufacturing services declined significantly during our 2001, 2002, and 2003 fiscal years. The decrease in demand for manufacturing services by OEMs resulted primarily from reduced capital spending by communications service providers. Consequently, our operating results were adversely affected as a result of the deterioration in the communications market and the other markets that we serve. Although we have begun to see evidence of a recovery in several markets that we serve, if capital spending in these markets does not continue to improve, or improves at a slower pace than we anticipate, our revenue and profitability will be adversely affected. In addition, even as many of these markets begin to recover, OEMs are likely to continue to be highly sensitive to costs and will likely continue to place pressure on EMS companies to minimize costs. This will likely result in continued significant price competition among EMS companies, and this competition will likely continue to affect our results of operations.

We cannot accurately predict future levels of demand for our customers' electronics products. As a result of this uncertainty, we cannot accurately predict if the improvement in the electronics industry will continue. Consequently, our past operating results, earnings and cash flows may not be indicative of our future operating results, earnings and cash flows. In particular, if the economic recovery in the electronics industry does not demonstrate sustained momentum, and if price competition for EMS services continues to be intense, our operating results may be adversely affected.

If demand for our higher-end, higher margin manufacturing services does not improve, our future gross margins and operating results may be lower than expected.

Before the economic downturn in the communications sector and before our merger with SCI Systems, Inc., sales of our services to OEMs in the communications sector accounted for a substantially greater portion of our net sales and earnings than in recent periods. As a result of reduced sales to OEMs in the communications sector, our gross margins have declined because the services that we provided to these OEMs often were more complex, thereby generating higher margins than those that we provided to OEMs in other sectors of the electronics industry. For example, a greater percentage of our net sales in recent periods has been derived from sales of personal computers. Margins on personal computers are typically lower than margins that we have historically realized on communication products. OEMs are continuing to seek price decreases from us and other EMS companies and competition for this business remains intense. Although the electronics industry has begun to show indications of a recovery, pricing pressure on EMS companies continues to be strong and there continues to be intense price competition for EMS services. This price competition could adversely affect our gross margins. If demand for our higher-end, higher margin manufacturing services does not improve in the future, our gross margins and operating results in future periods may be adversely affected.

Our operating results are subject to significant uncertainties.

Our operating results are subject to significant uncertainties, including the following:

- economic conditions in the electronics industry;
- the timing of orders from major customers and the accuracy of their forecasts;
- the timing of expenditures in anticipation of increased sales, customer product delivery requirements and shortages of components or labor;

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the mix of products ordered by and shipped to major customers, as high volume and low complexity manufacturing services typically have lower gross margins than more complex and lower volume services;

the degree to which we are able to utilize our available manufacturing capacity;

our ability to effectively plan production and manage our inventory and fixed assets;

our ability to efficiently move manufacturing activities to lower cost regions without adversely affecting customer relationships;

pricing and other competitive pressures;

seasonality in customers' product requirements;

fluctuations in component prices;

political and economic developments in countries in which we have operations;

component shortages, which could cause us to be unable to meet customer delivery schedules; and

new product development by our customers.

A portion of our operating expenses is relatively fixed in nature, and planned expenditures are based, in part, on anticipated orders, which are difficult to estimate. If we do not receive anticipated orders as expected, our operating results will be adversely impacted. Moreover, our ability to reduce our costs as a result of current or future restructuring efforts may be limited because consolidation of operations can be costly and a lengthy process to complete.

If we receive other than an unqualified opinion on the adequacy of our internal control over financial reporting as required by Section 404 of the Sarbanes-Oxley Act of 2002 or we identify other issues in our internal controls, or if we are unable to deliver accurate and timely financial information, investors could lose confidence in the reliability of our financial statements, which could result in a decrease in the market price of the notes, our common stock and any of our other securities.

On December 17, 2004, in connection with our fiscal 2004 audit and preparation of our report on Form 10-K for fiscal 2004, we announced that we were seeking an extension of up to 15 days to file our Form 10-K. Our inability to file the Form 10-K when due (we ultimately filed it on December 29, 2004) was the result of issues that were identified in the course of our review and substantiation of certain accounts at one of our plants. As a result of adjustments relating to the material weakness described below arising from the completion of this review and our consolidated audit, we revised our previously-announced year-end results from a net loss of $5,257,000 to a net loss $11,398,000 and a loss of $0.01 per share to a loss of $0.02 per share. Our Quarterly Report for the quarter ended January 1, 2005 was filed in a timely manner on February 10, 2005.

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In connection with the audit of our financial statements for fiscal 2004, management and our independent registered public accounting firm identified a material weakness in our system of internal controls. This matter is discussed in additional detail under "Management's Discussion and Analysis of Financial Condition and Results of Operations−Controls and Procedures." In response to the foregoing, we have undertaken a rigorous review of our internal control over financial reporting, that is ongoing, in order to improve our internal controls, ensure the delivery of accurate and timely financial information, and ensure compliance with the Section 404 requirements of the Sarbanes-Oxley Act of 2002 when they become applicable to us beginning with our financial statements for fiscal 2005. Section 404 of the Sarbanes-Oxley Act of 2002 requires a public company to include a report of management on the company's internal control over financial reporting in their annual reports on Form 10-K that contains an assessment by management of the effectiveness of the company's internal

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control over financial reporting. The independent registered public accounting firm auditing the company's financial statements must also attest to and opine on management's assessment of the effectiveness of the company's internal control over financial reporting. We are currently implementing a number of measures intended to meet the foregoing objectives with respect to internal controls, delivery of financial information, and compliance with Section 404, and we will need to make significant improvements in our internal controls on an ongoing basis to accomplish these objectives. We will also need to complete documentation and test and monitor necessary controls prior to the end of our current fiscal year in order to meet our Section 404 requirements.

We cannot assure you that our ongoing review will not identify additional control deficiencies or that we will be able to implement improvements to our internal controls in a timely manner. In addition, as a result of these reviews or otherwise, we cannot assure you that we will not need to make adjustments to any current period operating results or to operating results that have been previously publicly announced or otherwise experience an adverse affect on our operating results, financial condition or business. Moreover, if our independent auditors interpret the Section 404 requirements and the related rules and regulations differently from us or if our independent auditors are not satisfied with our internal control over financial reporting or with the level at which it is documented, tested or monitored, they may issue a qualified opinion. Any of the foregoing could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements, which could cause the market price of the notes, our common stock and any of our other securities to decline.

An adverse change in the interest rates for our borrowings could adversely affect our financial condition.

Interest to be paid by us on any borrowings under any of our credit facilities and other long-term debt obligations may be at interest rates that fluctuate based upon changes in various base interest rates. An adverse change in the base rates upon which our interest rates are determined could have a material adverse effect on our financial position, results of operations and cash flows.

We generally do not obtain long-term volume purchase commitments from customers, and, therefore, cancellations, reductions in production quantities and delays in production by our customers could adversely affect our operating results.

We generally do not obtain firm, long-term purchase commitments from our customers. Customers may cancel their orders, reduce production quantities or delay production for a number of reasons. In the event our customers experience significant decreases in demand for their products and services, our customers may cancel orders, delay the delivery of some of the products that we manufacture or place purchase orders for fewer products than we previously anticipated. Even when our customers are contractually obligated to purchase products from us, we may be unable or, for other business reasons, choose not to enforce our contractual rights. Cancellations, reductions or delays of orders by customers would:

adversely affect our operating results by reducing the volumes of products that we manufacture for our customers;

delay or eliminate recoupment of our expenditures for inventory purchased in preparation for customer orders; and

lower our asset utilization, which would result in lower gross margins.

In addition, customers may require that we transfer the manufacture of their products from one facility to another to achieve cost reductions and other objectives. These transfers may result in

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increased costs to us due to resulting facility downtime or less than optimal utilization of our manufacturing capacity.

We rely on a small number of customers for a substantial portion of our net sales, and declines in sales to these customers could adversely affect our operating results.

Sales to our 10 largest customers accounted for 69.3% of our net sales in the three months ended January 1, 2005 and 69.3% of our net sales for fiscal 2004. Our two largest customers, IBM and HP, each accounted for 10% or more of our net sales for each of those periods. We depend on the continued growth, viability and financial stability of our customers, substantially all of which operate in an environment characterized by rapid technological change, short product life cycles, consolidation, and pricing and margin pressures. We expect to continue to depend upon a relatively small number of customers for a significant percentage of our revenue. Consolidation among our customers may further concentrate our business in a limited number of customers and expose us to increased risks relating to dependence on a small number of customers. In addition, a significant reduction in sales to any of our large customers or significant pricing and margin pressures exerted by a key customer would adversely affect our operating results. In December 2004, IBM announced that it was selling its personal computer business to Lenovo Group, Ltd., or Lenovo, a China-based manufacturer of personal computers. A substantial portion of our sales to IBM relate to personal computer products. In the event that we are unable to enter into new supply agreements with Lenovo for the former IBM personal computer business that was sold to Lenovo, our net sales and operating results could be adversely affected. In the past, some of our large customers have significantly reduced or delayed the volume of manufacturing services ordered from us as a result of changes in their business, consolidations or divestitures or for other reasons. We cannot assure you that present or future large customers will not terminate their manufacturing arrangements with us or significantly change, reduce or delay the amount of manufacturing services ordered from us, any of which would adversely affect our operating results.

If our business declines or improves at a slower pace than we anticipate, we may further restructure our operations, which may adversely affect our financial condition and operating results.

In July 2004, we announced our phase three restructuring plan, which we initially expected to result in restructuring charges of up to approximately $100 million. In January 2005, we announced an increase to planned restructuring costs under our phase three restructuring plan from $100 million to approximately $175 million. During the fourth quarter of fiscal 2004 and the first quarter of fiscal 2005, we incurred $24.1 million of restructuring costs associated with this plan and expect to incur 50 to 75% of the total estimated costs by the end of fiscal 2005, with the remainder occurring in fiscal 2006. In addition, we anticipate incurring additional restructuring charges in the first half of fiscal 2005 under our phase two restructuring plan, which was approved by management in the fourth quarter of fiscal 2002. Our phase two restructuring plan is expected to total approximately $275.0 million of both cash and non-cash restructuring charges, of which an aggregate of approximately $264.7 million was incurred in fiscal 2002, 2003 and 2004 and the first quarter of fiscal 2005. We cannot be certain as to the actual amount of these restructuring charges or the timing of their recognition for financial reporting purposes. We may need to take additional restructuring charges in the future if our business declines or improves at a slower pace than we anticipate or if the expected benefits of recently completed and currently planned restructuring activities do not materialize. These benefits may not materialize if we incur unanticipated costs in closing facilities or transitioning operations from closed facilities to other facilities or if customers cancel orders as a result of facility closures. If we are unsuccessful in implementing our restructuring plans, we may experience disruptions in our operations and higher ongoing costs, which may adversely affect our operating results.

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We are subject to intense competition in the EMS industry, and our business may be adversely affected by these competitive pressures.

The EMS industry is highly competitive. We compete on a worldwide basis to provide electronics manufacturing services to OEMs in the communications, personal and business computing, enterprise computing and storage, multimedia, industrial and semiconductor capital equipment, defense and aerospace, medical and automotive industries. Our competitors include major global EMS providers such as Celestica, Inc., Flextronics International Ltd., Hon Hai (Foxconn), Jabil Circuit, Inc., and Solectron Corporation, as well as other EMS companies that often have a regional or product, service or industry specific focus. Some of these companies have greater manufacturing and financial resources than we do. We also face competition from current and potential OEM customers, who may elect to manufacture their own products internally rather than outsource the manufacturing to EMS providers.

In addition to EMS companies, we also compete, with respect to certain of the EMS services we provide, with original design manufacturers, or ODMs. These companies, typically based in Asia, design products and product platforms that are then sold to OEMs, system integrators and others who configure and resell them to end users. To date, ODM penetration has been greatest in the personal computer, including both desktop and notebook computers, and server markets.

We expect competition to intensify further as more companies enter markets in which we operate and the OEMs we serve continue to consolidate. To remain competitive, we must continue to provide technologically advanced manufacturing services, high quality service, flexible and reliable delivery schedules, and competitive prices. Our failure to compete effectively could adversely affect our business and results of operations.

Consolidation in the electronics industry may adversely affect our business.

In the current economic climate, consolidation in the electronics industry may increase as companies combine to achieve further economies of scale and other synergies. Consolidation in the electronics industry could result in an increase in excess manufacturing capacity as companies seek to divest manufacturing operations or eliminate duplicative product lines. Excess manufacturing capacity has increased, and may continue to increase, pricing and competitive pressures for the EMS industry as a whole and for us in particular. Consolidation could also result in an increasing number of very large electronics companies offering products in multiple sectors of the electronics industry. The significant purchasing power and market power of these large companies could increase pricing and competitive pressures for us. If one of our customers is acquired by another company that does not rely on us to provide services and has its own production facilities or relies on another provider of similar services, we may lose that customer's business. Any of the foregoing results of industry consolidation could adversely affect our business.

Our failure to comply with applicable environmental laws could adversely affect our business.

We are subject to various federal, state, local and foreign environmental laws and regulations, including those governing the use, storage, discharge and disposal of hazardous substances and wastes in the ordinary course of our manufacturing operations. We also are subject to laws and regulations governing the recyclability of products, the materials that may be included in products, and the obligations of a manufacturer to dispose of these products after end users have finished using them. If we violate environmental laws, we may be held liable for damages and the costs of remedial actions and may be subject to revocation of permits necessary to conduct our businesses. We cannot assure you that we will not violate environmental laws and regulations in the future as a result of our inability to obtain permits, human error, equipment failure or other causes. Any permit revocations could require us to cease or limit production at one or more of our facilities, which could adversely affect our business, financial condition and operating results. Although we estimate our potential liability with

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respect to violations or alleged violations and reserve for such liability, we cannot assure you that any accruals will be sufficient to cover the actual costs that we incur as a result of these violations or alleged violations. Our failure to comply with applicable environmental laws and regulations could limit our ability to expand facilities or could require us to acquire costly equipment or to incur other significant expenses to comply with these laws and regulations.

Over the years, environmental laws have become, and in the future may become, more stringent, imposing greater compliance costs and increasing risks and penalties associated with violations. We operate in several environmentally sensitive locations and are subject to potentially conflicting and changing regulatory agendas of political, business and environmental groups. Changes in or restrictions on discharge limits, emissions levels, permitting requirements and material storage or handling could require a higher than anticipated level of operating expenses and capital investment or, depending on the severity of the impact of the foregoing factors, costly plant relocation.

In addition to environmental laws and regulations that affect our own operations, recently a number of initiatives directed at reducing the use of hazardous materials in electronic devices and other products have begun to proliferate. Our customers will be required to comply with these initiatives, and we in turn will need to implement manufacturing processes that facilitate such compliance. We may incur additional costs that we are unable to pass on to our customers in order to meet the requirements of these initiatives.

We are potentially liable for contamination of our current and former facilities, including those of the companies we have acquired, which could adversely affect our business and operating results in the future.

We are potentially liable for contamination at our current and former facilities, including those of the companies we have acquired. These liabilities include ongoing investigation and remediation activities at a number of sites, including our facilities located in Irvine, California, (a non-operating facility acquired as part of our acquisition of Elexsys); Owego, New York (a current facility of our Hadco subsidiary); Derry, New Hampshire (a non-operating facility of our Hadco subsidiary); and Fort Lauderdale, Florida (a former facility of our Hadco subsidiary). Currently, we are unable to anticipate whether any third-party claims will be brought against us for this contamination. We cannot assure you that third-party claims will not arise and will not result in material liability to us. In addition, there are several sites, including our facilities in Wilmington, Massachusetts; Clinton, North Carolina; Brockville, Ontario; and Gunzenhausen, Germany that are known to have groundwater contamination caused by a third party, and that third party has provided indemnity to us for the liability. Although we do not currently expect to incur liability for clean-up costs or expenses at any of these sites, we cannot assure you that we will not incur such liability or that any such liability would not be material to our business and operating results in the future.

Our key personnel are critical to our business, and we cannot assure you that they will remain with us.

Our success depends upon the continued service of our executive officers and other key personnel. Generally, these employees are not bound by employment or non-competition agreements. We cannot assure you that we will retain our officers and key employees, particularly our highly skilled design, process and test engineers involved in the manufacture of existing products and development of new products and processes. The competition for these employees is intense. In addition, if Jure Sola, chairman and chief executive officer, Randy Furr, president and chief operating officer, or one or more of our other executive officers or key employees, were to join a competitor or otherwise compete directly or indirectly with us or otherwise be unavailable to us, our business, operating results and financial condition could be adversely affected.

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Unanticipated changes in our tax rates or in our assessment of the realizability of our deferred tax assets or exposure to additional income tax liabilities could affect our operating results and financial condition.

We are subject to income taxes in both the United States and various foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes and, in the ordinary course of business, there are many transactions and calculations where the ultimate tax determination is uncertain. Our effective tax rates could be adversely affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation or realizability of deferred tax assets and liabilities, changes in tax laws as well as other factors. For example, as a result of our continuous migration of certain operating activities from high-cost to low-cost regions, we determined during the second fiscal quarter of 2005 that it was more likely than not that certain of our deferred tax assets primarily relating to our U.S. operations would not be realized. As a result of this analysis, during the second quarter of fiscal 2005, we recorded a non-cash charge of $379 million in accordance with Statement of Financial Accounting Standards No. 109 (SFAS 109). Our tax determinations are regularly subject to audit by tax authorities and developments in those audits could adversely affect our income tax provision. Should our ultimate tax liability exceed our estimates, our income tax provision and operating results could be affected.

We are subject to risks arising from our international operations.

We conduct our international operations primarily in Asia, Latin America, Canada and Europe and we continue to consider additional opportunities to make foreign acquisitions and construct new foreign facilities. We generated 77.4% of our net sales from non-U.S. operations during the three months ended January 1, 2005, and a significant portion of our manufacturing material was provided by international suppliers during this period. During fiscal 2004, we generated 72.7% of our net sales from non-U.S. operations. As a result of our international operations, we are affected by economic and political conditions in foreign countries, including:

the imposition of government controls;

export license requirements;

political and economic instability;

trade restrictions;

changes in tariffs;

labor unrest and difficulties in staffing;

coordinating communications among and managing international operations;

fluctuations in currency exchange rates;

increases in duty and/or income tax rates;

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earnings repatriation restrictions;

difficulties in obtaining export licenses;

misappropriation of intellectual property; and

constraints on our ability to maintain or increase prices.

To respond to competitive pressures and customer requirements, we may further expand internationally in lower cost locations, particularly in Asia, Eastern Europe and Latin America. If we pursue expansion in these locations, we may incur additional capital expenditures. We cannot assure you that we will realize the anticipated strategic benefits of our international operations or that our

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international operations will contribute positively to, and not adversely affect, our business and operating results.

In addition, during fiscal 2004, the decline in the value of the U.S. dollar as compared to the Euro and many other currencies has resulted in foreign exchange losses. To date, these losses have not been material to our results of operations. However, continued fluctuations in the value of the U.S. dollar as compared to the Euro and other currencies in which we transact business could adversely affect our operating results.

We are subject to risks of currency fluctuations and related hedging operations.

A portion of our business is conducted in currencies other than the U.S. dollar. Changes in exchange rates among other currencies and the U.S. dollar will affect our cost of sales, operating margins and revenues. We cannot predict the impact of future exchange rate fluctuations. In addition, certain of our subsidiaries that have non-U.S. dollar functional currencies transact business in U.S. dollars. We use financial instruments, primarily short-term foreign currency forward contracts, to hedge U.S. dollar and other currency commitments arising from trade accounts receivable, trade accounts payable and fixed purchase obligations. If these hedging activities are not successful or we change or reduce these hedging activities in the future, we may experience significant unexpected expenses from fluctuations in exchange rates.

We may not be successful in implementing strategic transactions, including business acquisitions, and we may encounter difficulties in completing and integrating acquired businesses or in realizing anticipated benefits of strategic transactions, which could adversely affect our operating results.

We seek to undertake strategic transactions that give us the opportunity to access new customers, manufacturing and service capabilities, technologies and geographic markets, to lower our manufacturing costs and improve the margins on our product mix, and to further develop existing customer relationships. For example, we recently completed the acquisition of Pentex in order to provide lower cost printed circuit board manufacturing capacity in China. In addition, we will continue to pursue OEM divestiture transactions. Strategic transactions may involve difficulties, including the following:

integrating acquired operations and businesses;

allocating management resources;

scaling up production and coordinating management of operations at new sites;

managing and integrating operations in geographically dispersed locations;

maintaining customer, supplier or other favorable business relationships of acquired operations and terminating unfavorable relationships;

integrating the acquired company's systems into our management information systems;

addressing unforeseen liabilities of acquired businesses;

lack of experience operating in the geographic market or industry sector of the business acquired;

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improving and expanding our management information systems to accommodate expanded operations; and

losing key employees of acquired operations.

Any of these factors could prevent us from realizing the anticipated benefits of a strategic transaction, and our failure to realize these benefits could adversely affect our business and operating

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results. In addition, we may not be successful in identifying future strategic opportunities or in consummating any strategic transactions that we pursue on favorable terms, if at all. Although our goal is to improve our business and maximize stockholder value, any transactions that we complete may impair stockholder or debtholder value or otherwise adversely affect our business and the market price of our stock. Moreover, any such transaction may require us to incur related charges, and may pose significant integration challenges and/or management and business disruptions, any of which could harm our operating results and business.

If we are unable to protect our intellectual property or infringe or are alleged to infringe upon intellectual property of others, our operating results may be adversely affected.

We rely on a combination of copyright, patent, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. As ODM services assume a greater degree of importance to our business, the extent to which we rely on intellectual property rights will increase. We cannot be certain that the steps we have taken will prevent unauthorized use of our technology. Our inability to protect our intellectual property rights could diminish or eliminate the competitive advantages that we derive from our proprietary technology.

We may become involved in litigation in the future to protect our intellectual property or because others may allege that we infringe on their intellectual property. The likelihood of any such claims may increase as we increase the ODM aspects of our business. These claims and any resulting lawsuits could subject us to significant liability for damages and invalidate our proprietary rights. In addition, these lawsuits, regardless of their merits, likely would be time consuming and expensive to resolve and would divert management's time and attention. Any potential intellectual property litigation alleging our infringement of a third-party's intellectual property also could force us or our customers to:

- stop producing products that use the challenged intellectual property;
- obtain from the owner of the infringed intellectual property a license to sell the relevant technology at an additional cost, which license may not be available on reasonable terms, or at all; and
- redesign those products or services that use the infringed technology.

Any costs we incur from having to take any of these actions could be substantial.

We and the customers we serve are vulnerable to technological changes in the electronics industry.

Our customers are primarily OEMs in the communications, high-end computing, personal computing, aerospace and defense, medical, industrial controls and multimedia sectors. These industry sectors, and the electronics industry as a whole, are subject to rapid technological change and product obsolescence. If our customers are unable to develop products that keep pace with the changing technological environment, our customers' products could become obsolete, and the demand for our services could decline significantly. In addition, our customers may discontinue or modify products containing components that we manufacture, or develop products requiring new manufacturing processes. If we are unable to offer technologically advanced, easily adaptable and cost effective manufacturing services in response to changing customer requirements, demand for our services will decline. If our customers terminate their purchase orders with us or do not select us to manufacture their new products, our operating results could be adversely affected.

We may experience component shortages, which could cause us to delay shipments to customers and reduce our revenue and operating results.

In the past from time to time, a number of components purchased by us and incorporated into assemblies and subassemblies produced by us have been subject to shortages. These components

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include application-specific integrated circuits, capacitors and connectors. As our business begins to improve following the economic downturn, we may experience component shortages from time to time. Unanticipated component shortages have prevented us from making scheduled shipments to customers in the past and may do so in the future. Our inability to make scheduled shipments could cause us to experience a shortfall in revenue, increase our costs and adversely affect our relationship with the affected customer and our reputation generally as a reliable service provider. Component shortages may also increase our cost of goods sold because we may be required to pay higher prices for components in short supply and redesign or reconfigure products to accommodate substitute components. In addition, we may purchase components in advance of our requirements for those components as a result of a threatened or anticipated shortage. In this event, we will incur additional inventory carrying costs, for which we may not be compensated, and have a heightened risk of exposure to inventory obsolescence. As a result, component shortages could adversely affect our operating results for a particular period due to the resulting revenue shortfall and increased manufacturing or component costs.

If we manufacture or design defective products, or if our manufacturing processes do not comply with applicable statutory and regulatory requirements, demand for our services may decline and we may be subject to liability claims.

We manufacture products to our customers' specifications, and, in some cases, our manufacturing processes and facilities may need to comply with applicable statutory and regulatory requirements. For example, medical devices that we manufacture, as well as the facilities and manufacturing processes that we use to produce them, are regulated by the Food and Drug Administration. In addition, our customers' products and the manufacturing processes that we use to produce them often are highly complex. As a result, products that we manufacture or design may at times contain design or manufacturing defects, and our manufacturing processes may be subject to errors or not in compliance with applicable statutory and regulatory requirements. In addition, we are also involved in product and component design, and as we seek to grow our original design manufacturer business, this activity as well as the risk of design defects will increase. Defects in the products we manufacture or design may result in delayed shipments to customers or reduced or cancelled customer orders. If these defects or deficiencies are significant, our business reputation may also be damaged. The failure of the products that we manufacture or design or of our manufacturing processes and facilities to comply with applicable statutory and regulatory requirements may subject us to legal fines or penalties and, in some cases, require us to shut down or incur considerable expense to correct a manufacturing program or facility. In addition, these defects may result in liability claims against us. The magnitude of such claims may increase as we expand our medical, automotive, and aerospace and defense manufacturing services because defects in medical devices, automotive components, and aerospace and defense systems could seriously harm users of these products. Even if our customers are responsible for the defects, they may not, or may not have the resources to, assume responsibility for any costs or liabilities arising from these defects.

Recently enacted changes in the securities laws and regulations are likely to increase our costs.

The Sarbanes-Oxley Act of 2002 that became law in July 2002 has required changes in some of our corporate governance, securities disclosure and compliance practices. In response to the requirements of that Act, the Securities and Exchange Commission and the Nasdaq National Market have promulgated new rules on a variety of subjects. Compliance with these new rules, particularly Section 404 of The Sarbanes-Oxley Act of 2002 regarding management's assessment of our internal control over financial reporting, has increased our legal and financial and accounting costs, and we expect these increased costs to continue indefinitely. We also expect these developments to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be forced to accept reduced coverage or incur substantially higher costs to obtain coverage. Likewise, these developments may make it more difficult for us to attract and retain qualified members of our board of directors or qualified executive officers.

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DISCLOSURE REGARDING FORWARD LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These statements relate to our expectations for future events and time periods. All statements other than statements of historical fact are statements that could be deemed to be forward-looking statements, including any statements regarding trends in future sales or results of operations, gross profit or gross margin, expenses, income or losses from operations, synergies or other financial items; any statements of the plans, strategies and objectives of management for future operations; any statements concerning developments, performance or industry ranking; any statements regarding future economic conditions or performance; any statements regarding pending investigations, claims or disputes; any statements of expectation or belief; and any statements of assumptions underlying any of the foregoing. Generally, the words "anticipate," "believe," "plan," "expect," "future," "intend," "may," "will," "should," "estimate," "predict," "potential," "continue" and similar expressions identify forward-looking statements. Our forward-looking statements are based on current expectations, forecasts and assumptions and are subject to risks, uncertainties and changes in condition, significance, value and effect as a result of the factors described herein, and in the documents incorporated herein by reference, including, in particular, those factors described under "Risk Factors." We undertake no obligation to publicly disclose any revisions to these forward-looking statements to reflect events or circumstances occurring subsequent to the date on the cover of this prospectus.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement that we entered into in connection with the private offering of the original notes. We will not receive any cash proceeds from the issuance of the exchange notes. The original notes that are surrendered in exchange for the exchange notes will be retired and cancelled and cannot be reissued. As a result, the issuance of the exchange notes will not result in any increase or decrease in our indebtedness.

The net proceeds from the offering and sale of the original notes in the initial private placement was approximately $387.0 million in the aggregate after deducting the discounts and estimated expenses of this offering. On March 25, 2005, we used the net proceeds from the sale of the original notes, together with cash on hand, to repurchase approximately $400 million accreted value of our Zero Coupon Convertible Subordinated Debentures due 2020.

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SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated statement of operations data for each of the five fiscal years in the period ended October 2, 2004, and the selected consolidated balance sheet data at the end of these fiscal years, are derived from our audited consolidated financial statements. The selected consolidated statement of operations data for each of the three month periods ended December 27, 2003 and January 1, 2005 and the selected consolidated balance sheet data as of January 1, 2005 are derived from our unaudited condensed consolidated financial statements. The selected consolidated statement of operations data for fiscal 2002 includes the operating results of SCI from and after December 3, 2001, the close of the accounting period nearest to the acquisition date of December 6, 2001. The selected consolidated financial data presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," our consolidated financial statements and related notes and other financial and operating data included in this prospectus. The historical results are not necessarily predictive of results to be expected in any future period.

	Fiscal Year Ended					Three Months Ended	
	September 30, 2000	September 29, 2001	September 28, 2002	September 27, 2003	October 2, 2004	December 27, 2003	January 1, 2005
						(unaudited)	
			(in thousands)				
Consolidated Statement of Operations Data:							
Net sales	$ 4,239,102	$ 4,054,048	$ 8,761,630	$ 10,361,434	$ 12,204,607	$ 2,970,281	$ 3,252,706
Cost of sales	3,562,430	3,512,579	8,386,929	9,898,964	11,584,384	2,829,090	3,075,739
Gross profit	676,672	541,469	374,701	462,470	620,223	141,191	176,967
Operating expenses:							
Selling, general and administrative and research and development	235,720	239,683	287,625	321,686	364,388	83,945	94,799
Amortization of goodwill and intangibles	23,545	26,350	5,757	6,596	8,547	2,120	2,030
Goodwill impairment and write down of intangible assets(1)	8,750	40,308	2,670,000	95,600	–	–	–
Merger and integration costs	19,863	12,523	3,707	10,720	4,203	1,731	114
Restructuring costs(2)	27,338	159,132	171,795	105,744	137,384	7,206	20,425
Total operating expenses	315,216	477,996	3,138,884	540,346	514,522	95,002	117,368
Operating income (loss)	361,456	63,473	(2,764,183)	(77,876)	105,701	46,189	59,599
Interest income	42,693	72,333	25,292	17,700	25,390	3,438	12,054
Interest expense	(46,796)	(55,218)	(97,833)	(130,263)	(132,809)	(28,205)	(38,603)
Other income (expense)	(7,382)	2,204	21,832	(7,768)	(13,863)	(2,648)	270
Other income (expense), net	(11,485)	19,319	(50,709)	(120,331)	(121,282)	(27,415)	(26,279)
Income (loss) before provision for income taxes and extraordinary item	349,971	82,792	(2,814,892)	(198,207)	(15,581)	18,774	33,320

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Provision (benefit) for income taxes	139,877	42,346	(118,139)	(61,050)	(600)	3,005	8,954
Income (loss) before extraordinary item	210,094	40,446	(2,696,753)	(137,157)	(14,981)	15,769	24,366
Extraordinary gain, net of tax of $0	–	–	–	–	3,583	–	–
Net income (loss)	$ 210,094	$ 40,446	$ (2,696,753)	$ (137,157)	$ (11,398)	$ 15,769	$ 24,366
Other Financial Data:							
Ratio of earnings to fixed charges(3)	6.7x	2.2x	–	–	1.0x	1.7x	1.8x

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	As of					
	September 30, 2000	September 29, 2001	September 28, 2002	September 27, 2003	October 2, 2004	January 1, 2005
						(unaudited)
			(in thousands)			
Consolidated Balance Sheet Data:						
Cash, cash equivalents and short-term investments(6)	$ 1,263,550	$ 1,388,391	$ 1,163,674	$ 1,082,988	$ 1,128,667	$ 1,082,422
Net working capital	1,913,617	2,090,956	2,105,049	2,073,112	1,476,587	1,490,366
Total assets	3,835,600	3,640,331	7,518,057	7,390,902	7,546,636	7,625,848
Total debt	1,217,705	1,234,408	2,241,230	1,929,119	1,921,123	1,905,854
Stockholders' equity	1,758,793	1,840,980	3,414,715	3,323,254	3,354,711	3,401,814

(1) During fiscal 2002, we recorded an impairment loss of approximately $2.7 billion in connection with the annual impairment test pursuant to Statement of Financial Accounting Standards, or SFAS, No. 142, "Goodwill and Other Intangible Assets," which requires that companies no longer amortize goodwill but instead test for impairment at least annually. As of January 1, 2005, the remaining carrying value of goodwill was approximately $2.3 billion. There can be no assurance that future goodwill impairment tests will not result in further impairment charges.

(2) We recognize restructuring costs related to our plans to exit certain activities resulting from the identification of duplicative and excess manufacturing and administrative facilities that we choose to close or consolidate. In connection with our exit activities, we record restructuring charges for employee termination costs, long-lived asset impairments, costs related to leased facilities to be abandoned or subleased, and other exit-related costs. These charges were incurred pursuant to formal plans developed by management and accounted for in accordance with Emerging Issues Task Force Issue, or EITF, No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)," EITF 95-3, "Recognition of Liabilities in Connection with a Purchase Business Combination," SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities," and, where applicable, SFAS No. 112, "Employers' Accounting for Postemployment Benefits−an Amendment of FASB Statements No. 5 and 43."

(3) The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges. For purposes of calculating the ratios, "earnings" consists of income (loss) before income taxes and loss from equity investees plus fixed charges, and "fixed charges" consists of interest expense, amortization of debt discount and debt issuance costs, and the portion of rental expense representative of interest expense. Earnings for fiscal 2002 and 2003 were insufficient to cover fixed charges by approximately $2.8 billion for fiscal 2002 and approximately $191.9 million for fiscal 2003. The loss before income taxes for fiscal 2002 included a goodwill impairment loss of $2.7 billion and the loss before income taxes for fiscal 2003 included an impairment of long-lived assets loss of $95.6 million.

(4) Includes $25.5 million of restricted cash as of January 1, 2005.

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THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

On February 24, 2005, we sold $400 million in aggregate principal amount of the original notes in a private placement. The original notes were sold to the initial purchasers who in turn resold the notes to a limited number of "Qualified Institutional Buyers," as defined under the Securities Act, and to non-U.S. persons in transactions outside the United States in reliance on Regulation S of the Securities Act. In connection with the sale of the original notes, we, the notes guarantors and the initial purchasers entered into a registration rights agreement. Under the registration rights agreement, we and the notes guarantors have agreed to file a registration statement regarding the exchange of the original notes for the exchange notes which are registered under the Securities Act. We have also agreed to use our reasonable efforts to cause the registration statement to become effective with the SEC and to conduct this exchange offer. For a more detailed explanation of our obligations under the registration rights agreement, see the section entitled "Exchange Offer; Registration Rights."

We are making the exchange offer to comply with our obligations under the registration rights agreement. A copy of the registration rights agreement has been filed as an exhibit to the registration statement of which this prospectus is a part.

In order to participate in the exchange offer, you must represent to us, among other things, that:

- you are acquiring the exchange notes in the exchange offer in the ordinary course of your business;
- you are not engaged in, and do not intend to engage in, a distribution of the exchange notes;
- you do not have any arrangement or understanding with any person to participate in the distribution of the exchange notes;
- you are not a broker-dealer tendering original notes acquired directly from us for your own account; and
- you are not one of our "affiliates," as defined in Rule 405 of the Securities Act.

Resale of the Exchange Notes

Based on a previous interpretation by the Staff of the SEC set forth in no-action letters issued to third parties, including Exxon Capital Holdings Corporation (available May 13, 1988) and Morgan Stanley & Co. Incorporated (available June 5, 1991), we believe that the exchange notes issued in the exchange offer may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act, *provided* that the representations set forth in "–Purpose and Effect of the Exchange Offer" apply to you.

If:

- you are one of our "affiliates," as defined in Rule 405 of the Securities Act;
- you are a broker-dealer who acquired original notes in the initial private placement and not as a result of market-making activities or other trading activities; or

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you acquire exchange notes in the exchange offer for the purpose of distributing or participating in the distribution of the exchange notes,

you cannot participate in the exchange offer or rely on the position of the staff of the SEC contained in the no-action letters mentioned above and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, unless an exemption from registration is otherwise available.

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Each broker-dealer that receives exchange notes for its own account in exchange for original notes, which the broker-dealer acquired as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. The obligors have agreed that for a period of not more than 270 days after consummation of the registered exchange offer to make available a prospectus meeting the requirements of the Securities Act to any participating broker-dealers for use in connection with any resale of any such exchange notes so acquired. A broker-dealer may use this prospectus, as it may be amended or supplemented from time to time, in connection with the resales of exchange notes received in exchange for original notes which the broker-dealer acquired as a result of market-making or other trading activities. Any holder that is a broker-dealer participating in the exchange offer must notify the exchange agent at the telephone number set forth in the enclosed letter of transmittal and must comply with the procedures for broker-dealers participating in the exchange offer. We have not entered into any arrangement or understanding with any person to distribute the exchange notes to be received in the exchange offer. The exchange offer is not being made to, nor will we accept surrenders for exchange from, holders of original notes in any jurisdiction in which the exchange offer or the acceptance thereof would not be in compliance with the securities or blue sky laws of the particular jurisdiction.

Terms of the Exchange Offer

This prospectus and the accompanying letter of transmittal together constitute the exchange offer. Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept original notes for exchange which are properly tendered on or before the expiration date and are not withdrawn as permitted below. The expiration date for this exchange offer is 5:00 p.m., New York City time, on , 2005, or such later date and time to which we, in our sole discretion, extend the exchange offer, subject to applicable law. However, the latest time and date to which we can extend the exchange offer is 5:00 p.m., New York City time, on , 2005.

As of the date of this prospectus, $400 million in aggregate principal amount of the original notes are outstanding. This prospectus, together with the letter of transmittal, is being sent to all registered holders of the original notes on this date. There will be no fixed record date for determining registered holders of the original notes entitled to participate in the exchange offer. However, holders of the original notes must cause their original notes to be tendered by book-entry transfer or tender their certificates for the original notes before the expiration date of the exchange offer in order to participate in the exchange offer.

The form and terms of the exchange notes being issued in the exchange offer are the same as the form and terms of the original notes except that:

- the exchange notes being issued in the exchange offer will have been registered under the Securities Act;
- the exchange notes being issued in the exchange offer will not bear the restrictive legends restricting their transfer under the Securities Act; and
- the exchange notes being issued in the exchange offer will not contain the registration rights and special interest provisions contained in the original notes.

The exchange notes will evidence the same debt as the original notes and will be issued under the same indenture, so the exchange notes and the original notes will be treated as a single class of debt securities under the indenture. The original notes and the exchange notes will, however, have separate CUISP numbers.

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Outstanding notes being tendered in the exchange offer must be in integral multiples of $1,000. We will issue $1,000 principal amount of exchange notes in exchange for each $1,000 principal amount of outstanding notes surrendered pursuant to the exchange offer.

The exchange offer is not conditioned upon any minimum aggregate principal amount of the original notes being tendered for exchange.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement and applicable federal securities laws. Original notes that are not tendered for exchange under the exchange offer will remain outstanding and will be entitled to the rights under the related indenture. Any original notes not tendered for exchange will not retain any rights under the registration rights agreement and will remain subject to transfer restrictions. See "−Consequences of Failure to Exchange Outstanding Securities." You do not have any approval or dissenters' rights under the indenture in connection with the exchange offer.

We will be deemed to have accepted validly tendered original notes when, as and if we will have given oral or written notice of our acceptance of the validly tendered original notes to the exchange agent. The exchange agent will act as agent for the tendering holders for the purposes of receiving the exchange notes from us. If any tendered original notes are not accepted for exchange because of an invalid tender or the occurrence of other events set forth in this prospectus or otherwise, certificates for any unaccepted original notes will be returned, or, in the case of original notes tendered by book-entry transfer, those unaccepted original notes will be credited to an account maintained with The Depository Trust Company, without expense to the tendering holder of those original notes as promptly as practicable after the expiration date of the exchange offer. See "−Procedures for Tendering."

Those who tender original notes in the exchange offer will not be required to pay brokerage commission or fees or, subject to the instruction in the letter of transmittal, transfer taxes with respect to the exchange under the exchange offer. We will pay all charges and expenses, other than applicable taxes described below, in connection with the exchange offer. See "−Fees and Expenses."

Expiration Date; Extensions, Amendments

The expiration date is 5:00 p.m., New York City time on , 2005, or such later date and time to which we, in our sole discretion, extend the exchange offer, subject to applicable law. However, the latest time and date to which we can extend the exchange offer is 5:00 p.m., New York City time, on , 2005.

In case of an extension of the expiration date of the exchange offer, we will issue a press release or other public announcement no later than 9:00 a.m. Eastern time, on the next business day after the previously scheduled expiration date. Such notification may state that we are extending this exchange offer for a specified period of time, but in no event later than , 2005.

Conditions to the Completion of the Exchange Offer

We may not accept original notes for exchange and may terminate or not complete the exchange offer if:

any action, proceeding or litigation seeking to enjoin, make illegal or delay completion of the exchange offer or otherwise relating in any manner to the exchange offer is instituted or threatened;

any order, stay, judgment or decree is issued by any court, government, governmental authority or other regulatory or administrative authority and is in effect, or any statute, rule, regulation, governmental order or injunction shall have been proposed, enacted, enforced or deemed

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applicable to the exchange offer, any of which would or might restrain, prohibit or delay completion of the exchange offer;

any of the following occurs and the adverse effect of such occurrence shall, in our reasonable judgment, be continuing:

any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or in the over-the-counter market in the United States;

any extraordinary or material adverse change in U.S. financial markets generally, including, without limitation, a decline of at least 10% in either the Dow Jones Industrial Average, the NASDAQ Index or the Standard & Poor's 500 Index from the date of commencement of the exchange offer;

a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States;

any limitation, whether or not mandatory, by any governmental entity on, or any other event that would reasonably be expected to materially adversely affect, the extension of credit by banks or other lending institutions;

a commencement of a war or other national or international calamity directly or indirectly involving the United States, which would reasonably be expected to affect materially or adversely, or to delay materially, the completion of the exchange offer; or

if any of the situations described above existed at the time of commencement of the exchange offer and that situation deteriorates materially after commencement of the exchange offer.

any tender or exchange offer, other than this exchange offer by us, with respect to some or all of our outstanding common stock or any merger, acquisition or other business combination proposal involving us shall have been proposed, announced or made by any person or entity;

any event or events occur that have resulted or may result, in our reasonable judgment, in a material adverse change in our business or financial condition; or

as the term "group" is used in Section 13(d)(3) of the Exchange Act:

any person, entity or group acquires more than 5% of our outstanding shares of common stock, other than a person, entity or group which had publicly disclosed such ownership with the SEC prior to the date of commencement of the exchange offer;

any such person, entity or group which had publicly disclosed such ownership prior to such date shall acquire additional common stock constituting more than 2% of our outstanding shares;

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any new group shall have formed that beneficially owns more than 5% of our outstanding shares of common stock that in our reasonable judgment in any such case, and regardless of the circumstances, makes it inadvisable to proceed with the exchange offer or with such acceptance for exchange of existing notes;

any stop order is threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indenture under the Trust Indenture Act of 1939;

any governmental approval or approval by holders of the original notes has not been obtained if we, in our reasonable judgment, deem this approval necessary for the consummation of the exchange offer; or

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there occurs a change in the current interpretation by the Staff of the SEC which permits the exchange notes to be issued in the exchange offer to be offered for resale, resold and otherwise transferred by the holders of the exchange notes, other than broker-dealers and any holder which is an "affiliate" of ours within the meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that the exchange notes acquired in the exchange offer are acquired in the ordinary course of that holder's business and that holder has no arrangement or understanding with any person to participate in the distribution of the exchange notes to be issued in the exchange offer.

If any of the above events occur, we may:

terminate the exchange offer and promptly return all tendered original notes to tendering holders;

complete and/or extend the exchange offer and, subject to your withdrawal rights, retain all tendered original notes until the extended exchange offer expires;

amend the terms of the exchange offer; or

waive any unsatisfied condition (other than those dependent upon receipt of necessary governmental approvals) and, subject to any requirement to extend the period of time during which the exchange offer is open, complete the exchange offer.

We may assert these conditions with respect to the exchange offer regardless of the circumstances giving rise to them. All conditions to the exchange offer, other than those dependent upon receipt of necessary government approvals, must be satisfied or waived by us before the expiration of the exchange offer. We may waive any condition (other than those dependent upon receipt of necessary governmental approvals) in whole or in part at any time prior to the expiration of the exchange offer in our discretion. Our failure to exercise our rights under any of the above circumstances does not represent a waiver of these rights. Each right is an ongoing right that may be asserted at any time prior to the expiration of the exchange offer. Any determination by us concerning the conditions described above will be final and binding upon all parties.

If a waiver constitutes a material change to the exchange offer, we will promptly disclose the waiver by means of a prospectus supplement that we will file with the SEC and, if required, distribute to the registered holders of the original notes, and we will extend the exchange offer for a period of five to ten business days, as required by applicable law, depending upon the significance of the waiver and the manner of disclosure to the registered holders, if the exchange offer would otherwise expire during the five to ten business day period.

Procedures for Tendering

To effectively tender original notes by book-entry transfer to the account maintained by the exchange agent at DTC, holders of original notes must request a DTC participant to, on their behalf, in lieu of physically completing and signing the letter of transmittal and delivering it to the exchange agent, electronically transmit their acceptance through DTC's Automated Tender Offer Program ("ATOP"). DTC will then edit and verify the acceptance and send an agent's message to the exchange agent for its acceptance. An "agent's message" is a message transmitted by DTC to, and received by, the exchange agent and forming a part of the book-entry confirmation, as defined below, which states that DTC has received an express acknowledgment from the DTC participant tendering original notes on behalf of the holder of such original notes that such DTC participant has received and agrees to be bound by the terms and conditions of the exchange offer as set forth in this prospectus and the related letter of transmittal and that we may enforce such agreement against such participant or timely confirmation of a book-entry transfer of the original notes into the exchange agent's account at DTC (a "book-entry confirmation") pursuant to the book-entry transfer procedures described below, as well as

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an agent's message pursuant to DTC's ATOP system must be delivered to the exchange agent on or prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer.

To effectively tender any original notes held in physical form, a holder of the original notes must complete, sign and date the letter of transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by the letter of transmittal, and mail or otherwise deliver such letter of transmittal or a facsimile thereof, together with the certificates representing such original notes and any other required documents, to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date.

Holders of original notes whose certificates for original notes are not lost but are not immediately available or who cannot deliver their certificates and all other documents required by the letter of transmittal to the exchange agent on or prior to the expiration date, or who cannot complete the procedures for book-entry transfer on or prior to the expiration date, may tender their original notes according to the guaranteed delivery procedures set forth in "−Guaranteed Delivery Procedures" below.

The method of delivery of the letter of transmittal, any required signature guarantees, the original notes and all other required documents, including delivery of original notes through DTC, and transmission of an agent's message through DTC's ATOP system, is at the election and risk of the tendering holders, and the delivery will be deemed made only when actually received or confirmed by the exchange agent. If original notes are sent by mail, it is suggested that the mailing be registered mail, properly insured, with return receipt requested, made sufficiently in advance of the expiration date, as desired, to permit delivery to the exchange agent prior to 5:00 p.m. on the expiration date. Holders tendering original notes through DTC's ATOP system must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date.

No original notes, agent's messages, letters of transmittal or other required documents should be sent to us. Delivery of all original notes, agent's messages, letters of transmittal and other documents must be made to the exchange agent. Holders may also request their respective brokers, dealers, commercial banks, trust companies or nominees to effect such tender for such holders.

The tender by a holder of original notes, including pursuant to the delivery of an agent's message through DTC's ATOP system, will constitute an agreement between such holder and us in accordance with the terms and subject to the conditions set forth herein and in the letter of transmittal.

Holders of original notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee who wish to tender must contact such registered holder promptly and instruct such registered holder how to act on such non-registered holder's behalf.

Signatures on a letter of transmittal or a notice of withdrawal must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act (each an "eligible institution") unless the original notes tendered pursuant to the letter of transmittal or a notice of withdrawal are tendered:

by a registered holder of original notes who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal, or

for the account of an eligible institution.

If a letter of transmittal is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such person should so indicate when signing, and, unless waived by us, evidence satisfactory to us of their authority to so act must be submitted with such letter of transmittal.

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If the letter of transmittal is signed by a person other than the registered holder, the original notes must be endorsed or accompanied by a properly completed bond power, signed by the registered holder as the registered holders' name appears on the original notes.

All questions as to the validity, form, eligibility, time of receipt and withdrawal of the tendered original notes will be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any and all original notes not validly tendered or any original notes which, if accepted, would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any irregularities or conditions of tender as to particular original notes. Our interpretation of the terms and conditions of this exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of original notes must be cured within such time as we shall determine. Although we intend to notify you of defects or irregularities with respect to tenders of original notes, none of us, the exchange agent, or any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of original notes, nor shall any of them incur any liability for failure to give such notification. Tenders of original notes will not be deemed to have been made until such irregularities have been cured or waived. Any original notes received by the exchange agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost to such holder by the exchange agent, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date of the exchange offer.

Although we have no present plan to acquire any original notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any original notes that are not tendered in the exchange offer, we reserve the right, in our sole discretion, to purchase or make offers for any original notes after the expiration date of the exchange offer, from time to time, through open market or privately negotiated transactions, one or more additional exchange or tender offers, or otherwise, as permitted by law, the indenture and our other debt agreements. Following consummation of this exchange offer, the terms of any such purchases or offers could differ materially from the terms of this exchange offer.

By tendering, each holder will represent to us that, among other things:

- it is not an affiliate of ours;

- the person acquiring the exchange notes in the exchange offer is obtaining them in the ordinary course of its business, whether or not such person is the holder, and

- neither the holder nor such person is engaged in or intends to engage in or has any arrangement or understanding with any person to participate in the distribution of the exchange notes issued in the exchange offer.

If any holder or any such other person is an "affiliate," as defined under Rule 405 of the Securities Act, of us, or is engaged in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of exchange notes to be acquired in the exchange offer, that holder or any such other person:

- may not participate in the exchange offer;

- may not rely on the applicable interpretations of the staff of the SEC; and

- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

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Each broker-dealer who acquired its original notes as a result of market-making activities or other trading activities, and thereafter receives exchange notes issued for its own account in the exchange offer, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange

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notes issued in the exchange offer. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See "Plan of Distribution" for a discussion of the exchange and resale obligations of broker-dealers in connection with the exchange offer.

Acceptance of Original Notes for Exchange; Delivery of Exchange Notes Issued in the Exchange Offer

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, all original notes properly tendered and will issue exchange notes registered under the Securities Act. For purposes of the exchange offer, we will be deemed to have accepted properly tendered original notes for exchange when, as and if we have given oral or written notice to the exchange agent, with written confirmation of any oral notice to be given promptly thereafter. See "−Conditions to the Exchange Offer" for a discussion of the conditions that must be satisfied before we accept any original notes for exchange.

For each original note accepted for exchange, the holder will receive an exchange note registered under the Securities Act having a principal amount equal to that of the surrendered original note. As a result, registered holders of exchange notes issued in the exchange offer on the relevant record date for the first interest payment date following the completion of the exchange offer will receive interest accruing from the most recent date to which interest has been paid or, if no interest has been paid on the original notes, from February 24, 2005. Original notes that we accept for exchange will cease to accrue interest from and after the date of completion of the exchange offer. Under the registration rights agreement, we may be required to make additional payments in the form of additional interest to the holders of the original notes under circumstances relating to the timing of the exchange offer.

In all cases, we will issue exchange notes in the exchange offer for original notes that are accepted for exchange only after the exchange agent timely receives:

certificates for such original notes or a book-entry confirmation of such original notes into the exchange agent's account at DTC or certificates for such original notes;

an agent's message or a properly completed and duly executed letter of transmittal; and/or

any other required documents.

If for any reason set forth in the terms and conditions of the exchange offer we do not accept any tendered original notes, or if a holder submits original notes for a greater principal amount than the holder desires to exchange or a holder withdraws original notes, we will return such unaccepted, non-exchanged or withdrawn original note without cost to the tendering holder. In the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC, such non-exchanged original notes will be credited to an account maintained with DTC. We will return the original notes or have them credited to the DTC account as promptly as practicable after the expiration or termination of the exchange offer.

Book-Entry Transfer

The exchange agent will establish an account with respect to the original notes at DTC for purposes of this exchange offer. Any financial institution that is a participant in DTC's ATOP systems may use DTC's ATOP procedures to tender original notes. Such participant may make a book-entry delivery of original notes by causing DTC to transfer such original notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. However, although delivery of original notes may be effected through a book-entry transfer at DTC, the letter of transmittal, or facsimile thereof, with any required signature guarantees, or an agent's message pursuant to the ATOP procedures and any other required documents must, in any case, be transmitted to and received by the exchange agent at the address set forth in this prospectus on or prior to the expiration date of the

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exchange offer, or the guaranteed delivery procedures described below must be complied with. Delivery of documents to DTC will not constitute valid delivery to the exchange agent.

Guaranteed Delivery Procedures

If your certificates for original notes are not lost but are not immediately available or you cannot deliver your certificates and any other required documents to the exchange agent on or prior to the expiration date, or you cannot complete the procedures for book-entry transfer on or prior to the expiration date, you may nevertheless effect a tender of your original notes if:

the tender is made through an eligible institution;

prior to the expiration date of the exchange offer, the exchange agent receives by facsimile transmission, mail or hand delivery from such eligible institution a validly completed and duly executed notice of guaranteed delivery, substantially in the form provided with this prospectus, or an agent's message with respect to guaranteed delivery which:

sets forth your name and address and the amount of your original notes tendered;

states that the tender is being made thereby; and

guarantees that within three NYSE trading days after the date of execution of the notice of guaranteed delivery, the certificates for all physically tendered original notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and any other documents required by the letter of transmittal will be deposited by the eligible institution with the exchange agent; and

the certificates for all physically tendered original notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and all other documents required by the letter of transmittal are received by the exchange agent within three NYSE trading days after the date of execution of the notice of guaranteed delivery.

Withdrawal of Tenders

Tenders of original notes may be properly withdrawn at any time prior 5:00 p.m., New York City time, on the expiration date of the exchange offer.

For a withdrawal of a tender to be effective, a written notice of withdrawal delivered by hand, overnight by courier or by mail, or a manually signed facsimile transmission, or a properly transmitted "Request Message" through DTC's ATOP system, must be received by the exchange agent prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer. Any such notice of withdrawal must:

specify the name of the person that tendered the original notes to be properly withdrawn;

identify the original notes to be properly withdrawn, including the principal amount of such original notes;

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in the case of original notes tendered by book-entry transfer, specify the number of the account at DTC from which the original notes were tendered and specify the name and number of the account at DTC to be credited with the properly withdrawn original notes and otherwise comply with the procedures of such facility;

contain a statement that such holder is withdrawing its election to have such original notes exchanged for exchange notes;

other than a notice transmitted through DTC's ATOP system, be signed by the holder in the same manner as the original signature on the letter of transmittal by which such original notes

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were tendered, including any required signature guarantees, or be accompanied by documents of transfer to have the trustee with respect to the original notes register the transfer of such original notes in the name of the person withdrawing the tender; and

specify the name in which such original notes are registered, if different from the person who tendered such original notes.

All questions as to the validity, form, eligibility and time of receipt of such notice will be determined by us, and our determination shall be final and binding on all parties. Any original notes so properly withdrawn will be deemed not to have been validly tendered for exchange for purposes of this exchange offer. No exchange notes will be issued with respect to any withdrawn original notes unless the original notes so withdrawn are later tendered in a valid fashion. Any original notes that have been tendered for exchange but are not exchanged for any reason will be returned to the tendering holder thereof without cost to such holder, or, in the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures described above, such original notes will be credited to an account maintained with DTC for the original notes as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn original notes may be retendered by following the procedures described above at any time on or prior to the expiration date of the exchange offer.

Exchange Agent

U.S. Bank National Association has been appointed as exchange agent for this exchange offer. Letters of transmittal, agent's message or Request Messages through DTC's ATOP system, notices of guaranteed delivery and all correspondence in connection with this exchange offer should be sent or delivered by each holder of original notes or a beneficial owner's broker, dealer, commercial bank, trust company or other nominee to the exchange agent at the following address: U.S. Bank National Association, West Side Flats Operations Center, 60 Livingston Avenue, St. Paul, MN 55107, Attention: Specialized Finance, telephone: (651) 495-3511, facsimile: (651) 495-8158. We will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection therewith. Delivery or facsimile to a party other than the exchange agent will not constitute valid delivery.

Fees and Expenses

The expenses of soliciting tenders pursuant to this exchange offer will be paid by us.

Except as described above, we will not make any payments to brokers, dealers or other persons soliciting acceptances of this exchange offer. We will, however, pay the reasonable and customary fees and out-of-pocket expenses of the exchange agent, the trustee, and legal, accounting, and related fees and expenses. We may also pay brokerage houses and other custodians, nominees and fiduciaries their reasonable out-of-pocket expenses incurred in forwarding copies of this prospectus and related documents to the beneficial owners of the original notes, and in handling or forwarding tenders for exchange.

We will also pay all transfer taxes, if any, applicable to the exchange of original notes pursuant to this exchange offer. If, however, original notes are to be issued for principal amounts not tendered or accepted for exchange in the name of any person other than the registered holder of the original notes tendered or if tendered original notes are registered in the name of any person other than the person signing the letter of transmittal, or if a transfer tax is imposed for any reason other than the exchange of original notes pursuant to this exchange offer, then the amount of any such transfer taxes, whether imposed on the registered holder or any other persons, will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the

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consent and letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

The estimated cash expenses to be incurred in connection with the exchange offer are estimated in the aggregate to be approximately $330,000. These expenses include registration fees, fees and expenses of the exchange agent, accounting and legal fees, and printing costs, among other expenses.

Consequences of Failure to Exchange Outstanding Securities

Holders who desire to tender their original notes in exchange for exchange notes registered under the Securities Act should allow sufficient time to ensure timely delivery. Neither the exchange agent nor us is under any duty to give notification of defects or irregularities with respect to the tenders of original notes for exchange.

Original notes that are not tendered or are tendered but not accepted will, following the completion of the exchange offer, continue to be subject to the provisions in the indenture regarding the transfer and exchange of the original notes and the existing restrictions on transfer set forth in the legend on the original notes set forth in the indenture for the notes. Except in limited circumstances with respect to specific types of holders of original notes, we will have no further obligation to provide for the registration under the Securities Act of such original notes. In general, original notes, unless registered under the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

We do not currently anticipate that we will take any action to register the original notes under the Securities Act or under any state securities laws other than pursuant to this registration statement. Upon completion of the exchange offer, holders of the original notes will not be entitled to any further registration rights under the registration rights agreement, except under limited circumstances.

Holders of the exchange notes issued in the exchange offer and any original notes which remain outstanding after completion of the exchange offer will vote together as a single class for purposes of determining whether holders of the requisite percentage of the class have taken certain actions or exercised certain rights under the indenture.

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DESCRIPTION OF NOTES

General

We issued the Notes under an indenture, dated as of February 24, 2005 (the "Indenture"), among the Company, the Notes Guarantors and U.S. Bank National Association, as trustee (the "Trustee").

The Indenture is governed by the Trust Indenture Act of 1939 (the "Trust Indenture Act"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Registration Rights Agreement referred to under the caption "Exchange Offer; Registration Rights" sets forth the rights you will have to require us to register your Notes with the Securities and Exchange Commission.

We urge you to read the Indenture and the Registration Rights Agreement because they, and not this description, define your rights as a holder of these Notes. Copies of the Indenture and the Registration Rights Agreement have been filed as exhibits to this registration statement of which this prospectus forms a part.

You can find the definitions of certain terms used in this description under the subheading "−Certain Definitions." In this description of notes, the words "Company," "we" and "our" refer only to Sanmina-SCI Corporation and not to any of its subsidiaries.

Principal, Maturity and Interest

On February 24, 2005, the Company issued $400.0 million aggregate principal amount of Notes. Subject to compliance with the limitations described under "−Certain Covenants−Limitation on Debt," the Company may issue an unlimited amount of additional Notes at later dates under the Indenture (the "Additional Notes"). The Company can issue the Additional Notes as part of the same series or as an additional series. Any Additional Notes that the Company issues in the future will be identical in all respects to the Notes that it is issuing now, except that Notes issued in the future will have different issuance prices and issuance dates. The Company will issue the Notes only in fully registered form without coupons, in denominations of $1,000 and integral multiples of $1,000.

The Notes will mature on March 1, 2013.

Interest on the Notes will accrue at a rate of $6^{3}/_{4}$% per annum and will be payable semi-annually in arrears on March 1 and September 1, commencing on September 1, 2005. The Company will pay interest to those persons who were holders of record of the Notes on the February 15 or August 15 immediately preceding each interest payment date.

Interest on the Notes accrues from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The interest rate on the Notes will increase if:

(1) we do not file on a timely basis either:

(A) a registration statement to allow for an exchange offer or

(B) a resale shelf registration statement for the Notes;

(2) one of the registration statements referred to above is not declared effective on a timely basis; or

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(3) certain other conditions are not satisfied, as described under "Exchange Offer; Registration Statement."

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Any interest payable as a result of any such increase in the interest rate is referred to as "Special Interest." You should refer to the description under the heading "Exchange Offer; Registration Rights" for a more detailed description of the circumstances under which the interest rate will increase.

Subordination

The Notes are:

- senior subordinated, unsecured obligations of the Company;
- subordinated in right of payment to all existing and future senior debt of the Company;
- effectively subordinated to all existing and future debt and other liabilities, including trade payables, of any of our subsidiaries that do not guarantee the notes;
- equal in right of payment ("*pari passu*") with all future senior subordinated debt of the Company;
- senior in right of payment to all existing and future subordinated debt of the Company; and
- guaranteed on a senior subordinated, unsecured basis by each of the Notes Guarantors.

The Notes are designated senior debt for purposes of the Zero Coupon Debentures and the Company's Guaranty of the 3% Convertible Subordinated Notes due 2007 issued by SCI Systems, Inc.

The Notes Guaranty of each Notes Guarantor are:

- senior subordinated, unsecured obligations of the Notes Guarantor;
- subordinated in right of payment to all existing and future senior debt of the Notes Guarantor;
- equal in right of payment with all future senior subordinated debt of the Notes Guarantor; and
- senior in right of payment to all existing and future subordinated debt of the Notes Guarantor.

The Notes Guaranty by SCI Systems, Inc. is designated senior debt for purposes of the 3% Convertible Subordinated Notes due 2007 issued by SCI Systems, Inc.

As of January 1, 2005, assuming completion of the refinancing as of such date, the Company's total outstanding consolidated debt would have been approximately $1.9 billion, of which approximately $778.8 million (excluding an $8.4 million reduction in the carrying amount of our 10.375% Senior Secured Notes related to our interest rate swap transaction) would have been senior debt, $400.0 million would have been senior subordinated debt, and approximately $740.4 million would have been subordinated debt. All of the senior debt is secured debt.

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A significant portion of the operations of the Company are conducted through its subsidiaries. Therefore, the Company's ability to service its debt, including the Notes, is primarily dependent upon the earnings of its subsidiaries and their ability to distribute those earnings as dividends, loans or other payments to the Company. If their ability to make these distributions were restricted, by law or otherwise, then the Company would not be able to use the cash flow of its subsidiaries to make payments on the Notes.

The Company only has a stockholder's claim on the assets of its subsidiaries. This stockholder's claim is junior to the claims that creditors (including trade creditors) of the Company's subsidiaries have against those subsidiaries. Holders of the Notes will only be creditors of the Company and those of the Company's subsidiaries that are Notes Guarantors. In the case of the Company's subsidiaries that are not Notes Guarantors, all the existing and future liabilities of such subsidiaries, including any claims of trade creditors and preferred stockholders, will be effectively senior to the Notes. The liabilities, including contingent liabilities, of the Company's subsidiaries that are not Notes Guarantors

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may be significant. As of January 1, 2005, on an as adjusted basis after giving effect to the refinancing, the total balance sheet liabilities of the Company's subsidiaries that are not Notes Guarantors (including trade creditors but excluding intercompany obligations to the Company and its subsidiaries) would have been $1.4 billion.

Although the Indenture contains limitations on the amount of additional Debt that the Company and the Restricted Subsidiaries may Incur, the amounts of such Debt could nevertheless be substantial and may be Incurred either by the Company, the Notes Guarantors or by the Company's other subsidiaries. See "−Certain Covenants−Limitation on Debt."

The Notes and the Notes Guarantees are senior subordinated, unsecured obligations of the Company and the Notes Guarantors, respectively. Senior Debt of the Company and the Notes Guarantors, including under the Senior Credit Facility and the Guarantees thereof, will be senior to the Notes and the Notes Guarantees. As of January 1, 2005, after giving effect to the refinancing as of such date, the total outstanding Senior Debt of the Company and the Notes Guarantors on a combined basis would have been approximately $778.8 million (excluding an $8.4 million reduction in the carrying amount of our 10.375% Senior Secured Notes related to our interest rate swap transaction), consisting primarily of obligations under the Company's 10.375% Senior Secured Notes.

The Company may not pay principal of, or premium, if any, interest, including Special Interest, if any, on, or any other amounts payable in respect of, the Notes, or make any deposit in respect of the Notes pursuant to the provisions described under "−Defeasance," and may not repurchase, redeem or otherwise retire any Notes (collectively, "pay the Notes"), if:

(a) any principal, premium, interest or any other amount payable in respect of any Senior Debt is not paid within any applicable grace period (including at maturity), or

(b) any other default on Senior Debt occurs and the maturity of such Senior Debt is accelerated in accordance with its terms, unless, in either case,

(1) the default has been cured or waived and any such acceleration has been rescinded, or

(2) such Senior Debt has been paid in full in cash;

provided, *however*, that the Company may pay the Notes without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of such issue of Senior Debt.

During the continuance of any default (other than a default described in clause (a) or (b) above) with respect to any Designated Senior Debt pursuant to which the maturity thereof may be accelerated immediately without further notice (except any notice required to effect the acceleration) or the expiration of any applicable grace period, the Company may not pay the Notes for a period (a "Payment Blockage Period") commencing upon the receipt by the Company and the Trustee of written notice of such default from the Representative of the holders of such Designated Senior Debt specifying an election to effect a Payment Blockage Period (a "Payment Blockage Notice") and ending 179 days thereafter, unless such Payment Blockage Period is earlier terminated by written notice to the Trustee and the Company from the Representative that gave such Payment Blockage Notice:

(a) because such default is no longer continuing, or

(b) because such Designated Senior Debt has been repaid in full in cash.

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Unless the holders of such Designated Senior Debt or the Representative of such holders have accelerated the maturity of such Designated Senior Debt and not rescinded such acceleration, the Company may (unless otherwise prohibited as described in the first sentence of this paragraph) resume payments on the Notes after the end of such Payment Blockage Period.

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Not more than one Payment Blockage Notice with respect to all issues of Designated Senior Debt may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to one or more issues of Designated Senior Debt during such period.

Upon any payment or distribution of the assets of the Company upon a total or partial liquidation, dissolution or winding up of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its Property or upon an assignment for the benefit of creditors or marshalling of assets and liabilities:

(a) the holders of Senior Debt will be entitled to receive payment in full in cash before the holders of the Notes are entitled to receive any payment of principal of, or interest, including Special Interest, if any, on, or any other amount payable to Holders in respect of the Notes, except that holders of Notes may receive and retain Permitted Junior Securities; and

(b) until the Senior Debt is paid in full in cash, any distribution to which holders of the Notes would be entitled but for the subordination provisions of the Indenture will be made to holders of the Senior Debt.

If a payment or distribution is made to holders of Notes or the Trustee for the benefit of the holders of Notes that, due to the subordination provisions, should not have been made to them, such holders or the Trustee will be required to hold it in trust for the holders of Senior Debt and pay it over to them as their interests may appear.

If payment of the Notes is accelerated when any Designated Senior Debt is outstanding, the Company may not pay the Notes until three business days after the Representatives of all issues of Designated Senior Debt receive notice of such acceleration and, thereafter, may pay the Notes only if the Indenture otherwise permits payment at that time.

The Notes Guaranty of each Notes Guarantor will be subordinated to Senior Debt of such Notes Guarantor to the same extent and in the same manner as the Notes are subordinated to Senior Debt of the Company.

Because of the Indenture's subordination provisions, holders of Senior Debt of the Company or the Notes Guarantors may recover disproportionately more with respect to outstanding principal amounts than the holders of the Notes recover in a bankruptcy or similar proceeding relating to the Company or a Notes Guarantor. This could apply even if the Notes or the applicable Notes Guaranty otherwise ranked *pari passu* with the other creditors' claims. In such a case, there may be insufficient assets, or no assets, remaining to pay the principal of or interest on the Notes.

Payment from the money or the proceeds of U.S. Government Obligations held in any defeasance trust pursuant to the provisions described under "−Defeasance" will not be subject to the subordination provisions described above.

Notes Guarantees

All obligations of the Company under the Indenture will be fully and unconditionally Guaranteed, jointly and severally, on a senior subordinated, unsecured basis, by each Notes Guarantor. All existing and future Domestic Restricted Subsidiaries of the Company (excluding, at the Company's option, Domestic Restricted Subsidiaries that have assets with a net book value equal to or less than $1.0 million) will be Notes Guarantors for so long as those Subsidiaries Guarantee other Debt of the Company or any other Subsidiary (other than Unregistered Senior Debt and Debt under the Senior Credit Facility). Restricted Subsidiaries that are special purpose entities established solely in connection with a Receivables Program or in connection with any Synthetic Lease of the Office Campus will not be Notes Guarantors.

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The subsidiaries of the Company that are not Notes Guarantors had:

assets of $4.4 billion, representing approximately 57.8% of the Company's consolidated total assets as of January 1, 2005, on an as adjusted basis after giving effect to the refinancing; and

net sales (excluding net sales from intercompany transactions) of $2.5 billion, representing approximately 77.4% of the Company's consolidated net sales of $3.3 billion for the three months ended January 1, 2005.

For additional information concerning the Notes Guarantors and non-Notes Guarantors, see note 13 to our audited consolidated financial statements and note 8 to our unaudited condensed consolidated financial statements incorporated by reference herein, which provide financial information with respect to the Notes Guarantors and non-Notes Guarantors of our 10.35% Senior Secured Notes. The Notes Guarantors and non-Notes Guarantors for the Notes will be the same as those for the 10.375% Senior Secured Notes.

A Notes Guaranty will be released:

in connection with any sale or other disposition of all or substantially all of the assets or all of the Capital Stock of that Notes Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Company or a Domestic Restricted Subsidiary of the Company, if such sale or other disposition is in compliance with the covenant described in "−Certain Covenants−Limitation on Asset Sales";

upon the designation of such Guarantor as an Unrestricted Subsidiary, in accordance with the terms of the Indenture;

upon the delivery by the Company to the Trustee of an Officers' Certificate certifying that the net book value of the assets of such Notes Guarantor is equal to or less than $1.0 million; or

upon the release of a Notes Guarantor from its Guarantee under all other Debt of the Company and its Subsidiaries other than Unregistered Senior Debt and Debt under the Senior Credit Facility.

Under certain circumstances, bankruptcy "fraudulent conveyance" laws or other similar laws could invalidate the Notes Guarantees. If this were to occur, the Company would also be unable to access the assets of the Notes Guarantors to service the Notes to the extent such Notes Guarantors were restricted from distributing funds to the Company.

Optional Redemption

Except as set forth below, the Notes will not be redeemable at the option of the Company prior to March 1, 2009. Starting on that date, the Company may redeem all or any portion of the Notes, at once or over time, after giving the required notice under the Indenture.

The Notes may be redeemed at the redemption prices set forth below, plus accrued and unpaid interest, including Special Interest, if any, to but excluding the 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). The following redemption prices are for the Notes redeemed during the 12-month period commencing on March 1 of the years set forth below, and are expressed as percentages of principal amount:

Year	Redemption Price
2009	103.375%

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2010	101.688%
2011 and thereafter	100.000%

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At any time prior to March 1, 2009, the Company may redeem all or any portion of the Notes at once or over time, after giving the required notice under the Indenture, at a redemption price equal to the sum of:

(a) the principal amount of the Notes to be redeemed, plus

(b) accrued and unpaid interest and Special Interest, if any, to but excluding the 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), plus

(c) the Make-Whole Premium.

Any notice to holders of the Notes of such a redemption shall include the appropriate calculation of the redemption price, but need not include the redemption price itself. The actual redemption price, calculated as described above, shall be set forth in an Officers' Certificate delivered to the Trustee no later than two business days prior to the redemption date.

In addition, at any time and from time to time, prior to March 1, 2008, the Company may redeem up to a maximum of 35% of the aggregate principal amount of the Notes (including any Additional Notes) in an amount not to exceed the amount of the net proceeds of one or more Equity Offerings at a redemption price equal to 106.75% of the principal amount of the Notes, plus accrued and unpaid interest thereon, including Special Interest, if any, to but excluding the 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); provided, however, that after giving effect to any such redemption, at least 65% of the aggregate principal amount of the Notes (including any Additional Notes, but excluding Notes held by the Company and its Subsidiaries) remains outstanding. Any such redemption shall be made within 90 days of such Equity Offering upon not fewer than 30 nor more than 60 days' prior notice.

Sinking Fund

There will be no mandatory sinking fund payments for the Notes.

Repurchase at the Option of Holders Upon a Change of Control

Upon the occurrence of a Change of Control, each holder of Notes shall have the right to require the Company to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000) of such holder's Notes pursuant to the offer described below (the "Change of Control Offer") at a purchase price (the "Change of Control Purchase Price") equal to 101% of the principal amount thereof, plus accrued and unpaid interest, including Special Interest on the Notes to be repurchased, if any, to, but excluding, the repurchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Within 30 days following any Change of Control, the Company shall send, by first-class mail, with a copy to the Trustee, to each holder of Notes, at such holder's address appearing in the security register, a notice stating:

(1) that a Change of Control has occurred and a Change of Control Offer is being made pursuant to the covenant described under "Repurchase at the Option of Holders Upon a Change of Control" and that all Notes timely tendered will be accepted for payment;

(2) the purchase price and the repurchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days nor later than 60 days from the date such notice is mailed;

(3) the circumstances giving rise to the Change of Control; and

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(4) the procedures that holders of Notes must follow in order to tender their Notes (or portions thereof) for payment, and the procedures that holders of Notes must follow in order to withdraw an election to tender Notes (or portions thereof) for payment.

The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations or rules of any securities exchange on which the Notes may be listed in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations or rules of such securities exchange conflict with the provisions of this covenant, the Company, to the extent applicable, will comply with the applicable securities laws and regulations or rules of such securities exchange and will not be deemed to have breached its obligations under this covenant by virtue of such compliance.

The Change of Control repurchase feature is a result of negotiations between the Company and the initial purchasers. Neither management nor the Company's Board of Directors has any present intention to engage in a transaction involving a Change of Control, although it is possible that the Company would decide to do so in the future. The Company could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Debt outstanding at such time or otherwise affect the Company's capital structure or credit ratings.

The definition of Change of Control includes a phrase relating to the sale, transfer, assignment, lease, conveyance or other disposition of "all or substantially all" of the assets of the Company and the Restricted Subsidiaries, considered as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no established definition of the phrase under applicable law. Accordingly, if the Company disposes of less than all its assets by any of the means described above, the ability of a holder of Notes to require the Company to repurchase its Notes may be uncertain. In such a case, holders of the Notes may not be able to resolve this uncertainty without resorting to legal action.

The Senior Credit Facility provides that the occurrence of certain of the events that would constitute a Change of Control under the Indenture would constitute a default under the Senior Credit Facility. Future debt of the Company may contain similar provisions. The indenture governing the 10.375% Senior Secured Notes requires, and Debt incurred by the Company in the future may require, such debt to be repurchased upon a change of control, as defined in the instrument governing such debt. Moreover, the exercise by holders of Notes of their right to require the Company to repurchase the Notes could cause a default under existing or future debt of the Company, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Company. If such debt constitutes Designated Senior Debt, the subordination provisions in the Indenture would likely restrict payment to holders of Notes. Finally, the Company's ability to pay cash to holders of the Notes upon a repurchase may be limited by the Company's financial resources at such time. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases.

The Company's failure to purchase the Notes in connection with a Change of Control would result in a default under the Indenture. Such a default would, in turn, constitute a default under existing debt of the Company, and may constitute a default under future debt as well. The Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified at any time prior to the occurrence of such Change of Control with the written consent of the holders of a majority in principal amount of the Notes. See "−Amendments and Waivers."

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Certain Covenants

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

Limitation on Debt

The Company shall not, and shall not permit any Restricted Subsidiary to, Incur any Debt (including Acquired Debt) unless, after giving effect to the application of the proceeds thereof, either:

(1) such Debt is Debt of the Company or a Restricted Subsidiary and after giving effect to the Incurrence of such Debt and the application of the proceeds thereof, the Consolidated Interest Coverage Ratio would be greater than 2.0 to 1.0; or

(2) such Debt is Permitted Debt.

The term "Permitted Debt" is defined to include the following:

(a) Debt of the Company evidenced by the Notes issued in this offering and the Exchange Notes issued in exchange for such Notes and in exchange for any Additional Notes;

(b) Debt of the Company or a Restricted Subsidiary under any Credit Facilities, *provided* that on the date of Incurrence the aggregate principal amount of the Debt to be Incurred plus all Debt previously issued pursuant to this clause (b) which remains outstanding shall not exceed (A) the greater of (1) $800.0 million and (2) the Borrowing Base, less (B) the amount by which any such Debt previously Incurred under this clause (b) that has been permanently reduced by the amount of Net Available Cash used to Repay Debt and not subsequently reinvested in Additional Assets or used to purchase Notes or Repay other Debt, pursuant to the covenant described under "−Limitation on Asset Sales";

(c) Debt of the Company or a Restricted Subsidiary in respect of Capital Lease Obligations and Purchase Money Debt, provided that:

(1) the aggregate principal amount of such Debt does not exceed the fair market value (as determined by the Company in good faith) on the date of the Incurrence thereof in the case of a Capital Lease Obligation and on the date of the acquisition, construction, lease, improvement or installation of the underlying asset in the case of Purchase Money Debt, of the Property acquired, constructed, leased, improved or installed, and

(2) the aggregate principal amount of all Debt Incurred pursuant to this clause (c) at any one time outstanding (together with all Permitted Refinancing Debt Incurred and then outstanding in respect of Debt previously Incurred pursuant to this clause (c)) shall not exceed 10.0% of Total Assets;

(d) Debt of the Company owing to and held by any Restricted Subsidiary and Debt of a Restricted Subsidiary owing to and held by the Company or any Restricted Subsidiary; *provided*, *however*, that (i) if the Company is the obligor on such Debt, such Debt must be contractually subordinated in right of payment to the Notes, and (ii) any subsequent issue or transfer of Capital Stock or other event that results in any such Debt being held by a Person other than the Company or a Restricted Subsidiary or any subsequent transfer of any such Debt (except to the Company or a Restricted Subsidiary) shall be deemed, in each case, to

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constitute the Incurrence of such Debt by the issuer thereof;

(e) Debt of a Restricted Subsidiary outstanding on the date on which such Restricted Subsidiary was acquired by the Company or otherwise became a Restricted Subsidiary (other than Debt Incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of transactions pursuant to which such Restricted Subsidiary became a Subsidiary of the Company or was otherwise acquired by the

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Company), *provided* the aggregate principal amount (or accreted value, as applicable) of all such Debt Incurred pursuant to this clause (e) at any time outstanding shall not exceed $50.0 million;

(f) Debt under Hedging Obligations entered into by the Company or a Restricted Subsidiary for the purpose of fixing, managing or hedging interest rate, commodity or currency risk in the ordinary course of the financial management of the Company or such Restricted Subsidiary and not for speculative purposes;

(g) Debt in connection with one or more banker's acceptances, letters of credit, surety or performance bonds or security deposits issued by the Company or a Restricted Subsidiary in the ordinary course of business and for purposes customary in the Company's industry;

(h) Debt of the Company or a Restricted Subsidiary outstanding on the Issue Date, other than Debt under the Notes and the Senior Credit Facility;

(i) Debt of the Company or a Restricted Subsidiary in an aggregate principal amount (or accreted value or liquidation preference, as applicable) outstanding at any one time and Incurred pursuant to this clause (i) not to exceed $150.0 million;

(j) in addition to the Debt that may be Incurred under clause (b) of this paragraph, the Incurrence of Debt by one or more Foreign Restricted Subsidiaries in an aggregate principal amount (or accreted value, as applicable) at any time outstanding (together with all Permitted Refinancing Debt Incurred and then outstanding in respect of Debt previously Incurred pursuant to this clause (j)) not to exceed 10.0% of Consolidated Tangible Foreign Assets, *provided* that;

(1) no Default or Event of Default shall have occurred or be continuing or would be caused by such Incurrence of Debt, and

(2) such Debt shall be used solely:

(i) to fund the working capital or used for general corporate purposes of such Foreign Restricted Subsidiary; or

(ii) to pay dividends or any other distributions on or in respect of its Capital Stock or pay any Debt or other obligation owed, or make any loans or advances, in each case to the Company or any other Restricted Subsidiary.

(k) the Guarantee by the Company of Debt of a Restricted Subsidiary or the Guarantee (given substantially concurrent with the Incurrence of Debt being Guaranteed) by a Restricted Subsidiary of Debt of the Company or any other Restricted Subsidiary of the Company, in each case with respect to Debt that is permitted to be Incurred by another provision of this covenant;

(l) Debt Incurred by the Company or a Restricted Subsidiary not to exceed $50.0 million and that is secured by a mortgage on the Office Campus;

(m) Permitted Refinancing Debt Incurred in respect of Debt Incurred pursuant to clause (1) of the first paragraph of this covenant and clauses (a), (c), (e), (h), (j) and (l) of this paragraph and this clause (m).

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Notwithstanding anything to the contrary contained in this covenant, any increase in the amount of Debt solely by reason of currency fluctuation shall not be considered an Incurrence of Debt for purposes of this covenant. For purposes of determining compliance with this covenant, the U.S. dollar-equivalent principal amount of Debt denominated in any currency other than U.S. dollars shall be calculated based on the relevant currency exchange rate in effect as of the date such Debt is Incurred;

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provided, that the amount of any Permitted Refinancing Debt denominated in the same currency as the Debt being Refinanced thereby shall be calculated based on the relevant exchange rate in effect as of the date of the Incurrence of the Debt being so Refinanced.

The accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Debt in the form of additional Debt with the same terms, the accumulation of dividends on Disqualified Stock or Preferred Stock of Restricted Subsidiaries (to the extent not paid) and the payment of dividends on Disqualified Stock or Preferred Stock of Restricted Subsidiaries in the form of additional shares of the same class of Disqualified Stock or Preferred Stock of Restricted Subsidiaries will not be deemed to be an Incurrence of Debt or an issuance of Disqualified Stock for purposes of this covenant; *provided* that, in each case, the amount thereof shall be included in Consolidated Interest Expense of the Company as accrued.

For purposes of determining compliance with this covenant, in the event that an item of Debt meets the criteria of more than one of the categories of Permitted Debt described in clauses (a) through (m) of the definition of Permitted Debt or is entitled to be Incurred pursuant to clause (1) of the first paragraph of this covenant, the Company shall, in its sole discretion, classify or reclassify such item of Debt (or any part thereof), in any manner that complies with this covenant, and such item of Debt will be treated as having been Incurred pursuant to one or more of such categories of Permitted Debt or pursuant to clause (1) of the first paragraph of this covenant. For purposes of determining any particular amount of Debt under this covenant, Guarantees, Liens or obligations, in each case, in support of letters of credit supporting Debt shall not be included to the extent such letters of credit are included in the amount of Debt.

Limitation on Restricted Payments

The Company shall not make, and shall not permit any Restricted Subsidiary to make, any Restricted Payment if at the time of, and after giving effect to, such proposed Restricted Payment:

(a) a Default or Event of Default shall have occurred and be continuing,

(b) the Company could not Incur at least $1.00 of additional Debt pursuant to clause (1) of the first paragraph of the covenant described under "−Limitation on Debt," or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments declared or made since the Issue Date (the amount of any Restricted Payment, if made other than in cash, to be based upon Fair Market Value on the date made) would exceed an amount equal to the sum of:

(1) 50% of the aggregate amount of Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter during which the Issue Date occurs to the end of the most recent fiscal quarter for which financial statements have been made publicly available at the time of such Restricted Payment (or if the aggregate amount of Consolidated Net Income for such period shall be a deficit, less 100% of such deficit), plus

(2) 100% of the Capital Stock Sale Proceeds, plus

(3) 100% of the aggregate net cash proceeds received by the Company or any Restricted Subsidiary from the issuance or sale after the Issue Date of convertible or exchangeable Debt that has been converted into or exchanged for Capital Stock (other than Disqualified Stock) of the Company, excluding:

(x) any such Debt issued or sold to the Company or a Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any such Subsidiary for the benefit of their respective employees, and

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(y) the aggregate amount of any cash or other Property distributed by the Company or any Restricted Subsidiary upon any such conversion or exchange,

plus

(4) an amount equal to the sum of:

(A) in the case of the net reduction in Investments (which Investments constituted a Restricted Payment when made) in any Person other than the Company or a Restricted Subsidiary resulting from dividends, repayments of loans or advances or other transfers of Property, in each case to the Company or any Restricted Subsidiary from such Person, or from the sale or other disposition of any such Investment to any Person other than the Company or a Restricted Subsidiary, the lesser of:

(i) the cash return of capital with respect to such Investment; and

(ii) the aggregate value of such Investment;

in either case, less the cost of the disposition of such Investment, plus

(B) the portion (proportionate to the Company's equity interest in an Unrestricted Subsidiary) of the Fair Market Value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary;

provided, *however*, that no amount will be included under this clause (4) to the extent already included in the calculation of Consolidated Net Income;

plus

(5) $25.0 million;

Notwithstanding the foregoing limitation, the Company or any Restricted Subsidiary may:

(a) pay dividends on its Capital Stock within 60 days of the declaration thereof if, on the declaration date, such dividends could have been paid in compliance with the Indenture; *provided*, *however*, that such dividend shall be included in the calculation of the amount of Restricted Payments;

(b) purchase, repurchase, redeem, defease, acquire or retire for value Capital Stock or Subordinated Debt of the Company or any Restricted Subsidiary in exchange for, upon conversion of or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company whether contemporaneously or in the future (other than Disqualified Stock that is not Permitted Refinancing Debt and other than Capital Stock issued or sold to a Restricted Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any such Subsidiary for the benefit of their employees) or any Permitted Refinancing Debt; *provided*, *however*, that

(1) such purchase, repurchase, redemption, legal defeasance, acquisition or retirement shall be excluded in the calculation of the amount of Restricted Payments, and

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(2) the Capital Stock Sale Proceeds from such exchange or sale shall be excluded from the calculation pursuant to clause (c)(2) of the first paragraph of this covenant; and

(c) purchase, repurchase, redeem, defease, acquire or retire for value any Subordinated Debt in exchange for, or out of the proceeds of the sale of, Permitted Refinancing Debt;

(d) so long as no Default or Event of Default has occurred and is continuing, purchase, repurchase, redeem, defease, acquire or retire for value Capital Stock of the Company or any

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Subsidiary of the Company from any officer, director, employee or consultant of the Company or its Restricted Subsidiaries in an aggregate amount not to exceed $10.0 million per year;

(e) extend loans to employees, officers and directors of the Company and its Restricted Subsidiaries in compliance with applicable laws and in an amount not to exceed $5.0 million in the aggregate at any one time outstanding;

(f) acquire the Capital Stock of the Company in connection with the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations;

(g) in connection with an acquisition by the Company or by any of its Restricted Subsidiaries, receive or accept the return to the Company or any of its Restricted Subsidiaries of Capital Stock of the Company or any of its Restricted Subsidiaries constituting a portion of the purchase price consideration in settlement of indemnification claims;

(h) purchase fractional shares of the Capital Stock of the Company arising out of stock dividends, splits or combinations or business combinations;

(i) effect a Convertible Debentures Repurchase, *provided* that on a pro forma basis, after giving effect to such Convertible Debentures Repurchase, the Liquidity of the Company and its Restricted Subsidiaries shall equal or exceed $500 million;

(j) honor any conversion request by a holder of any convertible Debt of the Company or its Restricted Subsidiaries and make cash payments in lieu of fractional shares in connection with any conversion of convertible Debt in accordance with the terms of any convertible Debt;

(k) make any payment on or with respect to, or repurchase, redeem, defease or acquire or retire for value, any Subordinated Debt convertible into Equity Interests (other than Disqualified Stock) of the Company in connection with:

(1) an optional redemption of such convertible Subordinated Debt pursuant to the terms thereof; *provided* that, the current market price per share of the Company's common stock (calculated based upon the average closing price as reported on the Nasdaq National Market (or any national securities exchange on which such common stock is listed) for the 30-trading day period immediately preceding the date any notice of redemption is sent or published) into which such Debt is convertible equals or exceeds 150% of the conversion price in effect for such Debt on the date of such notice; and

(2) the payment by the Company of cash in lieu of any fractional shares deliverable upon conversion of any Debt in compliance with the terms of the instruments governing such Debt;

provided that any amounts paid pursuant to this clause (k) will be deducted in determining the amount of Restricted Payments permitted under clause (c) in the first paragraph of this covenant;

(l) engage in transactions relating to tax planning strategies of the Company and its Restricted Subsidiaries; provided, that all such transactions are between or among Restricted Subsidiaries, the Company and any trustee, transfer agent or escrow agent relating to such tax planning strategies, or any combination of the foregoing parties; and

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(m) so long as no Default or Event of Default has occurred and is continuing, make Restricted Payments in an aggregate amount not to exceed $50.0 million.

The actions described in the preceding clauses (a), (d), (e), (k) and (m) shall be Restricted Payments that shall be permitted to be made in accordance with this covenant but which shall reduce

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the amount that would otherwise be available for Restricted Payments under clause (c) of the first paragraph of this covenant, and the actions described in the preceding clauses (b), (c), (f), (g), (h), (i), (j) and (l) shall be Restricted Payments that shall be permitted to be taken in accordance with this covenant and shall not reduce the amount that would otherwise be available for Restricted Payments under clause (c) of the first paragraph of this covenant.

Limitation on Liens

The Company shall not, and shall not permit any Restricted Subsidiary to, Incur or permit to exist any Lien of any nature whatsoever, other than Permitted Liens or Liens securing Senior Debt, on any of its properties (including Capital Stock of a Restricted Subsidiary), whether owned at the Issue Date or thereafter acquired, securing any Debt, unless

(a) if such Lien secures Senior Subordinated Debt, the Notes or the applicable Notes Guaranty are secured by a Lien in the same properties as those securing such Lien and on an equal and ratable basis with such Senior Subordinated Debt, and

(b) if such Lien secures Subordinated Debt, such Lien shall be subordinated to a Lien securing the Notes or the applicable Notes Guaranty in the same properties as those securing such Lien at the same level of priority as such Subordinated Debt is subordinated to the Notes and the Notes Guarantees.

Limitation on Asset Sales

(a) The Company shall not, and shall not permit any Restricted Subsidiary to consummate any Asset Sale unless:

(1) the Company or such Restricted Subsidiary receives consideration in connection with such Asset Sale at least equal to the Fair Market Value of the Property subject to such Asset Sale;

(2) at least 75% of the consideration received by the Company or such Restricted Subsidiary in connection with such Asset Sale is in the form of any one or a combination of the following: (1) cash, Cash Equivalents or Additional Assets, (2) the assumption by the purchaser of liabilities of the Company or any Restricted Subsidiary in the amounts as shown on the latest consolidated balance sheet on which such liability appears (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or the applicable Notes Guaranty, as the case may be) as a result of which the Company and the Restricted Subsidiaries are no longer obligated with respect to such liabilities, (3) securities, notes or other obligations received by the Company or such Restricted Subsidiary to the extent such securities, notes or other obligations are converted by the Company or such Restricted Subsidiary into cash, Cash Equivalents or Additional Assets within 90 days of such Asset Sale, and (4) Debt of a Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale if the Company and all of its Restricted Subsidiaries immediately are released from all Guarantees, if any, of payments or other obligations with respect to such Debt and such Debt is no longer the liability of the Company or any of its Restricted Subsidiaries; and

(3) in connection with any Asset Sale for consideration with a value in excess of $50.0 million, the Company delivers an Officers' Certificate to the Trustee certifying that such Asset Sale complies with clauses (1) and (2) of this paragraph (a).

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(b) The Net Available Cash (or any portion thereof) from Asset Sales may be applied by the Company or a Restricted Subsidiary, to the extent the Company or such Restricted Subsidiary elects (or is required by the terms of any Debt):

(1) to Repay Senior Debt of the Company or any Notes Guarantor (excluding, in either case, any Debt owed to the Company or an Affiliate of the Company); or

(2) to reinvest in Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Company or another Restricted Subsidiary).

Any Net Available Cash from an Asset Sale not used in accordance with the paragraph (b) above within 365 days from the date of the receipt of such Net Available Cash shall constitute "Excess Proceeds." Pending application of any such Net Available Cash within such 365-day period, the Company may temporarily reduce any revolving borrowings that constitute Senior Debt.

When the aggregate amount of Excess Proceeds exceeds $25.0 million, the Company will be required to make an offer to repurchase the Notes (the "Prepayment Offer"), which offer shall be in the amount of the Allocable Excess Proceeds (rounded to the nearest $1,000), on a pro rata basis according to principal amount at a purchase price equal to 100% of the principal amount, plus accrued and unpaid interest, including Special Interest, if any, to, but excluding, the purchase date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), in accordance with the procedures (including prorating in the event of oversubscription) set forth in the Indenture.

To the extent that any portion of the amount of Net Available Cash remains after compliance with the preceding sentence and provided that all holders of Notes have been given the opportunity to tender their Notes for purchase in accordance with the Indenture, the Company or such Restricted Subsidiary may use such remaining amount for any purpose permitted by the Indenture and the amount of Excess Proceeds will be reset to zero.

The term "Allocable Excess Proceeds" will mean the product of:

(a) the Excess Proceeds and

(b) a fraction,

(1) the numerator of which is the aggregate principal amount of the Notes outstanding on the date of the Prepayment Offer, and

(2) the denominator of which is the sum of the aggregate principal amount of the Notes outstanding on the date of the Prepayment Offer and the aggregate principal amount of other Debt of the Company outstanding on the date of the Prepayment Offer that is *pari passu* in right of payment with the Notes and subject to terms and conditions in respect of Asset Sales similar in all material respects to this covenant and requiring the Company to make an offer to purchase such Debt at substantially the same time as the Prepayment Offer.

Within five business days after the Company is obligated to make a Prepayment Offer as described in the preceding paragraph, the Company shall send a written notice, by first-class mail, to the holders of Notes, accompanied by such information regarding the Company and its Subsidiaries as the Company in good faith believes will enable such holders to make an informed decision with respect to such Prepayment Offer. Such notice shall state, among other things, the purchase price and the purchase date, which shall be, subject to any contrary requirements of applicable law, a business day no earlier than 30 days nor later than 60 days from the date such notice is mailed.

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The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations and any applicable rules of any securities exchange on which the Notes may be listed in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations or the rules of any securities exchange conflict with provisions of this covenant, the Company will comply with the applicable securities laws and regulations or the rules of any securities exchange and will not be deemed to have breached its obligations under this covenant by virtue of such compliance.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company shall not, and shall not permit any Restricted Subsidiary to, create or otherwise cause any consensual restriction on the right of any Restricted Subsidiary to:

(a) pay dividends, in cash or otherwise, or make any other distributions on or in respect of its Capital Stock, or pay any Debt or other obligation owed, to the Company or any other Restricted Subsidiary;

(b) make any loans or advances to the Company or any other Restricted Subsidiary; or

(c) transfer any of its Property to the Company or any other Restricted Subsidiary.

The foregoing limitations will not apply:

(1) with respect to clauses (a), (b) and (c) of the first paragraph of this covenant, to restrictions:

(A) in effect on the Issue Date (and restrictions pursuant to the Notes, the Indenture, the Notes Guarantees and the Senior Credit Facility);

(B) imposed on a Restricted Subsidiary and existing at the time it became a Restricted Subsidiary if such restrictions were not created in connection with or in anticipation of the transaction or series of transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was acquired by the Company;

(C) that result from the Refinancing or subsequent Refinancing of Debt Incurred pursuant to an agreement, instrument or contract referred to in subclause (A), (B), (E), (F), (H), (I), (J) or (K) of this clause (1), *provided* that the restrictions existing under or by reason of any such agreement, instrument or contract are not materially less favorable, taken as a whole, to the holders of Notes than those under the agreement evidencing the Debt so Refinanced;

(D) existing by virtue of, or arising under, applicable law, regulation, order, approval, license, permit, grant or similar restriction, in each case issued or imposed by a governmental authority;

(E) under any agreement, instrument or contract affecting Property or a Person at the time such Property or Person was acquired by the Company or any Restricted Subsidiary, so long as such restriction relates solely to the Property or Person so acquired and was not created in connection with or in anticipation of such acquisition;

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(F) under or in connection with any joint venture agreements, partnership agreements, stock sale agreements, asset sale agreements and other similar agreements, *provided* that any such agreements are entered into in the ordinary course of business and in good faith and that such restrictions are reasonably customary for such agreements;

(G) under any customary provisions with respect to cash or other deposit or net worth requirements under agreements, instruments or contracts entered into in the ordinary course of business and consistent with past practices;

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(H) under any agreement entered into in connection with the Incurrence of Debt of the type described in clause (j) of the definition of "Permitted Debt";

(I) under any customary provisions under any agreements, instruments or contracts relating to any Receivables Program;

(J) under any customary provisions under any agreements, instruments or contracts relating to any Synthetic Lease of the Office Campus;

(K) under any agreement, instrument or contract relating to Debt that is permitted to be Incurred pursuant to clause (b) of the definition of "Permitted Debt" as set forth in the "−Limitation on Debt" covenant;

(L) under any agreement, instrument or contract entered into in connection with any transactions relating to tax-planning strategies of the Company and its Restricted Subsidiaries; provided, that all such transactions are between or among Restricted Subsidiaries, the Company and any trustee, transfer agent or escrow agent relating to such tax planning strategies, or any combination of the foregoing parties; and

(M) any restriction with respect to property or assets subject to a Permitted Lien imposed by the secured party.

(2) only with respect to clause (c) of the first paragraph of this covenant to:

(A) customary provisions restricting subletting or assignment of leases or customary provisions in licenses or other agreements that restrict assignment of such agreements or rights thereunder;

(B) customary provisions restricting the sale or other disposition of Property contained in agreements limiting the transfer of Property pending the closing of such sale; and

(C) restrictions on the sale or other disposition of Property acquired, constructed, improved or leased (and any additions, parts, attachments, fixtures, leasehold improvements, proceeds, improvements or accessions related thereto) in whole or in part under any agreement, instrument or contract relating to Debt permitted to be Incurred under clause (c) of the second paragraph of the covenant described under "−Limitation on Debt."

Limitation on Transactions with Affiliates

The Company shall not, and shall not permit any Restricted Subsidiary to, conduct any business or enter into any transaction or series of transactions (including the purchase, sale, transfer, assignment, lease, conveyance or exchange of any Property or the rendering of any service) with, or for the benefit of, any Affiliate of the Company (an "Affiliate Transaction"), unless:

(a) the terms of such Affiliate Transaction are, when viewed together with related Affiliate Transactions, if any, no less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that reasonably could be expected to be obtained

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in a comparable arm's-length transaction with a Person that is not an Affiliate of the Company; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $50 million, the Company delivers to the Trustee either a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors, or an opinion as to the fairness to the Company of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

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Notwithstanding the foregoing limitation, the following shall not be Affiliate Transactions:

(a) any transaction or series of transactions between the Company and one or more Restricted Subsidiaries or between two or more Restricted Subsidiaries, *provided* that no more than 10% of the total voting power of the Voting Stock (on a fully diluted basis) of any such Restricted Subsidiary is owned by an Affiliate of the Company (other than a Restricted Subsidiary);

(b) any Restricted Payment permitted to be made pursuant to the covenant described under "−Limitation on Restricted Payments" or any Permitted Investment;

(c) the payment of compensation (including amounts paid pursuant to employee benefit plans), performance or contribution obligations for the personal services of, the issuance, grant or award of stock options or other equity related interests to, or the granting of indemnification to, officers, directors and employees of the Company or any of the Restricted Subsidiaries, in the ordinary course of business;

(d) loans and advances to directors, employees or officers made in the ordinary course of business in compliance with applicable laws and consistent with the past practices of the Company or such Restricted Subsidiary, as the case may be, *provided* that such loans and advances do not exceed $5.0 million in the aggregate at any one time outstanding;

(e) the entering into, maintaining or performance of any employment contract, collective bargaining agreement, benefit plan, program or arrangement, related trust agreement or other similar arrangement (in each case entered into in the ordinary course of business and consistent with past practice) for or with any employee, officer or director, including vacation, health, insurance, deferred compensation, retirement, savings or other similar plans;

(f) transactions to which no other Affiliate of the Company or any Restricted Subsidiary is a party with Permitted Joint Ventures; and

(g) the payment of reasonable and customary regular fees to directors of the Company who are not employees of the Company and indemnification arrangements entered into by the Company in the ordinary course of business.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default or Event of Default.

If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such designation and will reduce the amount available for Restricted Payments under the covenant entitled "−Limitation on Restricted Payments" or Permitted Investments, as applicable; *provided*, that Investments in Persons in existence before such Person becomes a Subsidiary that were Permitted Investments or allowed under the covenant described under "−Limitation on Restricted Payments" will not be deemed to be Investments at the time such Person becomes a Subsidiary and is designated as an Unrestricted Subsidiary.

All such outstanding Investments will be valued at their Fair Market Value at the time of such designation. A designation will be permitted only if such Restricted Payment would be permitted at that time and if such Restricted Subsidiary otherwise meets the definition of

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an Unrestricted Subsidiary. The Board of Directors may redesignate an Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default or Event of Default.

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Limitation on Layered Debt

The Company shall not, and shall not permit any Notes Guarantor to, Incur, directly or indirectly, any Debt (including Permitted Debt, but excluding Acquired Debt that is not Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which any Person becomes a Restricted Subsidiary of the Company) that is contractually subordinated in right of payment to any Senior Debt unless such Debt is Senior Subordinated Debt or is contractually subordinated in right of payment to Senior Subordinated Debt. Notwithstanding the foregoing, no Debt of the Company or any Notes Guarantor shall be deemed to be contractually subordinated in right of payment to any other Debt of the Company or any Notes Guarantor solely by reason of such other Debt being secured, being Guaranteed, having a shorter maturity of payment or being structurally senior.

Future Notes Guarantors

The Company shall cause each Person that becomes a Domestic Restricted Subsidiary having assets with a net book value of greater than $1.0 million and that, directly or indirectly, Guarantees the payment, or pledges any of its Property to secure the payment, of other Debt of the Company or any other Subsidiary (other than Unregistered Senior Debt and Debt under the Senior Credit Facility) to execute and deliver to the Trustee a supplemental indenture to the Indenture providing for a Notes Guaranty, on an unsecured, senior subordinated basis, at the time such Restricted Subsidiary issues such Guarantee or pledge. Notwithstanding the foregoing, Restricted Subsidiaries that are special purpose entities established solely in connection with any Receivables Program or in connection with any Synthetic Lease of the Office Campus shall not be required to Guarantee the Notes.

Merger, Consolidation and Sale of Property

The Company

The Company shall not merge, consolidate or amalgamate with or into any other Person (other than a merger of a Restricted Subsidiary into the Company) or sell, transfer, assign, lease, convey or otherwise dispose of all or substantially all of the Properties and assets of the Company and its Restricted Subsidiaries, taken as a whole, in any one transaction or series of transactions unless:

(a) the Company shall be the surviving Person (the "Surviving Person") or the Surviving Person (if other than the Company) formed by such merger, consolidation or amalgamation or to which such sale, transfer, assignment, lease, conveyance or disposition is made shall be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia;

(b) the Surviving Person (if other than the Company) expressly assumes all of the obligations of the Company under the Notes and the Registration Rights Agreement (if applicable) by executing a supplemental indenture and other documents reasonably satisfactory to the Trustee;

(c) after giving effect to such transaction or series of transactions on a pro forma basis (and treating, for purposes of this clause (c) and clause (d) below, any Debt that becomes, or is anticipated to become, an obligation of the Surviving Person or any Restricted Subsidiary as a result of such transaction or series of transactions as having been Incurred by the Surviving Person or such Restricted Subsidiary at the time of such transaction or series of transactions), no Default or Event of Default shall have occurred and be continuing;

(d) immediately after giving effect to such transaction or series of transactions on a pro forma basis, (1) the Company or the Surviving Person, as the case may be, would be able to Incur at least $1.00 of additional Debt under clause (1) of the first paragraph of the covenant described under "−Certain Covenants−Limitation on Debt," and (2) the Surviving Person

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shall have a Consolidated Net Worth in an amount which is not less than 90% of the Consolidated Net Worth of the Company immediately prior to such transaction or series of transactions; and

(e) the Company shall deliver, or cause to be delivered, to the Trustee, in form and substance reasonably satisfactory to the Trustee, an Officers' Certificate and an Opinion of Counsel, each stating that such transaction and the supplemental indenture, if any, and the new security documents, if any, in respect thereto comply with this covenant and that all conditions precedent herein provided for relating to such transaction have been satisfied.

Clause (d) above shall not apply to mergers of the Company into a Wholly Owned Restricted Subsidiary or into a Person solely for the purpose of effecting a change in the state of incorporation of the Company.

The Notes Guarantors

A Notes Guarantor may not sell, transfer, assign, lease, convey or otherwise dispose of all or substantially all of its assets in any one transaction or series of transactions to, or merge, consolidate or amalgamate with or into another Person (whether or not such Notes Guarantor is the Surviving Person), in either case, other than to, with or into the Company or another Notes Guarantor, unless:

(a) immediately after giving effect to that transaction, no Default or Event of Default exists under the Indenture; and

(b) either:

(1) the Surviving Person (if not such Notes Guarantor) is a Domestic Restricted Subsidiary and expressly assumes all the obligations of that Notes Guarantor under the Indenture, the Notes Guaranty and the Registration Rights Agreement (if applicable) by executing a supplemental indenture and other documents reasonably satisfactory to the Trustee; or

(2) such sale, transfer, assignment, lease, conveyance or other disposition or merger, consolidation or amalgamation is otherwise in compliance with the covenant described in "−Certain Covenants−Limitation on Asset Sales."

Upon satisfaction of the foregoing conditions, the Surviving Person shall succeed to, and be substituted for, and may exercise every right and power of the Company under the Indenture (or of the Notes Guarantor under the Notes Guaranty and the Indenture); *provided*, that the predecessor company in the case of a lease of all or substantially all of its assets shall not be released from any of the obligations or covenants under the Indenture and the applicable Notes Guaranty, as applicable, including with respect to the payment of the Notes, and in all other cases the predecessor company shall be released from all obligations and covenants under the Indenture and such Notes Guaranty, as applicable.

Payments for Consent

The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any holder of any Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes thereunder unless such consideration is offered to be paid or is paid to all holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

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SEC Reports

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, the Company shall file with the Commission and provide the Trustee and holders of Notes with such annual reports and such information, documents and other reports as are specified in Sections 13(a) and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, such information, documents and reports to be so filed and provided at the times specified for the filing of such information, documents and reports under such Sections; provided, however, that the Company shall not be so obligated to file such information, documents and reports with the Commission if the Commission does not permit such filings; provided, further, that any information accepted for filing by the Commission shall be deemed to have been provided to the holders of the Notes and the Trustee.

Covenants After Fall-Away Event

Upon the occurrence of the Fall-Away Event, the Company and its Restricted Subsidiaries will no longer be obligated to comply with the following restrictive covenants:

"−Limitation on Debt;"

"−Limitation on Restricted Payments;"

"−Limitation on Asset Sales;"

"−Limitation on Restrictions on Distributions from Restricted Subsidiaries;"

"−Limitation on Transactions with Affiliates;"

"−Repurchase at the Option of Holders Upon a Change of Control;"

"Payments for Consents;" and

clause (d) of the first paragraph of "Merger, Consolidation and Sale of Property−the Company" (the covenants listed in this paragraph (b) are collectively referred to as the "Suspended Covenants").

Following the occurrence of a Fall-Away Event, the Notes shall continue to be Guaranteed by the Notes Guarantors in accordance with the Indenture and the Notes Guarantees. In addition, the Company and the Restricted Subsidiaries will be obligated to comply only with certain restrictive covenants, including "Certain Covenants−Limitation on Liens", "Certain Covenants−Limitation on Layered Debt," "Certain Covenants−Future Notes Guarantors," "Merger, Consolidation and Sale of Property" (except clause (d) of the first paragraph).

In the event that the Company and the Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the occurrence of a Fall-Away Event and, subsequently, one or both of the Rating Agencies withdraws its ratings or downgrades the ratings assigned to the Notes below the Investment Grade Ratings or a Default or Event of Default occurs and is continuing, then the Company and the Restricted Subsidiaries shall thereafter again be subject to the Suspended Covenants. Compliance with the Suspended Covenants with respect to Restricted Payments made after the time of such withdrawal, downgrade, Default or Event of Default shall be

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calculated in accordance with the terms of the covenant described above under "−Certain Covenants−Limitation on Restricted Payments" as though such covenant had been in effect during the entire period of time from the Issue Date.

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Events of Default

Events of Default in respect of the Notes include:

(1) failure to make the payment of any interest, including Special Interest, on the Notes when the same becomes due and payable, and such failure continues for a period of 30 days;

(2) failure to make the payment of any principal of, or premium, if any, on, any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise;

(3) failure by the Company or any Restricted Subsidiary to comply with the covenant described under "−Merger, Consolidation and Sale of Property";

(4) failure to comply with any other covenant or agreement in the Notes or in the Indenture (other than a failure that is the subject of the foregoing clause (1), (2) or (3)) and such failure continues for 30 days after written notice is given to the Company as provided below;

(5) a default under any Debt (other than Disqualified Stock with respect to which the sole remedy for any default thereunder is a right to elect one or more additional members to the board of directors of the issuer of the Disqualified Stock) by the Company or any Restricted Subsidiary that results in acceleration of the maturity of such Debt, or failure to pay any such Debt at maturity and such defaulted payment at maturity shall not have been made, waived or extended within the applicable grace period related to any such payment default, in an aggregate amount greater than $50.0 million or its foreign currency equivalent at the time (the "cross acceleration provisions");

(6) failure by the Company or any Restricted Subsidiaries that, individually or in the aggregate, would constitute a Significant Subsidiary to pay final judgments for the payment of money in an aggregate amount in excess of $50.0 million (or its foreign currency equivalent at the time) that shall not be waived, satisfied or discharged for any period of 60 consecutive days during which a stay of enforcement shall not be in effect (the "judgment default provisions");

(7) certain events involving bankruptcy, insolvency or reorganization of the Company or any Restricted Subsidiaries that, individually or in the aggregate, would constitute a Significant Subsidiary (the "bankruptcy provisions"); and

(8) the Notes Guarantees provided by any of the Notes Guarantors that, individually or in the aggregate, would constitute a Significant Subsidiary cease to be in full force and effect (other than in accordance with the terms of such Notes Guarantees) or any of the Notes Guarantors that, individually or in the aggregate, would constitute a Significant Subsidiary deny or disaffirm their obligations under their Notes Guarantees (other than by reason of the release of a Notes Guarantor in accordance with the terms of the Indenture) (the "Guarantee Provisions").

A Default under clause (4) is not an Event of Default under the Indenture until the Trustee or the holders of not less than 25% in aggregate principal amount of the Notes issued pursuant to the Indenture then outstanding notify the Company of the Default and the Company does not cure such Default within the time specified after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default".

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The Company shall deliver to the Trustee, within 30 days after the Company's knowledge thereof, written notice in the form of an Officers' Certificate of any event that with the giving of notice and the lapse of time would become an Event of Default, its status and what action the Company is taking or proposes to take with respect thereto.

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If an Event of Default with respect to the Notes (other than an Event of Default resulting from certain events involving bankruptcy, insolvency or reorganization with respect to the Company or its Restricted Subsidiaries that, individually or in the aggregate, would constitute a Significant Subsidiary), shall have occurred and be continuing, the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then outstanding may declare to be immediately due and payable the principal amount of all such Notes then outstanding, plus accrued but unpaid interest to the date of acceleration. In case an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization with respect to the Company or its Restricted Subsidiaries that, individually or in the aggregate, would constitute a Significant Subsidiary shall occur, such amount with respect to all the Notes shall be due and payable immediately without any declaration or other act on the part of the Trustee or the Holders. After any such acceleration, but before a judgment or decree based on acceleration is obtained by the Trustee, the Holders of a majority in aggregate principal amount of the Notes then outstanding may, under certain circumstances, rescind and annul such acceleration if all Events of Default, other than the nonpayment of accelerated principal, premium or interest, have been cured or waived as provided in the Indenture.

The Holders of a majority in aggregate principal amount of the Notes then outstanding, by notice to the Trustee, may on behalf of the holders of all such Notes waive any existing Default or Event of Default, except a Default or Event of Default in the payment of principal, premium or interest, including Special Interest on such Notes, if any, and except for Defaults in respect of a covenant or other provision that cannot be modified or amended without the consent of each Holder.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders of the Notes unless such holders shall have offered to the Trustee reasonable indemnity. Subject to such provisions for the indemnification of the Trustee, the holders of a majority in aggregate principal amount of the Notes then outstanding will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Notes.

No holder of the Notes will have any right to institute any proceeding with respect to the Indenture, or for the appointment of a receiver or trustee, or for any remedy thereunder, unless:

(a) such holder has previously given to the Trustee written notice of a continuing Event of Default;

(b) the registered holders of at least 25% in aggregate principal amount of the Notes then outstanding have made a written request and offered reasonable indemnity to the Trustee to institute such proceeding as trustee; and

(c) the Trustee shall not have received from the registered holders of a majority in aggregate principal amount of the Notes then outstanding a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days.

However, such limitations do not apply to a suit instituted by a holder of the Notes for enforcement of payment of the principal of, and premium, if any, or interest, including Special Interest, if any, on, such Note on or after the respective due dates expressed in such Note.

Amendments and Waivers

Subject to certain exceptions, the Indenture may be amended with the consent of the registered holders of a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for such Notes) and any existing Default or Event of Default or compliance with any provision may also be waived, except as set forth below.

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The exceptions to the requirement for majority consent include waivers of a Default or Event of Default in the payment of principal, premium or interest, including Special Interest, if any, and certain covenants and provisions of the Indenture that cannot be amended without the consent of each holder of the Notes. In addition, without the consent of each holder of the outstanding Notes, no amendment may, among other things,

(1) reduce the amount of the Notes whose holders must consent to an amendment or waiver;

(2) reduce the rate of, or extend the time for payment of interest on, any Note;

(3) reduce the principal of, or extend the Stated Maturity of, any Note;

(4) make any Note payable in money other than that stated in such Note;

(5) impair the right of any Holder to receive payment of principal of and interest on such Holder's Note on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Note or any Notes Guaranty;

(6) make any change to the subordination provisions of the Indenture that would adversely affect the Holders in any material respect;

(7) reduce the premium payable upon the redemption of any Note or change the time at which any such Note may be redeemed, as described under "−Optional Redemption;"

(8) reduce the premium payable upon a Change of Control or, at any time after a Change of Control has occurred, change the time at which the Change of Control Offer relating thereto must be made or at which the Notes must be repurchased pursuant to such Change of Control Offer;

(9) at any time after the Company is obligated to make a Prepayment Offer with the Excess Proceeds from Asset Sales, change the time at which such Prepayment Offer must be made or at which the Notes must be repurchased pursuant thereto; or

(10) following the mailing of a notice of a Prepayment Offer or a Change of Control Offer, modify the provisions of the Indenture with respect to such offer in a manner adverse to the Holders.

Without the consent of any Holder of the Notes, the Company and the Trustee may amend the Indenture to:

(1) cure any ambiguity, omission, defect or inconsistency;

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(2) provide for the assumption by a successor corporation of the obligations of the Company or a Notes Guarantor under the Indenture and the Notes Guarantees, as applicable;

(3) provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) add Notes Guarantees with respect to the Notes or release Notes Guarantees as provided by the terms of the Indenture;

(5) secure the Notes or Notes Guarantees, add to the covenants of the Company or its Restricted Subsidiaries, as applicable, for the benefit of the holders of such Notes or to surrender any right or power conferred upon the Company or its Restricted Subsidiaries by the Indenture;

(6) make any change that does not adversely affect the rights of any holder of the Notes;

(7) make any change to the subordination provisions of the Indenture that would limit or terminate the benefits available to any holder of Senior Debt under such provisions,

(8) comply with any requirement of the Commission in connection with the qualification of the Indenture under the Trust Indenture Act; or

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(9) provide for the issuance of Additional Notes in accordance with the Indenture.

No amendment may be made to the subordination provisions of the Indenture that adversely affects the rights of any holder of Senior Debt then outstanding unless the holders of such Senior Debt (or their Representative) consent to such change. The consent of the holders of Notes is not necessary to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment becomes effective, the Company is required to mail to each registered holder of the Notes at such holder's address appearing in the security register a notice briefly describing such amendment. However, the failure to give such notice to all holders of the Notes, or any defect therein, will not impair or affect the validity of the amendment.

Defeasance

The Company, at its option at any time, may terminate all of the Company's obligations under the Notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of such Notes, to replace mutilated, destroyed, lost or stolen Notes and to maintain a registrar and paying agent in respect of such Notes. The Company at any time may terminate:

(1) the Company's obligations under the covenants described under "−Repurchase at the Option of Holders Upon a Change of Control," "−Certain Covenants," "Payments for Consent" and "SEC Reports";

(2) the operation of the cross acceleration provisions, the judgment default provisions, the bankruptcy provisions and the Guarantee Provisions with respect to Significant Subsidiaries or Restricted Subsidiaries that, individually or in the aggregate, constitute a Significant Subsidiary, as applicable described under "−Events of Default" above; and

(3) the limitations contained in clause (d) under "−Merger, Consolidation and Sale of Property−The Company" above ("covenant defeasance").

The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option.

If the Company exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in clause (4) (with respect to the covenants described under "−Certain Covenants"), (5), (6), (7) (with respect only to Significant Subsidiaries) or (8) under "−Events of Default" above or because of the failure of the Company to comply with clause (d) under the first paragraph of "−Merger, Consolidation and Sale of Property−The Company" above. If the Company exercises its legal defeasance option or its covenant defeasance option, each applicable Notes Guarantor will be released from its obligations under its applicable Notes Guaranty.

The legal defeasance option or the covenant defeasance option with respect to the Notes may be exercised only if:

(a) the Company irrevocably deposits in trust with the Trustee money or U.S. Government Obligations or a combination of both for the payment of principal of, premium, if any, and interest, including Special Interest, if any, on the Notes to maturity or redemption, as the case may be;

(b) the Company delivers to the Trustee a certificate from a nationally recognized firm of independent certified public accountants expressing their opinion that amounts so deposited pursuant to clause (a) above (without reinvestment on the deposited money and/or U.S. Government Obligations) will provide cash at such times and in such amounts as will be

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sufficient to pay principal, premium, if any, and interest, including Special Interest, if any, when due on all the Notes to maturity or redemption, as the case may be;

(c) 123 days pass after the deposit is made and during the 123-day period no Default described in clause (7) under "−Events of Default" occurs with respect to the Company or any other Person making such deposit which is continuing at the end of the period;

(d) no Default or Event of Default under the Indenture has occurred and is continuing on the date of such deposit;

(e) such deposit does not constitute a default under any other material agreement or instrument binding on the Company;

(f) an Opinion of Counsel is delivered to the Trustee to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940;

(g) in the case of the legal defeasance option, an Opinion of Counsel qualified to practice law in the United States is delivered to the Trustee stating that:

(1) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or

(2) since the date of the Indenture there has been a change in the applicable U.S. federal income tax law, to the effect, in either case, that, and based thereon such Opinion of Counsel shall confirm that, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same time as would have been the case if such defeasance had not occurred;

(h) in the case of the covenant defeasance option, an Opinion of Counsel is delivered to the Trustee to the effect that the holders of the Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; and

(i) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Notes have been complied with as required by the Indenture.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes issued pursuant to the Indenture) as to all Notes outstanding under the Indenture when:

(a) either:

(1) all Notes that have been authenticated (except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has previously been deposited in trust or segregated and held in trust by the Company and

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thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(2) all such Notes that have not been previously delivered to the Trustee for cancellation have become due and payable or will become due and payable at their Stated Maturity within one year or are to be called for redemption within one year upon arrangements

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reasonably satisfactory to the Trustee for the giving of notice of redemption, and the Company has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, money or U.S. Government Obligations, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to such Trustee for cancellation for principal, premium, if any, and accrued interest, including Special Interest, if any, to the date of such deposit (in the case of Notes that have become due and payable) or to the date of maturity or redemption;

(b) no Default or Event of Default under the Indenture shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other material instrument to which the Company is a party or by which the Company is bound;

(c) the Company has paid or caused to be paid all sums payable by it under the Indenture;

(d) the Company has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money and/or U.S. Government Obligations toward the payment of the Notes at maturity or the redemption date, as the case may be; and

(e) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, in each case stating that the Company has complied with all conditions precedent to satisfaction and discharge of the Indenture.

Governing Law

The Indenture and the Notes are governed by the internal laws of the State of New York.

The Trustee

U.S. Bank National Association is the Trustee under the Indenture.

Except during the continuance of an Event of Default under the Indenture, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an Event of Default under the Indenture, the Trustee will exercise such of the rights and powers vested in it under the Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms as well as any other capitalized terms used herein for which no definition is provided. Unless the context otherwise requires, an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP.

Whenever the covenant or default provisions or definitions in the Indenture refer to an amount in U.S. dollars, that amount will be deemed to refer to the U.S. Dollar Equivalent of the amount of any obligation denominated in any other currency or currencies, including composite currencies. Any determination of U.S. Dollar Equivalent for any purpose under the Indenture will be determined as of a date of determination as described in the definition of "U.S. Dollar Equivalent" and, in any case, no subsequent change in the U.S. Dollar Equivalent after the applicable date of determination will cause such determination to be modified.

"*10.375% Senior Secured Notes*" means the 10.375% Senior Secured Notes due 2010 of the Company.

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"*Acquired Debt*" means Debt of a Person outstanding on the date on which such Person becomes a Restricted Subsidiary or assumed in connection with the acquisition of assets from such Person. Acquired Debt shall be deemed to be Incurred on the date the acquired Person becomes a Restricted Subsidiary or the date of the related acquisition of assets from such Person.

"*Additional Assets*" means:

(a) any Property (other than cash, Cash Equivalents and securities) to be owned by the Company or any Restricted Subsidiary and used in a Permitted Business, including, without limitation, receivables repurchased in connection with a Receivables Program;

(b) Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or another Restricted Subsidiary from any Person other than the Company or an Affiliate of the Company; *provided, however*, that, in the case of this clause (b), such Restricted Subsidiary is primarily engaged in a Permitted Business; and

(c) any Permitted Investment (other than as described in clauses (a), (b) (insofar as the Investment is made in a Restricted Subsidiary) or (d) of the definition of "Permitted Investment").

"*Affiliate*" of any specified Person means:

(a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person; or

(b) any other Person who is a director or executive officer of:

(1) such specified Person;

(2) any Subsidiary of such specified Person; or

(3) any Person described in clause (a) above.

For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. For purposes of the covenants described under "−Certain Covenants−Limitation on Transactions with Affiliates" and "−Certain Covenants−Limitation on Asset Sales" and the definition of "Additional Assets" only, "Affiliate" shall also mean any beneficial owner of shares representing 10% or more of the total voting power of the Voting Stock (on a fully diluted basis) of the Company or of rights or warrants to purchase such Voting Stock (whether or not currently exercisable) and any Person who would be an Affiliate of any such beneficial owner pursuant to the first sentence hereof.

"*Asset Sale*" means any sale, transfer, issuance or other disposition (or series of related sales, transfers, issuances or dispositions) by the Company or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a "disposition"), of

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(a) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares), or

(b) any other assets of the Company or any Restricted Subsidiary (excluding Capital Stock of the Company, cash and Cash Equivalents) outside of the ordinary course of business of the Company or such Restricted Subsidiary,

in the case of either clause (a) or (b), (i) that have a Fair Market Value in excess of $10.0 million, or (ii) for net proceeds in excess of $10.0 million.

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Notwithstanding the foregoing clauses (a) and (b) of this definition, in no event shall an Asset Sale include:

(1) any disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary;

(2) any disposition that constitutes a Permitted Investment or Restricted Payment or any disposition of a Permitted Investment, in any such case, to the extent permitted by the covenant described under "−Certain Covenants−Limitation on Restricted Payments";

(3) any disposition effected in compliance with the first paragraph of the covenant described under "−Merger, Consolidation and Sale of Property−the Company";

(4) any disposition of damaged, worn out, surplus or other obsolete personal or real property in the ordinary course of business so long as such property is no longer necessary for the proper conduct of the business of the Company and its Restricted Subsidiaries;

(5) any issuance of Capital Stock by a Subsidiary of the Company to the Company or to another Subsidiary of the Company (other than the issuance of Capital Stock by a Restricted Subsidiary to an Unrestricted Subsidiary);

(6) the licensing by the Company or any Restricted Subsidiary of intellectual property or know-how on commercially reasonable terms and in the ordinary course of business;

(7) the sale, lease, conveyance or other disposition of Property in connection with the obligation of the Company or any Restricted Subsidiary to remarket or sell any Property at the end of the lease term or otherwise under or in connection with any Synthetic Lease of the Office Campus;

(8) the surrender or waiver of litigation rights or settlement, release or surrender of tort or other litigation claims of any kind;

(9) the sale, lease, conveyance or other disposition of Receivables Program Assets by the Company or any Restricted Subsidiary in connection with any Receivables Program;

(10) the sub-lease of facilities of the Company or any Restricted Subsidiary and the lease by the Company or any Restricted Subsidiary of facilities under any operating lease, in either such case, in the ordinary course of business;

(11) one or more sales of fixed assets by the Company or any Restricted Subsidiary in connection with the Company's Restructuring Plans provided, that such sales take place during the period beginning on the Issue Date and ending two years after the Issue Date and the aggregate consideration for all of the sales during such two-year period does not exceed $50.0 million; and

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(12) the granting of a Permitted Lien.

"*Attributable Debt*" in respect of a Sale and Leaseback Transaction means, at any date of determination,

(a) if such Sale and Leaseback Transaction is a Capital Lease Obligation, the amount of Debt represented thereby according to the definition of "Capital Lease Obligation"; and

(b) in all other instances, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended).

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"*Available Credit*" means as of any date of determination, the maximum amount available that may be drawn under the Company's and each Restricted Subsidiary's Credit Facilities at such date of determination.

"*Average Life*" means, as of any date of determination, with respect to any Debt or Preferred Stock, the quotient obtained by dividing:

(a) the sum of the product of the numbers of years (rounded to the nearest one-twelfth of one year) from the date of determination to the dates of each successive scheduled principal payment (or, in the case of the Company's Zero Coupon Debentures, to the Stated Maturity) of such Debt or redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by

(b) the sum of all such payments.

"*Board of Directors*" means the Board of Directors of the Company or any committee thereof authorized with respect to any particular matter to exercise the power of the Board of Directors.

"*Board Resolution*" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company, to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"*Borrowing Base*" means an amount equal to the sum of (A) 80% of the book value of the accounts receivable of the Company and its Restricted Subsidiaries plus (B) 60% of the book value of the inventory of the Company and its Restricted Subsidiaries, in each case as of the end of the most recently ended fiscal quarter of the Company for which financial statements of the Company have been made publicly available.

"*Capital Lease Obligations*" means any obligation under a lease of any property (whether real, personal or mixed) that is capitalized for financial reporting purposes in accordance with GAAP; and the amount of Debt represented by such obligation shall be the capitalized amount of such obligations 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. For purposes of "−Certain Covenants−Limitation on Liens", a Capital Lease Obligation shall be deemed secured by a Lien on the Property being leased.

"*Capital Stock*" means, with respect to any Person, any shares or other equivalents (however designated) of any class of corporate stock or partnership interests or any other participations, rights, warrants, options or other interests in the nature of an equity interest in such Person, including Preferred Stock, but excluding any debt security convertible or exchangeable into any such equity interest.

"*Capital Stock Sale Proceeds*" means the aggregate cash proceeds received by the Company from the issuance or sale (other than to a Restricted Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any such Subsidiary for the benefit of their employees) by the Company of its Capital Stock (other than Disqualified Stock) after the Issue Date, net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"*Cash Equivalents*" means

(a) securities issued or directly and fully guaranteed or insured by (i) the United States Government or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof), or (ii) any member of the European Economic Area or Switzerland, or any agency or instrumentality thereof (*provided* that such

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country, agency or instrumentality has a credit rating at least equal to that of the United States and the full faith and credit of such country is pledged in support thereof), in each case, with such securities having maturities of not more than one year from the date of acquisition;

(b) marketable general obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof (*provided* that the full faith and credit of such state is pledged in support thereof) and, at the time of acquisition thereof, having credit ratings of at least AA−(or the equivalent) by S&P and at least Aa3 (or the equivalent) by Moody's;

(c) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any commercial bank organized in the United States of America, Canada, Japan or Switzerland or any member of the European Economic Area, in each case, of recognized standing and having combined capital and surplus in excess of $500.0 million (or the foreign currency equivalent thereof);

(d) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (a), (b) and (c) entered into with any bank meeting the qualifications specified in clause (c) above;

(e) commercial paper rated at the time of acquisition thereof in one of the two highest categories obtainable from both S&P and Moody's or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of investments, and in any case maturing within one year after the date of acquisition thereof;

(f) interests in any investment company or money market fund substantially all of the assets of which are of the type specified in clauses (a) through (e) above; and

(g) asset backed securities rated AAA or better by S&P or Moody's, with such securities having maturities of not more than one year from the date of acquisition.

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

(a) if any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing), including any group acting for the purpose of acquiring, holding, voting or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, except that a person will be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 50% or more of the total voting power of the Voting Stock of the Company (for purposes of this clause (a), such person or group shall be deemed to beneficially own any Voting Stock of a corporation held by any other corporation (the "parent corporation") so long as such person or group beneficially owns, directly or indirectly, in the aggregate a majority of the total voting power of the Voting Stock of such parent corporation); or

(b) the sale, transfer, assignment, lease, conveyance or other disposition, directly or indirectly, of all or substantially all the assets of the Company and its Restricted Subsidiaries, considered as a whole (other than a disposition of such assets as an entirety or virtually as an entirety to a Wholly Owned Restricted Subsidiary) shall have occurred, or the Company merges, consolidates or

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amalgamates with or into any other Person or any other Person merges, consolidates or amalgamates with or into the Company, in any such event pursuant to a

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transaction in which the outstanding Voting Stock of the Company is reclassified into or exchanged for cash, securities or other Property, other than any such transaction where:

(1) the outstanding Voting Stock of the Company is reclassified into or exchanged for other Voting Stock of the Company or for Voting Stock of the surviving corporation; and

(2) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the Company or the surviving corporation immediately after such transaction and in substantially the same proportion as before the transaction;

(c) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors (together with any new directors whose election or appointment by such Board or whose nomination for election by the shareholders of the Company was approved by a vote of not less than a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors then in office; or

(d) the shareholders of the Company shall have approved any plan of liquidation or dissolution of the Company.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Commission*" means the U.S. Securities and Exchange Commission.

"*Commodity Agreement*" means any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement.

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

"*Comparable Treasury Price*" means, with respect to any redemption date:

(a) the average of the bid and ask prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third business day preceding such redemption date, as set forth in the most recently published statistical release designated "H.15(519)" (or any successor release) published by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities" or

(b) if such release (or any successor release) is not published or does not contain such prices on such business day, the Reference Treasury Dealer Quotations for such redemption date.

"*Consolidated Current Liabilities*" means, as of any date of determination, the aggregate amount of liabilities of the Company and its consolidated Restricted Subsidiaries which may properly be classified as current liabilities (including taxes accrued as estimated), after eliminating:

(a) all intercompany items between the Company and any Restricted Subsidiary or between Restricted Subsidiaries; and

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(b) all current maturities of long-term Debt.

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"*Consolidated Interest Coverage Ratio*" means, as of any date of determination, the ratio of:

(a) the aggregate amount of EBITDA for the most recently ended four consecutive fiscal quarters for which financial statements have been made publicly available; to

(b) Consolidated Interest Expense for such four fiscal quarters;

provided, however, that:

(1) if

(A) since the beginning of such period but prior to such date of determination, the Company or any Restricted Subsidiary has Incurred any Debt that remains outstanding or Repaid any Debt; or

(B) the transaction giving rise to the need to calculate the Consolidated Interest Coverage Ratio is an Incurrence or Repayment of Debt,

Consolidated Interest Expense for such period shall be calculated after giving effect on a pro forma basis to such Incurrence or Repayment as if such Debt was Incurred or Repaid on the first day of such period, *provided* that, (i) in the event of any such Repayment of Debt, EBITDA for such period shall be calculated as if the Company or such Restricted Subsidiary had not earned any interest income actually earned during such period in respect of the funds used to Repay such Debt and (ii) in making such computation, the amount of Debt under any revolving credit facility shall be computed based upon the average daily balance of such Debt during such period, and

(2) if

(A) since the beginning of such period but prior to such date of determination the Company or any Restricted Subsidiary shall have made any Asset Sale or an acquisition of Property which constitutes all or substantially all of an operating unit of a business;

(B) the transaction giving rise to the need to calculate the Consolidated Interest Coverage Ratio is such an Asset Sale or acquisition; or

(C) since the beginning of such period but prior to such date of determination any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of such period) shall have made such an Asset Sale or acquisition;

EBITDA for such period shall be calculated after giving *pro forma* effect to such Asset Sale or acquisition as if such Asset Sale or acquisition had occurred on the first day of such period.

If any Debt bears a floating rate of interest and is being given *pro forma* effect, the interest expense on such Debt shall be calculated as if the base interest rate in effect for such floating rate of interest on the date of determination had been the applicable base interest rate for the entire period (taking into account any Interest Rate Agreement applicable to such Debt if such Interest Rate Agreement has a remaining term in excess of the lesser of (i) 12 months and (ii) the remaining period until the Stated Maturity of such Debt). In the event the Capital Stock of any Restricted Subsidiary is sold during the period, the Company shall be deemed, for purposes of clause (1) above, to have Repaid during

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such period the Debt of such Restricted Subsidiary to the extent the Company and its continuing Restricted Subsidiaries are no longer liable for such Debt after such sale.

"*Consolidated Interest Expense*" means (without duplication), for any period, the total interest expense of the Company and its consolidated Restricted Subsidiaries, plus, to the extent not included in such total interest expense, and to the extent Incurred by the Company or its Restricted Subsidiaries during that period,

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(a) interest expense attributable to Capital Lease Obligations and the imputed interest with respect to Attributable Debt;

(b) amortization of debt discount and debt issuance cost, including commitment fees;

(c) capitalized interest;

(d) non-cash interest expense;

(e) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing;

(f) net costs associated with Hedging Obligations (including amortization of fees);

(g) Disqualified Stock Dividends, other than dividends payable to the Company or a Restricted Subsidiary of the Company;

(h) Preferred Stock Dividends, other than dividends payable to the Company or a Restricted Subsidiary of the Company;

(i) interest actually paid by the Company or any Restricted Subsidiary on any Debt of any other Person to the extent such Debt is Guaranteed by the Company or any Restricted Subsidiary; and

(j) cash contributions to any employee stock ownership plan or similar trust of the Company to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than the Company) in connection with Debt Incurred by such plan or trust.

"*Consolidated Net Income*" means, for any period, the net income (loss) of the Company and its consolidated Restricted Subsidiaries; *provided, however*, that there shall not be included in such Consolidated Net Income (without duplication):

(a) if any Restricted Subsidiary is not a Wholly Owned Restricted Subsidiary, an amount that is equal to (i) the amount of net income attributable to such Restricted Subsidiary multiplied by (ii) the percentage ownership interest in the income of such Restricted Subsidiary not owned on the last day of such period by the Company or any of its Restricted Subsidiaries,

(b) any net income (loss) of any Person (other than the Company) if such Person is not a Restricted Subsidiary, except that:

(1) the Company's equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash or any Property distributed by such Person during such period to the Company or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to a Restricted Subsidiary, to the limitations contained in clause (d) below); and

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(2) the Company's equity in a net loss of any such Person other than an Unrestricted Subsidiary for such period shall be included in determining such Consolidated Net Income;

(c) for purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (c) of the first paragraph of the covenant described under "−Certain Covenants−Limitation on Restricted Payments" only, any net income (loss) of any Person acquired by the Company or any of its consolidated Subsidiaries in a pooling of interests transaction for any period prior to the date of such acquisition;

(d) any net income (loss) of any Restricted Subsidiary if such Restricted Subsidiary is unable to both pay dividends and otherwise distribute cash to the Company and any other Restricted

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Subsidiary because it is subject to the restrictions of its charter or other organizational document or any agreement, instrument, contract, judgment, decree, order or statute, rule or governmental regulation applicable to the Restricted Subsidiary, except that:

(1) the Company's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution to another Restricted Subsidiary, to the limitation contained in this clause); and

(2) the Company's equity in a net loss of any such Restricted Subsidiary for such period shall be included in determining such Consolidated Net Income;

(e) any gain (or loss) realized upon the sale or other disposition of any Property of the Company or any of its consolidated Restricted Subsidiaries (including pursuant to any Sale and Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business;

(f) any extraordinary gain or loss;

(g) restructuring charges, write-downs and reserves (to the extent not excluded in paragraph (f) above) taken by the Company or its Restricted Subsidiaries during any such period, *provided* that:

the aggregate amount of charges that are paid in cash that are excluded pursuant to this clause (g) in connection with the Company's Restructuring Plans shall not in the aggregate exceed $85.0 million for all periods during which Consolidated Net Income may be calculated plus any restructuring charges taken in connection with the Company's Restructuring Plans for the three fiscal quarters ended October 2, 2004; and any charges paid in cash in excess of such amount shall be included in the calculation of Consolidated Net Income for the period when such charges are paid in cash; and

the aggregate amount of charges that are paid in cash that are excluded pursuant to this paragraph (g) in connection with the Company's future restructuring plans shall not exceed $100.0 million for all periods during which Consolidated Net Income may be calculated;

provided, further, that for purposes of calculating the amount of Restricted Payments that may be made pursuant to clause (c) of the first paragraph of the covenant described under "−Certain Covenants−Limitation on Restricted Payments" only, this paragraph (g) shall not apply,

(h) the cumulative effect of a change in accounting principles; and

(i) any non-cash compensation expense realized for grants of, or in connection with the exercise of, performance shares, stock options or other rights to officers, directors and employees of the Company or any Restricted Subsidiary, *provided* that such shares, options or other rights can be redeemed at the option of the holder for Capital Stock of the Company (other than Disqualified Stock).

Notwithstanding the foregoing, for purposes of the covenant described under "−Certain Covenants−Limitation on Restricted Payments" only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of assets from

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Unrestricted Subsidiaries to the Company or a Restricted Subsidiary to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under such covenant pursuant to clause (c)(4) of the first paragraph thereof.

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"*Consolidated Net Tangible Assets*" means, as of any date of determination, the sum of the amounts that would appear on a consolidated balance sheet of the Company and its consolidated Restricted Subsidiaries as the total assets (less accumulated depreciation and amortization, allowances for doubtful receivables, other applicable reserves and other properly deductible items) of the Company and its Restricted Subsidiaries, after giving effect to purchase accounting and after deducting therefrom Consolidated Current Liabilities and, to the extent otherwise included in the determination of Consolidated Net Tangible Assets, the following amounts (without duplication) shall be excluded:

(a) the excess of cost over fair market value of assets or businesses acquired;

(b) unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or developmental expenses and other intangible items;

(c) minority interests in consolidated Subsidiaries held by Persons other than the Company or any Restricted Subsidiary;

(d) treasury stock;

(e) cash or securities set aside and held in a sinking or other analogous fund established for the purpose of redemption or other retirement of Capital Stock to the extent such obligation is not reflected in Consolidated Current Liabilities; and

(f) Investments in and assets of Unrestricted Subsidiaries.

"*Consolidated Net Worth*" means, as of any date of determination, the total of the amounts shown on the consolidated balance sheet of such Person and its Restricted Subsidiaries as:

(a) the par or stated value of all outstanding Capital Stock of such Person; plus

(b) paid-in capital or capital surplus relating to such Capital Stock, plus

(c) any retained earnings or earned surplus; less:

(1) any accumulated deficit; and

(2) any amounts attributable to Disqualified Stock;

in each case as of the end of the most recent fiscal quarter of such Person for which financial statements have been made publicly available.

"*Consolidated Tangible Foreign Assets*" means, as of any date of determination, the sum of the amounts that would appear on the consolidated balance sheet of the Foreign Subsidiaries of the Company as the total assets of the Foreign Subsidiaries of the Company, minus the total intangible assets of the Foreign Subsidiaries of the Company.

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"*Convertible Debentures*" means the Zero Coupon Debentures and the 3% Convertible Subordinated Notes due 2007 issued by SCI Systems, Inc.

"*Convertible Debentures Repurchase*" means the purchase, repurchase, redemption, defeasance or acquisition for value of any Convertible Debentures.

"*Credit Facilities*" means, with respect to the Company or any Restricted Subsidiary, one or more debt or commercial paper facilities with banks or other institutional lenders (including the Senior Credit Facility) providing for one or more revolving credit loans, term loans, receivables or inventory financing (including through the sale of receivables or inventory to such lenders or to special purpose, bankruptcy remote entities formed to borrow from such lenders against such receivables or inventory) swing-line or commercial paper facilities (including any letter of credit, sub-facilities or other facilities) or letters of credit, in each case together with any Refinancings thereof, whether any such Refinancing

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is under one or more debt or commercial paper facilities, indentures or other agreements, by a lender or syndicate of lenders, including, in each case, any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case as amended, modified, renewed, refunded, replaced or refinanced from time to time, whether or not with the same agent, trustee, representative lender or holders, and irrespective of any change in the terms and conditions thereof.

"*Currency Exchange Protection Agreement*" means, in respect of a Person, any foreign exchange contract, currency swap agreement, currency option or other similar agreement or arrangement designed to manage or hedge fluctuations in currency exchange rates.

"*Debt*" means, with respect to any Person on any date of determination (without duplication):

(a) the principal of and premium (if any) and any other obligations in respect of:

(1) debt of such Person for money borrowed; and

(2) debt evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable;

(b) all Capital Lease Obligations of such Person and all Attributable Debt in respect of Sale and Leaseback Transactions entered into by such Person;

(c) all obligations of such Person to pay 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 and accrued expenses related thereto arising in the ordinary course of business and excluding any lease properly classified as an operating lease in accordance with GAAP);

(d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction but excluding obligations with respect to letters of credit securing obligations (other than obligations described in clauses (a) through

(e) above and (f) and (g) below) 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 third Business Day following receipt by such Person of a demand for reimbursement following payment on the letter of credit;

(f) the amount of all obligations of such Person with respect to the Repayment of any Disqualified Stock;

(g) all obligations of the type referred to in clauses (a) through (e) of other Persons and all dividends of other Persons for the payment of which, in either case, such Person is liable as obligor or Guarantor, including by means of any Guarantee;

(h) all obligations of the type referred to in clauses (a) through (f) of other Persons secured by any Lien on any Property of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the

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lesser of the fair market value (as determined by the Company in good faith) of such Property subject to such Lien or the amount of the obligation so secured; and

(i) to the extent not otherwise included in this definition, the net liability under Hedging Obligations of such Person,

if and only to the extent that any of the preceding items (other than letters of credit, Hedging Obligations and obligations referred to in clauses (f) and (g) above) would appear as a liability upon the balance sheet of the specified Person prepared in accordance with GAAP (and in the case of Disqualified Stock that does not appear as a liability upon such balance sheet, the price at which such

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Disqualified Stock may be redeemed by the holder thereof on the date such Disqualified Stock may first be redeemed by the holders thereof).

In no event shall the term "Debt" include (i) any debt under any overdraft or cash management facility, *provided* that any such debt is incurred in the ordinary course of business and consistent with past practice, and is repaid in full no later than the business day immediately following the date on which it was incurred, or (ii) any trade payable. The amount of Debt of any Person at any date shall be (x) the accreted value thereof in the case of any Debt that does not require current payments of interest, (y) the principal amount of such Debt and (z) the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Designated Senior Debt*" means:

(a) any Senior Debt that has, at the time of determination, an aggregate principal amount outstanding of at least $25.0 million (including the amount of all undrawn commitments and matured and contingent reimbursement obligations pursuant to letters of credit thereunder) that is specifically designated as such in the instrument evidencing such Senior Debt and is designated as such in a notice delivered by the Company to the holders or a Representative of the holders of such Senior Debt and in an Officers' Certificate delivered to the Trustee as "Designated Senior Debt" of the Company and any Notes Guarantor for purposes of the Indenture,

(b) any Senior Debt outstanding under the Credit Facilities, and

(c) Debt represented by the 10.375% Senior Secured Notes.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in either case at the option of the holder thereof) or otherwise:

(a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(b) is or may become redeemable or repurchaseable at the option of the holder thereof, in whole or in part; or

(c) is convertible or exchangeable at the option of the holder thereof for Debt or Disqualified Stock;

on or prior to, in the case of clause (a), (b) or (c), the date that is 91 days after the Stated Maturity of the Notes. Notwithstanding the foregoing, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described under "−Certain Covenants−Limitation on Restricted Payments."

"*Disqualified Stock Dividends*" means all dividends made with respect to Disqualified Stock of the Company held by Persons other than a Restricted Subsidiary other than dividends paid in Capital Stock of the Company. The amount of any such dividend shall be equal to the quotient of such dividend divided by the difference between one and the maximum statutory federal income tax rate (expressed as a decimal number between 1 and 0) then applicable to the Company.

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"*Domestic Restricted Subsidiary*" means any Restricted Subsidiary other than (a) a Foreign Restricted Subsidiary, (b) a Subsidiary of a Foreign Restricted Subsidiary and, (c) any special purpose entity established solely in connection with a Receivables Program or any Synthetic Lease with respect to the Office Campus.

"*EBITDA*" means, for any period, an amount equal to, for the Company and its consolidated Restricted Subsidiaries:

(a) the sum of Consolidated Net Income for such period, plus the following to the extent reducing Consolidated Net Income for such period:

(1) the provision for taxes based on income or profits or utilized in computing net income;

(2) Consolidated Interest Expense;

(3) depreciation;

(4) amortization;

(5) any other non-cash items (other than any such non-cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period);

(6) charges associated with integration-related expenses (but excluding any associated restructuring expenses) Incurred in such period in connection with any merger or acquisition permitted under the Senior Credit Facility, as in effect on the Issue Date;

(7) accelerated recognition of pension expenses previously deferred under FAS 87/88 in connection with early termination of SCI Systems, Inc.'s "Supplemental Retirement Plan" not to exceed $20.0 million in the aggregate;

(8) charges associated with the repayment or redemption of the Convertible Debentures or the 10.375% Senior Secured Notes;

(9) to the extent that GAAP requires stock based compensation or share-based payments to be expensed, any non-cash charges associated therewith, minus

(b) all non-cash items increasing Consolidated Net Income for such period.

Notwithstanding the foregoing clause (a), the provision for taxes and the depreciation, amortization and non-cash items of a Restricted Subsidiary shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion) that the net income of such Restricted Subsidiary was included in calculating Consolidated Net Income and only if a corresponding amount would be permitted at the date of determination to be paid as dividends to the Company by such Restricted Subsidiary without prior approval (that has not been

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obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its shareholders.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Equity Offering*" means (i) any public offering of common stock (other than Disqualified Stock) of the Company or (ii) any unregistered offering of common stock (other than Disqualified Stock) of the Company with net cash proceeds in excess of $50 million.

"*European Economic Area*" means the member nations of the European Economic Area pursuant to the Oporto Agreement on the European Economic Area dated May 2, 1992, as amended.

"*Event of Default*" has the meaning set forth under "−Events of Default".

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

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"*Exchange Notes*" means new notes of the Company issued in a registered offer made pursuant to a registration statement, or registration statements, filed with, and declared effective by, the Commission offering to exchange such new notes for the Notes or the Additional Notes; *provided* that such new notes have terms substantially identical in all material respects to the Notes and the Additional Notes for which such offer is being made; *provided, further*, that the Exchange Notes shall include new Guarantees issued in such exchange offer by the Notes Guarantors in exchange for the existing Notes Guarantees; *provided, further*, that the Exchange Notes exchanged for the Notes or Additional Notes, as the case may be, and the new Guarantees exchanged for the Notes Guarantees in such exchange offer shall be secured to the same extent, if applicable, on the same terms and under the same conditions, as the Notes or Additional Notes, as the case may be, and the Notes Guarantees.

"*Fair Market Value*" means, with respect to any Property, the price that would reasonably be expected to be paid in an arm's-length free market transaction, for cash, between a willing seller and a willing buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value shall be determined, except as otherwise provided,

(a) if such Property has a Fair Market Value equal to or less than $50.0 million, by any Officer of the Company; or

(b) if such Property has a Fair Market Value in excess of $50.0 million, by a majority of the Board of Directors and evidenced by a Board Resolution, dated within 45 days of the relevant transaction and delivered to the Trustee.

"*Fall-Away Event*" means the occurrence of the following events:

(a) the Notes have received Investment Grade Ratings from both Rating Agencies;

(b) no Default or Event of Default has occurred and is continuing; and

(c) the Company has delivered to the Trustee an Officers' Certificate certifying as to the events specified in clauses (a) and (b) of this definition.

"*Foreign Restricted Subsidiary*" means any Restricted Subsidiary that is not organized under the laws of the United States or any state thereof or the District of Columbia.

"*Foreign Subsidiary*" means any Subsidiary of the Company that is not organized under the laws of the United States of America, any state thereof or the District of Columbia.

"*GAAP*" means United States generally accepted accounting principles as in effect from time to time.

"*Guarantee*" or "*Guaranty*" means any obligation, contingent or otherwise, of any Person guaranteeing in any manner any Debt of any other Person; *provided, however*, that the terms "Guarantee" and "Guaranty" shall not include:

(a) endorsements for collection or deposit in the ordinary course of business; or

(b) a contractual commitment by one Person to invest in another Person for so long as such Investment is reasonably expected to constitute a Permitted Investment under clause (b) of the definition of "Permitted Investment".

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The term "Guarantee" used as a verb has a corresponding meaning. The term "Guarantor" shall mean any Person Guaranteeing any obligation.

"*Hedging Obligation*" of any Person means any obligation of such Person pursuant to any Interest Rate Agreement, Currency Exchange Protection Agreement, Commodity Agreement or any other similar agreement or arrangement.

"*Holder*" means the Person in whose name any Note is registered on the note registrar's books.

"*Incur*" means, with respect to any Debt or other obligation of any Person, to create, issue, incur (by merger, conversion, exchange or otherwise), extend, assume, Guarantee or become liable in respect of such Debt or other obligation or the recording, as required pursuant to GAAP or otherwise, of any such Debt or obligation on the balance sheet of such Person (and "Incurrence" and "Incurred" shall have meanings correlative to the foregoing); *provided, however*, that a change in GAAP that results in an obligation of such Person that exists at such time, and is not theretofore classified as Debt, becoming Debt shall not be deemed an Incurrence of such Debt; *provided further*, however, that any Debt or other obligations 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 Subsidiary at the time it becomes a Subsidiary.

"*Independent Investment Banker*" means one of the Reference Treasury Dealers, or if any such firm is unwilling or unable to select to Comparable Treasury Issue, an investment banking firm of national reputation selected by the Company.

"*Interest Rate Agreement*" means, for any Person, any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement designed to manage fluctuations in interest rates.

"*Investment*" by any Person means any direct or indirect loan (other than advances to customers or other persons in the ordinary course of business that are recorded as accounts receivable, prepaid expenses or deposits on the balance sheet of such Person), advance or other extension of credit or capital contribution (by means of transfers of cash or other Property to others or payments for Property or services for the account or use of others) (but excluding commission, travel and similar advances to officers, directors and employees made in the ordinary course of business) to, or Incurrence of a Guarantee of any obligation of, or purchase or acquisition of Capital Stock, bonds, notes, debentures or other securities or evidence of Debt issued by, any other Person; *provided* that in no event shall the licensing or transfer of know-how or intellectual property or the providing of services, each in the ordinary course of business, be considered an Investment. If the Company or any Restricted Subsidiary sells or otherwise disposes of any Capital Stock of any direct or indirect Restricted Subsidiary such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value (as determined in good faith by the Company) of the Capital Stock of such Restricted Subsidiary not sold or disposed.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB−(or the equivalent) by S&P (or the equivalent investment grade rating by another Rating Agency).

"*Issue Date*" means the date on which the Notes are initially issued pursuant to the Indenture.

"*Lien*" with respect to a Person means, with respect to any Property of such Person, any mortgage or deed of trust, pledge, hypothecation, security interest, lien, fixed or floating charge, easement (other than any easement not materially impairing usefulness or marketability), encumbrance or other security agreement of any kind or nature whatsoever on or with respect to such Property (including any Capital Lease Obligation, conditional sale or other title retention agreement having substantially the same

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economic effect as any of the foregoing); provided, that the term "Lien" shall not include any lease properly classified as an operating lease in accordance with GAAP.

"*Liquidity*" means the cash and Cash Equivalents on the balance sheet of the Company and its Restricted Subsidiaries plus the Available Credit of the Company and its Restricted Subsidiaries as of a date that is no earlier than three business days prior to the date of determination.

"*Make-Whole Premium*" means, with respect to a Note on any date of redemption, the greater of:

(a) 1% of the principal amount of such Note; or

(b) the excess of (1) the present value at such date of redemption of (A) the redemption price of such Note at March 1, 2009 (such redemption price being described under "−Optional Redemption") plus (B) all remaining required interest payments (exclusive of interest accrued and unpaid to the date of redemption) due on such Note through March 1, 2009, computed using a discount rate equal to the Treasury Rate plus 50 basis points, over (2) the then outstanding principal amount of such Note.

"*Moody's*" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"*Net Available Cash*" from any Asset Sale means cash payments actually received therefrom by the Company or its Restricted Subsidiaries (including any cash payments actually received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Debt or other obligations relating to the Property that is the subject of such Asset Sale or received in any other non-cash form), in each case net of:

(a) all legal, title and recording expenses, commissions and other fees and expenses Incurred (including, without limitation, investment banking, sales commissions and relocation expenses), and all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under GAAP, as a consequence of such Asset Sale;

(b) all payments made on any Debt that is secured by any Lien upon Property that is the subject of such Asset Sale, or by applicable law, which are repaid out of the proceeds from such Asset Sale;

(c) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Sale; and

(d) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"*Notes Guarantees*" mean Guarantees on the terms set forth in the Indenture by the Notes Guarantors of the Company's obligations with respect to the Notes.

"*Notes Guarantors*" mean each Domestic Restricted Subsidiary on the Issue Date and any other Person that becomes a Guarantor of the Notes pursuant to the covenant described under "−Certain Covenants−Future Notes Guarantors" or who executes and delivers a supplemental indenture to the Indenture providing for a Notes Guaranty.

"*Obligations*" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Debt.

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"*Office Campus*" means the Company's principal office campus located on North First Street in San Jose, California.

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"*Officer*" means (i) the Chief Executive Officer, the President, the Chief Financial Officer or any Vice President of the Company and (ii) the Treasurer or Assistant Treasurer or Secretary or Assistant Secretary of the Company.

"*Officers' Certificate*" means a certificate signed by (x)(i) one officer listed in clause (i) of the definition thereof and (ii) one officer listed in clause (ii) of the definition thereof, or (y) two officers listed in clause (i) of the definition thereof, and, in either case, delivered to the Trustee.

"*Opinion of Counsel*" means a written opinion from legal counsel to the Company. The counsel may be an employee of or counsel to the Company or the Trustee.

"*Permitted Business*" means any business that is related, ancillary or complementary to the businesses of the Company and the Restricted Subsidiaries on the Issue Date or any reasonable extension thereof.

"*Permitted Investment*" means any Investment by the Company or a Restricted Subsidiary in:

(a) the Company;

(b) any Restricted Subsidiary or any Person that will, upon the making of such Investment, become a Restricted Subsidiary, *provided* that the primary business of such Restricted Subsidiary is a Permitted Business;

(c) any Person if as a result of such Investment such Person is merged or consolidated with or into, or transfers or conveys all or substantially all its Property to, or is liquidated into, the Company or a Restricted Subsidiary, *provided* that such Person's primary business is a Permitted Business;

(d) cash or Cash Equivalents;

(e) Investments (i) of the types specified in the definition of Cash Equivalents but which mature on dates up to three years from the date of acquisition and (ii) consisting of corporate obligations with long-term ratings of A or better from S&P and A2 or better from Moody's, having maturities of not more than twelve months from the date of acquisition, so long as the aggregate value of the Investments described in clauses (i) and (ii) does not exceed 20% of the value of cash and short-term investments and long-term investments of the types described in the definition of Cash Equivalents and this clause (e), in each case as shown on the Company's most recent balance sheet that has been made publicly available;

(f) receivables owing to the Company or a Restricted Subsidiary, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms (and Investments obtained in exchange for or settlement of accounts receivable for which the Company or a Restricted Subsidiary has determined that collection is not likely); *provided, however*, that such trade terms may include such concessionary trade terms as the Company or such Restricted Subsidiary deems reasonable under the circumstances;

(g) commission, entertainment, relocation, payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

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(h) loans and advances to, or Guarantees of third party loans to, employees, directors and officers made in the ordinary course of business consistent with past practices of the Company or such Restricted Subsidiary and in compliance with applicable laws *provided* that such loans and advances in the aggregate do not exceed $5.0 million at any one time outstanding;

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(i) any acquisition of Property solely in exchange for the issuance of Capital Stock (other than Disqualified Stock) or the transfer on a non-exclusive basis of intellectual property or know-how of the Company;

(j) any Investment received in settlement of debts created in the ordinary course of business and owing to the Company or a Restricted Subsidiary or in satisfaction of judgments, including pursuant to a plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or consideration received in settlement of litigation claims in tort, bankruptcy, liquidation, receivership or insolvency or otherwise;

(k) any Person to the extent such Investment represents the non-cash portion of the consideration received in connection with an Asset Sale consummated in compliance with the covenant described under "−Certain Covenants−Limitation on Asset Sales";

(l) Hedging Obligations permitted under the covenant described under "−Certain Covenants−Limitation on Debt;"

(m) prepaid expenses and negotiable instruments held for collection in the ordinary course of business;

(n) lease, utility and workers' compensation, performance and other similar deposits arising in the ordinary course of business;

(o) Investments existing as of the Issue Date and Investments purchased or received in exchange for such Investments, *provided* that any additional consideration provided by the Company or any Restricted Subsidiary in such exchange shall be not be permitted pursuant to this clause (o);

(p) loans or advances to customers in the ordinary course of business;

(q) any Person engaged in a Permitted Business, *provided* that such Investments in the aggregate do not exceed 10% of Total Assets at any one time outstanding; and

(r) the Notes, the Exchange Notes, the Additional Notes and the Notes Guarantees.

"*Permitted Joint Venture*" means any Person that is, directly or indirectly, engaged principally in a Permitted Business, and the Capital Stock (or securities convertible into Capital Stock) of which is owned by the Company and one or more Persons other than the Company or any Affiliate of the Company.

"*Permitted Junior Securities*" means:

(a) Capital Stock in the Company or any Notes Guarantor; or

(b) debt securities (including debt securities that are issued in exchange for Senior Debt) that are subordinated to all Senior Debt to substantially the same extent that, or to a greater extent than, the Notes and the Notes Guarantees are subordinated to Senior Debt and that have a Stated Maturity after (and do not provide for scheduled principal payments prior to) the Stated Maturity of any Senior Debt; *provided, however*, that, if such Capital Stock or debt securities are distributed in a bankruptcy or

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insolvency proceeding, such Capital Stock or debt securities are distributed pursuant to a plan of reorganization consented to by each class of Designated Senior Debt.

"*Permitted Liens*" means:

(a) Liens on any assets to secure Debt permitted to be Incurred under clause (b) of the second paragraph of the covenant described under "−Certain Covenants−Limitation on Debt" and other Obligations related thereto;

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(b) Liens to secure Debt permitted to be Incurred under clause (c) of the second paragraph of the covenant described under "−Certain Covenants−Limitation on Debt" and other Obligations related thereto and Liens to secure Capital Lease Obligations and Purchase Money Debt (and other Obligations related thereto) where the aggregate principal amount of such Debt at any time outstanding shall not exceed 10.0% of Total Assets, *provided* that, in each case, any such Lien may not extend to any Property of the Company or any Restricted Subsidiary, other than the Property acquired, constructed, improved or leased with the proceeds of such Debt and any additions, parts, attachments, fixtures, leasehold improvements, proceeds, improvements or accessions related thereto;

(c) Liens for taxes, assessments or governmental charges or levies on the Property of the Company or any Restricted Subsidiary if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings, *provided* that any reserve or other appropriate provision that shall be required in conformity with GAAP shall have been made therefor;

(d) Liens imposed by law or arising by operation of law, including without limitation, landlords', mailmen's, suppliers', vendors', carriers', warehousemen's and mechanics' Liens and other similar Liens, Liens for master's and crew's wages and other similar laws, on the Property of the Company or any Restricted Subsidiary arising in the ordinary course of business and for payment obligations that are not more than 60 days past due or are being contested in good faith and by appropriate proceedings;

(e) Liens on the Property of the Company or any Restricted Subsidiary Incurred in the ordinary course of business to secure performance of obligations with respect to statutory or regulatory requirements, performance or return-of-money bonds, surety or appeal bonds or other obligations of a like nature and Incurred in a manner consistent with industry practice;

(f) Liens on Property at the time the Company or any Restricted Subsidiary acquired such Property, including any acquisition by means of a merger or consolidation with or into the Company or any Restricted Subsidiary; *provided, however*, that any such Lien may not extend to any other Property of the Company or any Restricted Subsidiary; *provided further*, however, that such Liens shall not have been Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which such Property was acquired by the Company or any Restricted Subsidiary;

(g) Liens on the Property of a Person existing at the time such Person becomes a Restricted Subsidiary; *provided, however*, that any such Lien may not extend to any other Property of the Company or any other Restricted Subsidiary that is not a direct Subsidiary of such Person; *provided further*, however, that any such Lien was not Incurred in anticipation of or in connection with the transaction or series of transactions pursuant to which such Person became a Restricted Subsidiary;

(h) Liens Incurred or pledges or deposits made by the Company or any Restricted Subsidiary under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Debt) or leases to which the Company or any Restricted Subsidiary is party, or deposits to secure public or statutory obligations of the Company, or deposits for the payment of rent, in each case Incurred in the ordinary course of business;

(i) utility easements, building restrictions and such other encumbrances or charges against real Property as are of a nature generally existing with respect to properties of a similar character;

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(j) Liens existing on the Issue Date not otherwise described in clauses (a) through (i) of this definition;

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(k) Liens not otherwise described in clauses (a) through (j) of this definition on the Property of any Restricted Subsidiary that is not a Notes Guarantor to secure any Debt permitted to be Incurred by such Restricted Subsidiary pursuant to the covenant described under "−Certain Covenants−Limitation on Debt";

(l) Liens on the Property of the Company or any Restricted Subsidiary to secure any Refinancing, in whole or in part, of any Debt secured by Liens referred to in clauses (a), (b), (f), (g), (j), (k), (o), (p), (t), (u), (x) and (y) of this definition; *provided, however*, that any such Lien shall be limited to all or part of the same Property that secured the original Lien (together with improvements and accessions to such Property) and the aggregate principal amount of Debt that is secured by such Lien shall not be increased to an amount greater than the sum of:

(1) the outstanding principal amount, or, if greater, the committed amount, of the Debt secured by Liens described under clauses (a), (b), (f), (g), (j), (k), (o), (p), (t), (u), (x) and (y) of this definition, as the case may be, at the time the original Lien became a Permitted Lien under the Indenture; and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, incurred by the Company or such Restricted Subsidiary in connection with such Refinancing;

(m) judgment Liens not giving rise to a Default or Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings that may have been initiated for the review of such judgment, decree or order shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(n) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of banker's acceptances issued or credited for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods,

(o) Liens securing obligations of the Company under Hedging Obligations permitted to be Incurred under clause (f) of the second paragraph described under "−Certain Covenants−Limitation on Debt;"

(p) Liens securing reimbursement obligations with respect to commercial letters of credit that encumber cash, documents and other Property relating to such letters of credit and proceeds thereof;

(q) Liens on assets leased to the Company or a Restricted Subsidiary if such lease is properly classified as an operating lease in accordance with GAAP or is a Synthetic Lease of the Office Campus;

(r) Liens arising under consignment or similar arrangements for the sale of goods in the ordinary course of business;

(s) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

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(t) Liens securing obligations of the Company or any Restricted Subsidiary in respect of a Receivables Program, *provided* that any such Lien will be limited to the Receivables Program Assets under such Receivables Program;

(u) Liens on cash securing obligations of the Company or a Restricted Subsidiary in connection with or under a Synthetic Lease of the Office Campus;

(v) Liens in favor of the Company;

(w) Liens on Capital Stock of Unrestricted Subsidiaries;

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(x) Liens on the Office Campus to secure Debt permitted to be Incurred under clause (l) of the second paragraph of the covenant described under "−Certain Covenants−Limitation on Debt";

(y) Liens securing other Debt not exceeding $10.0 million at any time outstanding; and

(z) Liens arising out of transactions relating to tax-planning strategies of the Company and its Restricted Subsidiaries; provided, that all such transactions are between or among Restricted Subsidiaries, the Company and any trustee, transfer agent or escrow agent relating to such tax planning strategies, or any combination of the foregoing parties.

"*Permitted Refinancing Debt*" means any Debt that Refinances any other Debt, including any successive Refinancings, so long as:

(a) such Debt is in an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) not in excess of the sum of:

(1) the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) and all accrued interest then outstanding of the Debt being Refinanced; and

(2) an amount necessary to pay any fees and expenses, including premiums and defeasance costs, related to such Refinancing;

(b) the Average Life of such Debt is equal to or greater than the Average Life of the Debt being Refinanced;

(c) the Stated Maturity of such Debt is no earlier than the Stated Maturity of the Debt being Refinanced; and

(d) the new Debt shall not be senior in right of payment to the Debt that is being Refinanced, except that in the case of any Debt that Refinances the Convertible Debentures, such Debt may be senior in right of payment to the Convertible Debentures, *provided* that such Debt is subordinated or *pari passu* in right of payment to the Notes;

provided, however, that Permitted Refinancing Debt shall not include:

(x) Debt of a Subsidiary that is not a Notes Guarantor that Refinances Debt of the Company or a Notes Guarantor; or

(y) Debt of the Company or a Restricted Subsidiary that Refinances Debt of an Unrestricted Subsidiary.

"*Person*" means any individual, corporation, company (including any limited liability company), association, partnership, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"*Preferred Stock*" means any Capital Stock of a Person, however designated, which entitles the holder thereof to a preference with respect to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of any other class of Capital Stock issued by such Person.

"*Preferred Stock Dividends*" means all dividends (other than dividends paid in Capital Stock of the Company) made with respect to Preferred Stock of Restricted Subsidiaries held by Persons other than the Company or a Wholly Owned Restricted Subsidiary. The amount of

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any such dividend shall be equal to the quotient of such dividend divided by the difference between one and the maximum statutory federal income rate (expressed as a decimal number between 1 and 0) then applicable to the issuer of such Preferred Stock.

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"*pro forma*" means, with respect to any calculation made or required to be made pursuant to the terms of the Indenture, a calculation performed in accordance with Article 11 of Regulation S-X promulgated under the Securities Act, as interpreted in good faith by an Officer, or otherwise a calculation made in good faith by an Officer after consultation with the independent certified public accountants of the Company.

"*Property*" means, with respect to any Person, any interest of such Person in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including Capital Stock in, and other securities of, any other Person. For purposes of any calculation required pursuant to the Indenture, the value of any Property shall be its fair market value.

"*Purchase Money Debt*" means Debt:

(a) consisting of the deferred purchase price of Property, conditional sale obligations, obligations under any title retention agreement, other purchase money obligations and obligations in respect of industrial revenue bonds, in each case where the maturity of such Debt does not exceed the anticipated useful life of the Property being financed; or

(b) Incurred to finance all or any part of the purchase price or cost of an acquisition, construction, improvement, installation or lease by the Company or a Restricted Subsidiary of Property used in the business of the Company and its Restricted Subsidiaries, including additions and improvements thereto;

provided, however, that such Debt is Incurred within 180 days after the acquisition, construction, improvement, installation or lease of such Property by the Company or such Restricted Subsidiary.

"*Rating Agency*" means Moody's and S&P (or, if either such entity ceases to rate the Notes for reasons outside the control of the Company, then in place of that entity, any other securities rating organization nationally recognized in the United States and selected by the Company as a replacement agent).

"*Receivables Program*" means, with respect to any Person, an agreement or other arrangement or program providing for the advance of funds to such Person against the pledge, contribution, sale or other transfer or encumbrances of Receivables Program Assets of such Person or such Person and/or one or more of its Subsidiaries.

"*Receivables Program Assets*" means all of the following Property and interests in Property, including any undivided interest in any pool of any such Property or interests, whether now existing or existing in the future or hereafter arising or acquired:

(a) accounts (as defined in the Uniform Commercial Code or any similar or equivalent legislation as in effect in any applicable jurisdiction);

(b) accounts receivable, general intangibles, instruments, contract rights, documents and chattel paper (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services, no matter how evidenced, whether or not earned by performance);

(c) all unpaid sellers' or lessors' rights (including, without limitation, rescission, replevin, reclamation and stoppage in transit) relating to any of the foregoing or arising therefrom;

(d) all rights to any goods or merchandise represented by any of the foregoing;

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(e) all reserves and credit balances with respect to any such accounts receivable or account debtors;

(f) all letters of credit, security or Guarantees of any of the foregoing;

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(g) all insurance policies or reports relating to any of the foregoing;

(h) all collection or deposit accounts relating to any of the foregoing;

(i) all books and records relating to any of the foregoing;

(j) all instruments, contract rights, chattel paper, documents and general intangibles relating to any of the foregoing; and

(k) all proceeds of any of the foregoing.

"*Reference Treasury Dealer*" means Citigroup Global Markets Inc., Banc of America Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company shall substitute therefor another Primary Treasury Dealer.

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

"*Refinance*" means, in respect of any Debt, to refinance, extend, renew, defease, amend, modify, supplement, restructure, replace, refund or Repay, or to issue other Debt, in exchange or replacement for, such Debt. "Refinanced" and "Refinancing" shall have correlative meanings.

"*Repay*" means, in respect of any Debt, to repay, prepay, repurchase, redeem, legally defease or otherwise retire such Debt. "Repayment" and "Repaid" shall have correlative meanings. For purposes of the covenant described under "−Certain Covenants−Limitation on Asset Sales" and the definition of "Consolidated Interest Coverage Ratio," Debt shall be considered to have been Repaid only to the extent the related loan commitment, if any, shall have been permanently reduced in connection therewith.

"*Representative*" means the trustee, agent or representative expressly authorized to act in such capacity, if any, for an issue of Senior Debt.

"*Restricted Payment*" means:

(a) any dividend or distribution (whether made in cash, securities or other Property) declared or paid on or with respect to any shares of Capital Stock of the Company or any Restricted Subsidiary (including any such payment in connection with any merger or consolidation with or into the Company or any Restricted Subsidiary), except for any dividend or distribution that is made solely to the Company or a Restricted Subsidiary (and, if such Restricted Subsidiary is not a Wholly Owned Restricted Subsidiary, to the other shareholders of such Restricted Subsidiary on a pro rata basis or on a basis that results in the receipt by the Company or a Restricted Subsidiary of dividends or distributions of greater value than it would receive on a pro rata basis) or any dividend or distribution payable solely in shares of Capital Stock (other than Disqualified Stock) of the Company;

(b) the purchase, repurchase, redemption, acquisition or retirement for value of any Capital Stock of the Company (other than from a Restricted Subsidiary);

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(c) the purchase, repurchase, redemption, acquisition or retirement for value, prior to the earliest of the Stated Maturity or the date for any sinking fund or amortization or other installment payment, of any Subordinated Debt (other than the purchase, repurchase, redemption, acquisition or retirement of any Subordinated Debt purchased in anticipation of satisfying a payment at the earliest of the Stated Maturity, or the date of any sinking fund or amortization or other installment obligation, in each case due within one year of the date of purchase, repurchase, redemption, acquisition or retirement); or

(d) any Investment (other than Permitted Investments) in any Person.

"*Restricted Subsidiary*" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"*Restructuring Plans*" means each of the restructuring plans of the Company and its Subsidiaries as announced by the Company on (1) on October 29, 2002 in the Company's press release and earnings conference call relating to its fourth quarter ended September 28, 2002 and year-end results for fiscal 2002 and (2) on July 10, 2004 in the Company's press release and earnings call relating to its third quarter ended June 26, 2004.

"*S&P*" means Standard & Poor's Ratings Service or any successor to the rating agency business thereof.

"*Sale and Leaseback Transaction*" means any direct or indirect arrangement relating to Property now owned or hereafter acquired whereby the Company or a Restricted Subsidiary transfers such Property to another Person and the Company or a Restricted Subsidiary leases it from such Person. Neither a transaction solely between the Company and any of its Restricted Subsidiaries or between any Restricted Subsidiaries of the Company, nor a sale and leaseback transaction that is consummated within 180 days after the purchase of the assets subject to such transaction, shall be considered a Sale and Leaseback Transaction.

"*Securities Act*" means the Securities Act of 1933.

"*Senior Credit Facility*" means that $500.0 million revolving credit facility entered into among, inter alia, the Company, the Notes Guarantors, the lenders from time to time party thereto, Citibank N.A., as Initial Issuing Bank, Banc of America Securities LLC, as Syndication Agent, Citigroup Global Markets Inc. and Banc of America Securities LLC, as Joint Lead Arrangers and Joint Book Managers, Deutsche Bank Trust Company Americas, Merrill Lynch, Pierce, Fenner & Smith Incorporated and The Bank of Nova Scotia, as Co-Documentation Agents, and Citicorp, USA, Inc., as Administrative Agent, and Citibank, N.A., as Collateral Agent, including any related notes, collateral documents, letters of credit and documentation and Guarantees and any appendices, exhibits or schedules to any of the foregoing, as any or all of such agreements (or any other agreement that Refinances any or all of such agreements or any of the foregoing other agreements) may be amended, restated, modified or supplemented from time to time, or renewed, refunded, refinanced, restructured, replaced, Repaid or extended from time to time, whether with the original agents and lenders or other agents and lenders or otherwise, and whether provided under the original credit agreement or one or more other credit agreements or otherwise.

"*Senior Debt*" means:

(a) all obligations consisting of the principal, premium, if any, and accrued and unpaid interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company whether or not such post-filing interest is allowed in such proceeding) in respect of:

(1) Debt of the Company for borrowed money; and

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(2) Debt of the Company evidenced by notes, debentures, bonds or other similar instruments permitted under the Indenture for the payment of which the Company is responsible or liable;

(b) all Capital Lease Obligations of the Company and all Attributable Debt in respect of Sale and Leaseback Transactions entered into by the Company;

(c) all obligations of the Company

(1) for the reimbursement of any obligor on any letter of credit, bankers' acceptance or similar credit transaction;

(2) under Hedging Obligations; or

(3) issued or assumed as the deferred purchase price of Property and all conditional sale obligations of the Company and all obligations under any title retention agreement permitted under the Indenture; and

(d) all obligations of other Persons of the type referred to in clauses (a), (b) and (c) of this definition for the payment of which the Company is responsible or liable as Guarantor;

provided, however, that Senior Debt shall not include:

(A) Debt of the Company that is by its terms subordinate or *pari passu* in right of payment to the Notes, including any Subordinated Debt or any Senior Subordinated Debt;

(B) any Debt Incurred in violation of the provisions of the Indenture;

(C) accounts payable or any other obligations of the Company to trade creditors created or assumed by the Company in the ordinary course of business in connection with the obtaining of materials or services (including Guarantees thereof or instruments evidencing such liabilities);

(D) any liability for Federal, state, local or other taxes owed or owing by the Company;

(E) any obligation of the Company to any Subsidiary; or

(F) any obligations with respect to any Capital Stock of the Company.

"*Senior Debt*" of any Notes Guarantor has a correlative meaning to the definition of Senior Debt.

"*Senior Subordinated Debt*" of the Company means the Notes and any other subordinated Debt of the Company that specifically provides that such Debt is to rank *pari passu* with the Notes and is not subordinated by its terms to any other Subordinated Debt or other obligation of the Company which is not Senior Debt. "Senior Subordinated Debt" of any Notes Guarantor has a correlative meaning.

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"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the Commission. In no event shall an Unrestricted Subsidiary be considered a Significant Subsidiary for purposes of this definition.

"*Special Interest*" has the meaning described under "−Principal, Maturity and Interest."

"*Stated Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption or repurchase provision (but excluding any provision providing for the redemption or repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred). Notwithstanding the foregoing, in the case of the Zero Coupon Debentures, the Stated Maturity shall

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be September 12, 2005, which is the first date on which the holders of such Zero Coupon Debentures have the right to require the Company to purchase the Zero Coupon Debentures.

"*Subordinated Debt*" means any Debt of the Company or any Notes Guarantor (whether outstanding on the Issue Date or thereafter Incurred) that is subordinate or junior in right of payment to the Notes or the applicable Notes Guaranty, as the case may be, pursuant to a written agreement to that effect. No Debt of the Company or a Notes Guarantor shall be deemed to be subordinated in right of payment to any other Debt of the Company or such Notes Guarantor solely by virtue of any Liens, Guarantees, maturity of payments or structural subordination.

"*Subsidiary*" means, in respect of any Person, any corporation, company (including any limited liability company), association, partnership, joint venture or other business entity of which a majority of the total voting power of the Voting Stock is at the time owned or controlled, directly or indirectly, by:

(a) such Person;

(b) such Person and one or more Subsidiaries of such Person; or

(c) one or more Subsidiaries of such Person.

"*Suspension Period*" means any period or periods beginning on the date of a Fall-Away Event and ending on the earlier of (A) the date one or both Rating Agencies withdraw their ratings or downgrade the ratings assigned to the Notes below Investment Grade Ratings or (B) the date on which a Default or Event of Default occurs and is continuing.

"*Synthetic Lease*" means an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, for U.S. federal income tax purposes, is characterized as the indebtedness of such Person (without regard to accounting treatment) and any related documents including any refinancings, extensions, renewals, defeasance, amendments, modifications, supplements, restructuring, replacements, refundings, repayments, payments, purchases, redemptions or retirements, or the entering into of other such leases or agreements, in exchange or replacement for, such agreement or lease.

"*Total Assets*" means, as of any date of determination, the amount that would appear on a consolidated balance sheet of the Company and its consolidated Restricted Subsidiaries as the total assets.

"*Treasury Rate*" means, with respect to any redemption date, the rate per annum equal to the yield to maturity of the Comparable Treasury Issue, compounded semi-annually, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"*Unregistered Senior Debt*" means any Senior Debt of the Company or any Subsidiary that was issued in a transaction not registered under the Securities Act or which the Company has not agreed to register the resale of, or exchange for, Senior Debt in a transaction registered under the Securities Act.

"*Unrestricted Subsidiary*" means any Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution, but only to the extent that such Subsidiary at the time of such designation:

(a) is a Person with respect to which neither the Company nor any Restricted Subsidiary has an obligation to (1) subscribe for additional Capital Stock or (2) maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

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(b) has no Debt other than Debt:

(i) as to which neither the Company nor any of its Restricted Subsidiaries (A) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Debt), (B) is directly or indirectly liable as a Guarantor or otherwise, or (C) constitutes the lender; *provided, however*, the Company or a Restricted Subsidiary may loan, advance or extend credit to, or Guarantee the Debt of, an Unrestricted Subsidiary that is permitted under the covenant described under "−Certain Covenants−Limitation on Debt" and "−Certain Covenants−Limitation on Restricted Payments";

(ii) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Debt (other than the Notes, the Notes Guarantees or any Guarantee permitted by the proviso to the preceding clause (i)) of the Company or any of its Restricted Subsidiaries, in an aggregate amount greater than $50.0 million or its foreign currency equivalent at the time, to declare a default on such other Debt or cause the payment thereof to be accelerated or payable prior to its Stated Maturity; and

(iii) as to which the lenders have been notified in writing or have otherwise agreed in writing that they will not have any recourse to the stock or other Property of the Company or any Restricted Subsidiary, except for Debt that has been Guaranteed by the Company or any Restricted Subsidiary as permitted by the proviso to the preceding clause (i);

(c) does not own any Capital Stock, or hold any Lien on any Property of, the Company or any Restricted Subsidiary; and

(d) is not a party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that could reasonably be expected to be obtained at the time from any Person that is not an Affiliate of the Company or any Restricted Subsidiary.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary shall be evidenced by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted under the covenant described under "−Certain Covenants−Limitation on Restricted Payments." If at any time any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Debt of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary as of such date, and, if such Debt is not permitted to be Incurred as of such date under the covenant described under "−Certain Covenants−Limitation on Debt," the Company shall be in default of such covenant. The Board of Directors may at any time designate an Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that (1) all Liens and Debt of such Unrestricted Subsidiary outstanding immediately following such designation, would, if Incurred at such time, have been permitted to be Incurred under the Indenture, and (2) no Default or Event of Default would occur or be continuing follow such designation. The term "Unrestricted Subsidiary" shall also include any Subsidiary of an Unrestricted Subsidiary.

"*U.S. Dollar Equivalent*" means, with respect to any monetary amount in a currency other than the U.S. dollar, at or as of any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of U.S. dollars with the applicable foreign currency as quoted by Reuters (or, if Reuters ceases to provide such spot quotations, by any other reputable service as is providing such spot

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quotations, as selected by the Company) at approximately 11:00 a.m. (New York City time) on a day not more than two business days prior to such determination.

"*U.S. Government Obligations*" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"*Voting Stock*" of any Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"*Wholly Owned Restricted Subsidiary*" means, at any time, a Restricted Subsidiary all the Capital Stock of which (except directors' qualifying shares or shares required by applicable law to be held by third persons) is at such time owned, directly or indirectly, by the Company and its other Wholly Owned Restricted Subsidiaries.

"*Zero Coupon Debentures*" means the Zero Coupon Convertible Subordinated Debentures due 2020 of the Company.

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BOOK-ENTRY SYSTEM

The exchange notes will be represented by permanent global notes in definitive, fully registered book-entry form (each, a "global security") which will be registered in the name of a nominee of The Depository Trust Company, or DTC, and deposited on behalf of purchasers of the exchange notes represented thereby with the trustee as custodian for DTC for credit to the respective accounts of the purchasers (or to such other accounts as they may direct) at DTC.

You may hold your beneficial interests in a global security directly through DTC if you have an account with DTC or indirectly through organizations that have accounts with DTC (called "participants").

Ownership of beneficial interests in global security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in a global security will be shown on, and the transfer of those beneficial interests will be effected only through, records maintained by DTC (with respect to participants' interests) and such participants (with respect to the owners of beneficial interests in such global security other than participants). The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in definitive form. These limits and laws may impair the ability to transfer beneficial interests in a global security.

Payment of principal of and interest on the exchange notes represented by a global security will be made in immediately available funds to DTC or its nominee, as the case may be, as the sole registered owner and the sole holder of the notes represented thereby for all purposes under the indenture. We expect that upon receipt of any payment of principal of or interest on any global security, DTC will credit, on its book-entry registration and transfer system, the accounts of participants with payments in amounts proportionate to their respective beneficial interests in the principal or face amount of such global security as shown on the records of DTC. We expect that payments by participants or indirect participants to owners of beneficial interests in a global security held through such participants or indirect participants will be governed by standing instructions and customary practices as is now the case with securities held for customer accounts registered in "street name" and will be the sole responsibility of such participants or indirect participants.

Neither we, the trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial interests in a global security for any exchange notes or for maintaining, supervising or reviewing any records relating to such beneficial interests or for any other aspect of the relationship between DTC and its participants or indirect participants or the relationship between such participants or indirect participants and the owners of beneficial interests in a global security owning through such participants.

A global security may not be transferred except as a whole by DTC or a nominee of DTC to a nominee of DTC or to DTC. A global security is exchangeable for certificated notes only if:

> DTC notifies us that it is unwilling or unable to continue as a depositary for such global security or if at any time DTC ceases to be a "Clearing Agency" registered under the Exchange Act, and a successor depository is not appointed by us within 90 days or
>
> there shall have occurred and be continuing a default or event of default with respect to the notes represented by the global security.

Any global security that is exchangeable for certificated notes pursuant to one of the provisions set forth above will be exchanged for certificated notes in authorized denominations and registered in such names as DTC or any successor depositary holding such global security may direct. Subject to the foregoing, a global security is not exchangeable, except for a global security of like denomination to be

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registered in the name of DTC or any successor depositary or its nominee. In the event that a global security becomes exchangeable for certificated notes:

certificated notes will be issued only in fully registered form in denominations of $1,000 or integral multiples thereof,

payment of principal of, and premium, if any, and interest on, the certificated notes will be payable, and the transfer of the certificated notes will be registrable, at our office or agency maintained for such purposes, and

no service charge will be made for any registration of transfer or exchange of the certificated notes, although we may require payment of a sum sufficient to cover any tax or governmental charge imposed in connection therewith.

So long as DTC or any successor depositary for a global security, or any nominee, is the registered owner of such global security, DTC or such successor depositary or nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such global security for all purposes under the indenture and the notes. Except as set forth above, owners of beneficial interests in a global security will not be entitled to have the notes represented by such global security registered in their names, will not receive or be entitled to receive physical delivery of certificated notes in definitive form and will not be considered to be the owners or holders of any notes under such global security. Accordingly, each person owning a beneficial interest in a global security must rely on the procedures of DTC or any successor depositary, and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the indenture. We understands that under existing industry practices, in the event that we requests any action of holders or that an owner of a beneficial interest in a global security desires to give or take any action which a holder is entitled to give or take under the indenture, DTC or any successor depositary would authorize the participants holding the relevant beneficial interest to give or take such action and such participants would authorize beneficial owners owning through such participants to give or take such action or would otherwise act upon the instructions of beneficial owners owning through them.

DTC has advised the Company that DTC is:

a limited-purpose trust company organized under the laws of the State of New York,

a member of the Federal Reserve System,

a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and

a "clearing agency" registered under Section 17A of the Exchange Act.

DTC was created to hold the securities of its participants and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations some of whom, or their representatives, own DTC. Access to DTC's book-entry system is also available to others, such as banks, brokers, dealers and trust companies, called indirect participants, that clear through or maintain a custodial relationship with a participant, either directly or indirectly. According to DTC, the foregoing information with respect to DTC has been provided to the industry for informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

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Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in global securities among participants of DTC, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither we nor the trustee will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

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EXCHANGE OFFER; REGISTRATION RIGHTS

Sanmina-SCI and the notes guarantors entered into a registration rights agreement with the initial purchasers in connection with the initial private placement of the notes. Under this registration rights agreement, Sanmina-SCI and the notes guarantors have agreed to consummate the exchange offer in this prospectus. For details regarding the exchange offer, see "The Exchange Offer."

In the event that:

(1) applicable interpretations of the staff of the SEC do not permit us to effect the registered exchange offer;

(2) for any other reason

the registration statement of which this prospectus forms a part, the "exchange offer registration statement," is not declared effective within 180 days after the date of the original issuance of the notes, or

the registered exchange offer is not consummated within 215 days after the original issuance of the original notes,

(3) the initial purchasers so request with respect to notes held by them that are not eligible to be exchanged for exchange notes in the registered exchange offer; or

(4) any holder of notes (other than an initial purchaser) notifies us in writing that:

it is not eligible to participate in the registered exchange offer, or

it may not resell the exchange notes to be acquired by it in the registered exchange offer to the public without delivering a prospectus and the prospectus contained in the exchange offer registration statement is not appropriate for such resales by such holder,

then we will, at our cost, use our reasonable efforts to:

(1) as promptly as practicable and, in any event, no later than 45 days after we become aware that such filing obligation arises, file with the SEC a shelf registration statement covering resales of all transfer restricted notes (as defined in the registration rights agreement) the holders of which have provided the selling stockholder information;

(2) cause the shelf registration statement to be declared effective under the Securities Act no later than 90 days after the filing of the shelf registration statement; and

(3) keep the shelf registration statement continuously effective, subject to certain exceptions, until the earlier of:

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two years or such shorter period as may be established by any amendment to the two-year period set forth in Rule 144(k) under the Securities Act following the date of original issuance of the original notes; or

the date immediately following the date that all transfer restricted notes covered by the shelf registration statement have been sold pursuant thereto or otherwise cease to be transfer restricted notes, which we refer to as the effectiveness period.

In the case of original notes that are transfer restricted notes, we will, in the event a shelf registration statement is filed, among other things, provide to each holder for whom such shelf registration statement was filed copies of the prospectus that is a part of the shelf registration statement, notify each such holder when the shelf registration statement has become effective and take certain other actions as are reasonably required to permit unrestricted resales within the United States of the transfer restricted notes. A holder selling transfer restricted notes pursuant to the shelf

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registration statement generally would be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreements which are applicable to such holder, including indemnification obligations.

We may require each holder requesting to be named as a selling security holder in the shelf registration statement to furnish to us such information, or the selling stockholder information, regarding the holder and the distribution of the notes by the holder as we may from time to time reasonably require for the inclusion of the holder in the shelf registration statement. We may refuse to name as a selling security holder any holder that fails to provide us with the selling stockholder information.

If:

(1) on or prior to the 90th day following the date of the original issuance of the notes, an exchange offer registration statement has not been filed with the SEC or the shelf registration statement has not been filed with the SEC on or prior to the 45th day following the date the obligation to file such shelf registration statement arises;

(2) on or prior to the 180th day following the date of original issuance of the original notes, the exchange offer registration statement has been filed but has not been declared effective or on or prior to the 90th day following the date of filing the shelf registration statement, the shelf registration statement has not been declared effective;

(3) on or prior to the 215th day following the date of original issuance of the original notes, neither the registered exchange offer has been consummated nor the shelf registration statement if filed has been declared effective; or

(4) after either the exchange offer registration statement or the shelf registration statement has been declared effective, such registration statement thereafter ceases to be effective or usable, subject to certain exceptions in connection with resales of notes in accordance with and during the periods specified in the registration rights agreement, with each such event referred to in clauses (1) through (4), as registration default,

then interest, which we refer to as special interest, will accrue on the principal amount of the applicable notes which have not been registered and the applicable exchange notes specified in clause (4) above (in addition to the stated interest on the notes specified in clause (4) above) from and including the date on which any such registration default shall occur to but excluding the date on which all registration defaults have been cured. Special interest will accrue at a rate of 0.25% per annum during the 90-day period immediately following the occurrence of such registration default and shall increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event shall such rate exceed 1.00% per annum. We will pay special interest, if any, on regular interest payment dates in the same manner as other interest. We will not pay special interest with respect to more than one registration default at a time.

No holder of notes that, in either case, are not transfer restricted notes shall be entitled to special interest payable in connection with the shelf registration statement unless and until such holder shall have provided to us the selling stockholder information reasonably requested from the holder by us for use in connection with the shelf registration statement.

The summary herein of certain provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the registration rights agreement, a copy of which has been filed as an exhibit to this exchange offer registration statement.

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DESCRIPTION OF MATERIAL DEBT

The following summary of the principal terms of the instruments governing our material debt does not purport to be a complete description of all of the terms of these instruments and may not contain all of the information that may be important to you.

10.375% Senior Secured Notes due January 2010. On December 23, 2002, we issued $750.0 million in aggregate principal amount of 10.375% Senior Secured Notes due January 15, 2010, or the original notes, in a private placement to qualified institutional buyers. The original notes were issued pursuant to an indenture, dated as of December 23, 2002, among us, the notes guarantors (as defined in the indenture) and State Street Bank and Trust Company of California, N.A., as trustee. In July 2003, we completed an exchange offer pursuant to which substantially all of the original notes were exchanged for notes registered under the Securities Act that we refer to as the 10.375% Senior Secured Notes. The 10.375% Senior Secured Notes evidence the same debt as the original notes and are issued under and entitled to the benefits of the same indenture that governed the original notes except that they are not subject to transfer restrictions.

Interest on the 10.375% Senior Secured Notes is payable semi-annually on each January 15 and July 15. The 10.375% Senior Secured Notes are fully and unconditionally guaranteed on a senior basis by substantially all of our United States subsidiaries and are secured by a second priority security interest in:

substantially all of our assets;

substantially all of the assets of our United States subsidiaries, with limited exceptions;

a pledge of all capital stock of substantially all of our United States subsidiaries, with limited exceptions;

a pledge of 65% of the capital stock of certain of our and our United States subsidiaries' first-tier foreign subsidiaries, with limited exceptions; and

mortgages on certain domestic real estate.

We may redeem the 10.375% Senior Secured Notes, in whole or in part, at any time prior to January 15, 2007 at a redemption price equal to the principal amount plus accrued interest to but excluding the redemption date plus a make-whole premium specified in the indenture. Beginning on January 15, 2007, we may redeem the notes, in whole or in part, at a redemption price of 105.188% if redeemed during the 12-month period beginning January 15, 2007, 102.594% if redeemed during the 12-month period beginning January 15, 2008 and 100.000% on and after January 15, 2009. In addition, prior to January 15, 2006, we may redeem up to a maximum of 35% of the aggregate principal amount of the 10.375% Senior Secured Notes with the net proceeds of certain equity offerings specified in the indenture at a redemption price equal to 110.375%, plus accrued and unpaid interest to but excluding the redemption date.

The holders of the 10.375% Senior Secured Notes may require us to repurchase the 10.375% Senior Secured Notes upon the occurrence of a change of control as defined in the indenture for the 10.375% Senior Secured Notes.

The indenture includes covenants that, among other things, limit in certain respects our ability and the ability of our restricted subsidiaries to:

incur additional debt, including guarantees by our restricted subsidiaries:

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make investments and other restricted payments, pay dividends on our capital stock, or redeem or repurchase our capital stock or subordinated obligations, subject to certain exceptions;

create specified liens;

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sell assets;

create or permit restrictions on the ability of our restricted subsidiaries to pay dividends or make other distributions to us;

engage in transactions with affiliates;

engage in sale and leaseback transactions;

consolidate or merge with or into other companies or sell all or substantially all of our assets; and

amend the security documents relating to the collateral.

In the event that we obtain the investment grade rating specified in the indenture and certain other conditions are met, the collateral securing the 10.375% Senior Secured Notes will be permanently released, and we will no longer be required to comply with certain of the indenture covenants specified above for as long as we retain the investment grade rating specified in the indenture.

Zero Coupon Convertible Subordinated Debentures Due 2020. On September 12, 2000, we issued $1.66 billion in aggregate principal amount at maturity of Zero Coupon Convertible Subordinated Debentures due September 12, 2020, or the Zero Coupon Debentures, pursuant to an indenture, dated as of September 12, 2000, between us and Wells Fargo Bank, N.A., as successor by merger to Wells Fargo Bank Minnesota, National Association, as trustee. The Zero Coupon Debentures were issued at an issue price of $452.89 per debenture. The Zero Coupon Debentures accrue original issue discount, and as a result, we do not pay interest on the Zero Coupon Debentures prior to maturity. The issue price of each debenture represents a yield to maturity of 4% per year, computed on a semi-annual basis. The Zero Coupon Debentures are subordinated to the prior payment of all senior debt, as defined in the indenture. The Zero Coupon Debentures are currently convertible into our common stock, at the option of the holder, at a ratio of approximately 6.4826 shares per $1,000 principal amount at maturity subject to adjustment in certain events. The Zero Coupon Debentures are redeemable at our option on or after September 12, 2005 at an aggregate purchase price equal to the issue price plus accrued original issue discount through the redemption date. The Zero Coupon Debentures are also subject to repurchase, at the option of the holder, on September 12, 2005, September 12, 2010, and September 12, 2015 at $552.08, $672.98, and $820.35, respectively, per $1,000 principal amount at maturity of the Zero Coupon Debentures. At our option, and subject to certain conditions, we may elect to pay the repurchase price in cash or shares of our common stock.

The holders of the Zero Coupon Debentures may require us to repurchase the Zero Coupon Debentures upon the occurrence of any transaction or event (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise) in connection with which all or substantially all of our common stock is exchanged for, converted into, acquired for or constitutes solely the right to receive, consideration which is not all or substantially all common stock that:

is listed on, or immediately after the transaction or event will be listed on, a United States national securities exchange; or

is approved, or immediately after the transaction or event will be approved, for quotation on the Nasdaq National Market or any similar United States system of automated dissemination of quotations of securities prices.

On March 25, 2005, we completed a tender offer for approximately $400 million accreted value of Zero Coupon Debentures at a tender price of $543.75 per $1,000 principal amount at maturity.

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3% Convertible Subordinated Notes due 2007. On March 15, 2000, SCI issued $575.0 million aggregate principal amount of its 3% Convertible Subordinated Notes due March 15, 2007, or the 3%

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Notes, pursuant to an indenture, dated as of March 15, 2000, between SCI and Bank One Trust Company, National Association, as trustee. Interest on the 3% Notes is payable semi-annually on each March 15 and September 15. In connection with our acquisition of SCI, we entered into a supplemental indenture with respect to the 3% Notes providing a guaranty for the 3% Notes and allowing for the conversion of the 3% Notes into shares of our common stock at a conversion price of $41.35 per share, subject to adjustment in certain events. The 3% Notes, including the guarantee thereof, are subordinated in right of payment to all existing and future senior debt, as defined in the indenture. The 3% Notes are redeemable at SCI's option at any time on or after March 20, 2003 at a purchase price equal to 101.71% of the outstanding aggregate principal amount of the 3% Notes plus accrued interest thereon, with such purchase price declining ratably until maturity.

The holders of the 3% Notes may require us to repurchase the 3% Notes upon the occurrence of a termination of trading or a change of control. A termination of trading will be deemed to have occurred if our common stock is not (or other securities into which the 3% Notes are convertible are not):

listed for trading on a United States national securities exchange; or

approved for trading on the Nasdaq National Market or other established automated over-the-counter trading market in the United States.

A change of control will be deemed to have occurred if any of the following occurs:

any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of shares representing more than 50% of the combined voting power of then outstanding securities entitled to vote generally in the election of our directors;

we consolidate with or merge into another person, or any other person merges into us, and in any such event our outstanding common stock is reclassified into or exchanged for any other property or securities, other than pursuant to a transaction in which our stockholders immediately before such transaction own, directly or indirectly shares of our voting stock representing:

at least a majority of the combined voting power of then outstanding securities entitled to vote generally in the election of directors of the corporation resulting from such transaction, and

substantially the same respective proportions of the corporation resulting from such transaction as their ownership of our voting stock immediately before such transaction;

we and our subsidiaries, taken as a whole, sell, assign, convey, transfer or lease all or substantially all of our asset or our assets and assets of our subsidiaries, taken as whole, other than pursuant to sale, assignment, conveyance, transfer or lease to one or more of our wholly-owned subsidiaries; or

individuals who on March 15, 2000 constituted our board of directors, together with any new director whose election or nomination for election was approved by a majority of our directors then in office who were previously either our directors on March 15, 2000 or whose election or nomination for election was so previously approved, cease for any reason to constitute a majority of our board of directors or the board of directors of our successor corporation.

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However, a change of control will not be deemed to have occurred, under the first three bullets above, if either:

the last sales price of our common stock for any five trading days during the ten consecutive trading days immediately (a) after the later of the occurrence or public announcement of a change of control under the first bullet above, or (b) preceding a change of control under the

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second or third bullet above, in any such event, is at least equal to 105% of the conversion price in effect on such day; or

if at least 90% of the consideration in the change of control transaction consists of shares of capital stock traded on a United States national securities exchange or quoted on the Nasdaq National Market or other established automated over-the-counter trading market in the United States and as a result of such transaction, the 3% Notes become convertible solely into such capital stock.

Senior Secured Credit Facility. On October 26, 2004, we entered into a senior secured credit facility providing for a $500 million revolving credit facility, with a $150 million letter of credit sub-limit, terminating on October 26, 2007. There is currently $500 million available to us for borrowing under the senior secured credit facility.

Our obligations under the credit facility are secured, subject to permitted liens, by a first priority security interest in:

substantially all of our assets;

substantially all of the assets of our United States subsidiaries, with limited exceptions;

a pledge of all capital stock of substantially all of our United States subsidiaries, with limited exceptions;

a pledge of 65% of the capital stock of certain of our and our United States subsidiaries' first-tier foreign subsidiaries, with limited exceptions; and

mortgages on certain domestic real estate.

All of our domestic subsidiaries guaranteed, and our future domestic subsidiaries will guarantee, the obligations under the credit facility, subject to some limited exceptions. Each subsidiary guarantee under the credit facility is secured, subject to permitted liens, by a security interest in substantially all of the assets of each subsidiary guarantor, as well as a pledge of the stock of such subsidiary's domestic subsidiaries and a pledge of 65% of the stock of such subsidiary's first tier foreign subsidiaries, subject in each case to limited exceptions. In addition, we and certain of our subsidiaries have granted mortgages on real property to secure the obligations under the credit agreement and guarantees. The credit facility provides for the collateral to be released at such time as our 10.375% Senior Secured Notes due January 15, 2010 have been paid in full, our long-term unsecured noncredit enhanced debt shall be rated not less than BB by Standard & Poor's and Ba2 by Moody's and we are in pro forma compliance with the covenants contained in the credit facility.

The credit facility requires us to comply with a fixed charge coverage ratio and a leverage ratio. Additionally, the credit facility contains numerous affirmative covenants, including covenants regarding the payment of taxes and other obligations, maintenance of insurance, reporting requirements and compliance with applicable laws and regulations. Further, the credit facility contains negative covenants limiting our ability and the ability of our subsidiaries, among other things, to incur debt, grant liens, make acquisitions, make certain restricted payments, sell assets and enter into sale and leaseback transactions. The events of default under the credit facility include payment defaults, cross defaults with certain other indebtedness, breaches of covenants and bankruptcy events.

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IMPORTANT U.S. FEDERAL INCOME TAX CONSIDERATIONS

This section summarizes certain material U.S. federal income tax considerations relating to the exchange offer. This summary does not provide a complete analysis of all potential tax considerations. The information provided below is based on existing authorities. These authorities may change, or the Internal Revenue Service (the "IRS") or a court might interpret the existing authorities differently, possibly on a retroactive basis. In either case, the tax consequences of purchasing, owning or disposing of notes could differ from those described below. The summary generally applies only to "U.S. Holders" that hold the notes as "capital assets" (generally, for investment). For this purpose, U.S. Holders include citizens or residents of the U.S. and corporations organized under the laws of the U.S. or any state. Trusts are U.S. Holders if they are subject to the primary supervision of a U.S. court and the control of one of more U.S. persons, and estates are U.S. Holders if their income is subject to U.S. income tax regardless of its source. For U.S. federal income tax purposes, income earned through a foreign or domestic partnership or other flow-through entity is attributed to its owners. Accordingly, if a partnership or other flow-through entity holds notes, the tax treatment of a holder will generally depend on the status of the partner or other owner and the activities of the partnership or other entity. The summary generally does not address tax considerations that may be relevant to particular investors because of their specific circumstances, or because they are subject to special rules. Finally, the summary does not describe the effect of the U.S. federal estate and gift tax laws or the effects of any applicable foreign, state, or local laws.

Investors should consult their own tax advisors regarding the application of the U.S. federal income tax laws to their particular situations and the consequences of federal estate and gift tax laws, foreign, state and local laws, and tax treaties.

The exchange of original notes for exchange notes pursuant to the exchange offer will not be a taxable exchange for U.S. federal income tax purposes. Accordingly, a holder should have the same adjusted basis and holding period in the exchange notes as the holder had in the original notes immediately before the exchange.

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PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 180 days after consummation of this exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer that requests it in the letter of transmittal for use in connection with any such resale. In addition, until , 200 , all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of exchange notes by brokers-dealers or any other persons. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit of any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

We have agreed to pay all expenses incident to this exchange offer other than commissions or concessions of any brokers or dealers and will indemnify the holders of the original notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

The broker-dealer further acknowledges and agrees that, upon receipt of notice from us of the happening of any event which makes any statement in the prospectus untrue in any material respect or which requires the making of any changes in the prospectus to make the statements in the prospectus not misleading, which notice we agree to deliver promptly to the broker-dealer, the broker-dealer will suspend use of the prospectus until we have notified the broker-dealer that delivery of the prospectus may resume and have furnished copies of any amendment or supplement to the prospectus to the broker-dealer.

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LEGAL MATTERS

Certain legal matters relating to the validity of the notes offered hereby will be passed upon for us by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California. Mario M. Rosati, a member of our board of directors and Christopher D. Mitchell, our secretary, are members of Wilson Sonsini Goodrich & Rosati, Professional Corporation. Certain legal matters relating to the existence and corporate power of, and the due authorization, execution and delivery of the Notes Guarantees by the Notes Guarantors organized in Alabama, Colorado, Massachusetts, North Carolina and Wisconsin will be passed on for us by Deutsch Williams Brooks DeRensis & Holland, P.C., Holland & Hart LLP, and Rayburn Cooper & Durham, P.A.

EXPERTS

The consolidated financial statements of Sanmina-SCI Corporation as of October 2, 2004, and September 27, 2003, and for each of the years in the three-year period ended October 2, 2004, and financial statement schedule have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the October 2, 2004, consolidated financial statements refers to the company's adoption of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets" on September 30, 2001.

WHERE YOU CAN FIND MORE INFORMATION

This prospectus, which constitutes a part of the registration statement on Form S-4 that we have filed with the SEC under the Securities Act, does not contain all the information set forth in the registration statement, certain parts of which are omitted in accordance with the rules and regulations of the SEC. We are referring you to the registration statement and to the exhibits for further information with respect to us and the exchange notes. The statements contained in this prospectus concerning the provisions of any document are not necessarily complete, and, in each instance, we refer you to the copy of such document filed as an exhibit to the registration statement or otherwise filed with the SEC. Each such statement is qualified in its entirety by such reference.

We are subject to the informational requirements of the Exchange Act and, in accordance therewith, we file annual, quarterly and current reports, proxy statements and other information with the SEC. Such reports, proxy statements and other information may be inspected and copied at the public reference facilities maintained by the SEC at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. You may also obtain copies of such material by mail from the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Please call the SEC at 1-800-SEC-0330 for more information on the public reference rooms. You can also find our SEC reports at the SEC website (http://www.sec.gov). Such reports, proxy statements and other documents and information concerning us are also available for inspection at the offices of Nasdaq, 1735 K Street, N.W., Washington D.C. 20006.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

We are filing with the SEC a registration statement on Form S-4 relating to the exchange notes. This prospectus is a part of the registration statement, but the registration statement includes additional information and also attaches exhibits that are referenced in this prospectus. In addition, as allowed by the SEC's rules, this prospectus incorporates by reference important business and financial information about us that is not included or delivered with this prospectus.

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We have filed the following documents with the SEC which are incorporated into this prospectus by reference:

(1) Our annual report on Form 10-K for the year ended October 2, 2004, including the information incorporated by reference from our proxy statement relating to our annual meeting of stockholders; and

(2) Our quarterly report on Form 10-Q for the quarter ended January 1, 2005.

All documents subsequently filed by Sanmina-SCI pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and prior to the termination of the offering of the exchange notes offered by this prospectus shall be deemed to be incorporated by reference into this prospectus and to be a part of this prospectus from the date of filing of such document. Any statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may request a free copy of any of our filings with the SEC by writing or telephoning Sanmina-SCI at Sanmina-SCI Corporation, 2700 North First Street, San Jose, California 95134, (408) 964-3500. **In order to obtain timely delivery of such documents, holders of original notes must request this information no later than five business days prior to the expiration date of the exchange offer for the original notes.**

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$400,000,000

Offer To Exchange

$6^{3}/_{4}$% Senior Subordinated Notes due 2013

Registered under the Securities Act

for

All Outstanding $6^{3}/_{4}$% Senior Subordinated Notes due 2013

of

Sanmina-SCI Corporation

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 180 days after consummation of this exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer that requests it in the letter of transmittal for use in connection with any such resale. In addition, until , 2005, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

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PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. *Indemnification of Directors and Officers*

Section 145 of the Delaware General Corporation Law permits a corporation to include in its charter documents, and in agreements between the corporation and its directors and officers, provisions expanding the scope of indemnification beyond that specifically provided by the current law.

Article VIII of the Registrant's Certificate of Incorporation provides for the indemnification of directors to the fullest extent permissible under Delaware Law.

Article VI of the Registrant's Bylaws provides for the indemnification of officers, directors and third parties acting on behalf of the corporation if such person acted in good faith and in a manner reasonably believed to be in and not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, the indemnified party had no reason to believe his conduct was unlawful.

The Registrant has entered into indemnification agreements with its directors and executive officers, in addition to indemnification provided for in the Registrant's Bylaws, and intends to enter into indemnification agreements with any new directors and executive officers in the future.

The general effect of Section 145 of the Delaware General Corporation Law, Sanmina-SCI's charter documents and the indemnification agreements is to provide indemnification to officers and directors for liabilities that may arise by reason of their status as officers or directors, other than liabilities arising from willful or intentional misconduct, acts or omissions not in good faith, unlawful distributions of corporate assets or transactions from which the officer or director derived an improper personal benefit.

There is no litigation pending or, to the best of Sanmina-SCI's knowledge, threatened which might or could result in a claim for indemnification by a director or officer.

Item 21. *Exhibits and Financial Statement Schedules*

(a) *Exhibits*

The following is a list of all exhibits filed as a part of this registration statement on Form S-4, including those incorporated by reference:

Exhibit Number	Description of Exhibit	If Incorporated by Reference, Document with which Exhibit was Contained herein with SEC
3.1	Restated Certificate of Incorporation of the Company, dated January 31, 1996	Exhibit 3.2 to the Company's Report on Form 10-K for the fiscal year ended September 30, 1996, SEC File No. 000-21272, filed with the Securities and Exchange Commission ("SEC") on December 24, 1996
3.1.1	Certificate of Amendment of the Restated Certificate of Incorporation of the Company, dated March 9, 2001	Exhibit 3.1(a) to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2001, filed with the SEC on May 11, 2001

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3.1.2	Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock of Company, dated May 29, 2001	Exhibit 3.1.2 to the Company's Registration Statement on Form S-4 filed with the SEC on August 10, 2001
3.1.3	Certificate of Amendment of the Restated Certificate of Incorporation of the Company, dated December 7, 2001	Exhibit 3.1.3 to the Company's Report on Form 10-K for the fiscal year ended September 29, 2001, filed with the SEC on December 21, 2001
3.1.4	Articles of Incorporation of Compatible Memory, Inc., filed with the California Secretary of State on July 14, 1997	Exhibit 3.1.14 to the Company's Registration Statement No. 333-103947
3.1.5	Articles of Incorporation of SCI Systems (Alabama), Inc., filed with the Alabama Secretary of State on January 4, 1988	Exhibit 3.1.15 to the Company's Registration Statement No. 333-103947
3.1.6	Articles of Amendment to the Articles of Incorporation of SCI Systems (Alabama), Inc. changing its name to Sanmina-SCI Systems (Alabama) Inc., filed with the Alabama Secretary of State on October 22, 2002	Exhibit 3.1.16 to the Company's Registration Statement No. 333-103947
3.1.7	Statement of Change of Registered Office or Registered Agent, or Both of SCI Systems (Alabama), Inc., filed with the Alabama Secretary of State on February 12, 1990	Exhibit 3.1.17 to the Company's Registration Statement No. 333-103947
3.1.8	Articles of Incorporation of SCI Enclosures (Denton), Inc., filed with the Texas Secretary of State on June 12, 2001	Exhibit 3.1.29 to the Company's Registration Statement No. 333-103947
3.1.9	Articles of Merger of Hartzell Manufacturing, Incorporated with and into SCI Enclosures (Denton), Inc., filed with the Texas Secretary of State on June 29, 2001	Exhibit 3.1.30 to the Company's Registration Statement No. 333-103947
3.1.10	Assumed Name Certificate for Filing with the Secretary of State, of SCI Enclosures (Denton), Inc., filed with the Texas Secretary of State on August 24, 2001	Exhibit 3.1.31 to the Company's Registration Statement No. 333-103947
3.1.11	Articles of Amendment to the Articles of Incorporation of SCI Enclosures (Denton), Inc. changing its name to Sanmina-SCI Systems Enclosures (Denton) Inc., filed with the Texas Secretary of State on December 23, 2003	Contained herein
3.1.12	Articles of Incorporation of Scimex, Inc., as filed with the Alabama Secretary of State on March 24, 1987	Exhibit 3.1.32 to the Company's Registration Statement No. 333-103947

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3.1.13	Statement of Change of Registered Office or Registered Agent, or Both of Scimex, Inc., filed with the Alabama Secretary of State on February 12, 1990	Exhibit 3.1.33 to the Company's Registration Statement No. 333-103947
3.1.14	Amended and Restated Certificate of Incorporation of Zycon Corporation, filed with the Delaware Secretary of State on January 10, 1997	Exhibit 3.1.34 to the Company's Registration Statement No. 333-103947
3.1.15	Certificate of Amendment of Amended and Restated Certificate of Incorporation of Zycon Corporation changing its name to Hadco Santa Clara, Inc., filed with the Delaware Secretary of State on July 10, 1997	Exhibit 3.1.35 to the Company's Registration Statement No. 333-103947
3.1.16	Articles of Incorporation of Devtek Electronic Enclosures U.S.A. Inc., filed with the North Carolina Secretary of State on July 3, 1995	Exhibit 3.1.36 to the Company's Registration Statement No. 333-103947
3.1.17	Articles of Amendment of Devtek Electronic Enclosures U.S.A. Inc. changing its name to Sanmina Enclosure Systems USA Inc., filed with the North Carolina Secretary of State on December 29, 2003	Exhibit 3.1.37 to the Company's Registration Statement No. 333-103947
3.1.18	Articles of Amendment to the Articles of Incorporation of Sanmina Enclosure Systems (USA) Inc. changing its name to Sanmina-SCI Enclosures USA Inc., filed with the North Carolina Secretary of State on December 29, 2003	Contained herein
3.1.19	Articles of Incorporation of SCI Technology, Inc., filed with the Alabama Secretary of State on May 9, 1984	Exhibit 3.1.38 to the Company's Registration Statement No. 333-103947
3.1.20	Statement of Change of Registered Office or Registered Agent, or Both of SCI Technology, Inc., filed with the Alabama Secretary of State on April 1, 1987	Exhibit 3.1.39 to the Company's Registration Statement No. 333-103947
3.1.21	Statement of Change of Registered Office or Registered Agent, or Both of SCI Technology, Inc., filed with the Alabama Secretary of State on February 12, 1990	Exhibit 3.1.40 to the Company's Registration Statement No. 333-103947
3.1.22	Articles of Merger of SCI Systems Colorado, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on June 29, 1998	Exhibit 3.1.41 to the Company's Registration Statement No. 333-103947

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3.1.23	Articles of Merger of AWI, Colorado Manufacturing Technology, Inc. and SCI Manufacturing, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on January 31, 1990	Exhibit 3.1.42 to the Company's Registration Statement No. 333-103947
3.1.24	Articles of Merger of SCI/ EOG Holdings, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on June 29, 2001 (effective June 30, 2001)	Exhibit 3.1.43 to the Company's Registration Statement No. 333-103947
3.1.25	Articles of Merger of EOG, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on June 29, 2001 (effective June 30, 2001)	Exhibit 3.1.44 to the Company's Registration Statement No. 333-103947
3.1.26	Amended and Restated Articles of Incorporation of Viking Components Incorporated, filed with the California Secretary of State on December 17, 2002	Exhibit 3.1.48 to the Company's Registration Statement No. 333-103947
3.1.27	Certificate of Approval of Agreement of Merger between Viking Components Incorporated and Interworks Computer Products, Inc., filed with the California Secretary of State on September 27, 2003	Contained herein
3.1.28	Certificate of Amendment of the Articles of Incorporation of Viking Components Incorporated changing its name to Viking Interworks Inc., filed with the California Secretary of State on December 24, 2003	Contained herein
3.1.29	Restated Articles of Organization of Hadco Corporation, filed with the Massachusetts Secretary of State on March 1, 1989	Exhibit 3.1.54 to the Company's Registration Statement No. 333-103947
3.1.30	Articles of Merger of Parent and Subsidiary Corporations of Hadco Corporation, filed with the Massachusetts Secretary of State on July 1, 1997	Exhibit 3.1.55 to the Company's Registration Statement No. 333-103947
3.1.31	Articles of Amendment of Hadco Corporation, filed with the Massachusetts Secretary of State on March 4, 1998	Exhibit 3.1.56 to the Company's Registration Statement No. 333-103947

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3.1.32	Articles of Merger of SANM Acquisition Subsidiary, Inc. with and into Hadco Corporation, filed with the Massachusetts Secretary of State on June 23, 2000	Exhibit 3.1.57 to the Company's Registration Statement No. 333-103947
3.1.33	Articles of Merger of Parent and Subsidiary Corporations of Hadco Corporation, filed with the Massachusetts Secretary of State on September 28, 2001	Exhibit 3.1.58 to the Company's Registration Statement No. 333-103947
3.1.34	Restated Certificate of Incorporation of SCI Systems, Inc., attached as Exhibit A to Certificate of Merger of Sun Acquisition Subsidiary, Inc. with and into SCI Systems, Inc., filed with the Delaware Secretary of State on December 6, 2001	Exhibit 3.1.59 to the Company's Registration Statement No. 333-103947
3.1.35	Certificate of Merger merging Sanmina Canada Holdings, Inc. with and into SCI Systems, Inc., filed with the Delaware Secretary of State on September 25, 2003	Contained herein
3.1.36	Certificate of Incorporation of SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on July 13, 1984	Exhibit 3.1.60 to the Company's Registration Statement No. 333-103947
3.1.37	Certificate of Amendment of Certificate of Incorporation of SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on May 17, 1985	Exhibit 3.1.61 to the Company's Registration Statement No. 333-103947
3.1.38	Certificate of Ownership and Merger merging SCI U.K. Trading, Inc. into SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on November 9, 1987	Exhibit 3.1.62 to the Company's Registration Statement No. 333-103947
3.1.39	Certificate for Renewal and Revival of Certificate of Incorporation of SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on March 24, 1993	Exhibit 3.1.63 to the Company's Registration Statement No. 333-103947
3.1.40	Certificate of Amendment of Certificate of Incorporation of SCI U.K. Holding, Inc. changing its name to SCI Holdings, Inc., filed with the Delaware Secretary of State on March 24, 1993	Exhibit 3.1.64 to the Company's Registration Statement No. 333-103947
3.1.41	Certificate of Amendment to the Certificate of Incorporation of SCI Holdings, Inc. changing its name to Sanmina-SCI Systems Holdings, Inc., filed with the Delaware Secretary of State on December 23, 2003	Contained herein

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3.1.42	Certificate of Incorporation of Interagency, Inc., filed with the Delaware Secretary of State on July 3, 1973	Exhibit 3.1.65 to the Company's Registration Statement No. 333-103947
3.1.43	Sixth Amended and Restated Certificate of Incorporation of Newisys, Inc., filed with the Delaware Secretary of State on October 24, 2002	Contained herein
3.1.44	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Newisys, Inc., filed with the Delaware Secretary of State on July 16, 2003	Contained herein
3.1.45	Certificate of Merger merging Aspen Acquisition Subsidiary, Inc. with and into Newisys, Inc., filed with the Delaware Secretary of State on July 21, 2003	Contained herein
3.1.46	Articles of Organization of SCI Plant No. 5, L.L.C., filed with the Alabama Secretary of State on August 16, 1999	Exhibit 3.1.10 to the Company's Registration Statement No. 333-103947
3.1.47	Articles of Organization of SCI Plant No. 22, L.L.C., filed with the Colorado Secretary of State on March 31, 2000	Exhibit 3.1.19 to the Company's Registration Statement No. 333-103947
3.1.48	Certificate of Formation of Sanmina General, L.L.C., filed with the Delaware Secretary of State on December 30, 1999	Exhibit 3.1.46 to the Company's Registration Statement No. 333-103947
3.1.49	Certificate of Formation of Sanmina Limited, L.L.C., filed with the Delaware Secretary of State on December 30, 1999	Exhibit 3.1.47 to the Company's Registration Statement No. 333-103947
3.1.50	Articles of Conversion of Sanmina Cable Systems, Inc. into Sanmina Texas, L.P., filed with the Texas Secretary of State on January 5, 2000	Exhibit 3.1.49 to the Company's Registration Statement No. 333-103947
3.1.51	Assumed Name Certificate for Incorporated Business or Profession, Limited Partnership, Registered Limited Liability Partnership or Limited Liability Company of Sanmina Texas, L.P., filed with the Texas Secretary of State on January 7, 2000	Exhibit 3.1.50 to the Company's Registration Statement No. 333-103947
3.1.52	Statement of Change of Address of Registered Agent of Sanmina Texas, L.P., filed with the Texas Secretary of State on April 26, 2004	Contained herein

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3.2	Amended and Restated By-Laws of the Company, dated December 7, 2001	Exhibit 3.2 to the Company's Report on Form 10-K for the fiscal year ended September 28, 2002, filed with the SEC on December 4, 2002
3.2.1	Amended and Restated Bylaws of Compatible Memory, Inc., effective as of November 25, 2002	Exhibit 3.2.5 to the Company's Registration Statement No. 333-103947
3.2.2	By-Laws of SCI Systems (Alabama), Inc., effective as of October 29, 1993	Exhibit 3.2.6 to the Company's Registration Statement No. 333-103947
3.2.3	Bylaws of Newisys, Inc., effective as of July 1, 2003	Contained herein
3.2.4	Amended and Restated Bylaws of SCI Enclosures (Denton), Inc., effective as of November 25, 2002	Exhibit 3.2.10 to the Company's Registration Statement No. 333-103947
3.2.5	Amended and Restated Bylaws of Scimex, Inc., effective as of September 15, 2003	Contained herein
3.2.6	Amended and Restated Bylaws of Hadco Santa Clara, Inc., effective as of November 25, 2002	Exhibit 3.2.12 to the Company's Registration Statement No. 333-103947
3.2.7	Bylaws of Sanmina Enclosure Systems USA Inc., effective as of December 19, 2002	Exhibit 3.2.13 to the Company's Registration Statement No. 333-103947
3.2.8	Amended and Restated Bylaws of SCI Systems, Inc., effective as of September 15, 2003.	Contained herein
3.2.9	Amended and Restated By-Laws of SCI Technology, Inc.	Exhibit 3.2.14 to the Company's Registration Statement No. 333-103947
3.2.10	Amended and Restated Bylaws of Viking Components Incorporated, effective as of November 25, 2002	Exhibit 3.2.18 to the Company's Registration Statement No. 333-103947
3.2.11	By-Laws of Hadco Corporation, effective as of June 23, 2000	Exhibit 3.2.21 to the Company's Registration Statement No. 333-103947
3.2.12	Amended and Restated By-Laws of SCI U.K. Holding, Inc.	Exhibit 3.2.23 to the Company's Registration Statement No. 333-103947
3.2.13	Amended and Restated By-Laws of Interagency, Inc., effective as of August 23, 2002	Exhibit 3.2.24 to the Company's Registration Statement No. 333-103947
3.2.14	Operating Agreement of SCI Plant No. 22, L.L.C., effective as of March 31, 2000	Exhibit 3.2.8 to the Company's Registration Statement No. 333-103947
3.2.15	Operating Agreement of Sanmina General, L.L.C., effective as of December 31, 1999	Exhibit 3.2.16 to the Company's Registration Statement No. 333-103947

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3.2.16	Operating Agreement of Sanmina Limited, L.L.C., effective as of December 31, 1999	Exhibit 3.2.17 to the Company's Registration Statement No. 333-103947
3.2.17	Agreement of Limited Partnership of Sanmina Texas, L.P., effective as of January 5, 2000	Exhibit 3.2.19 to the Company's Registration Statement No. 333-103947
4.1	Indenture dated February 24, 2005, between Sanmina-SCI Corporation, as Issuer, the guarantors party thereto, as Guarantors and U.S. Bank National Association, as Trustee	Exhibit 4.1 to the Company's Report on Form 8-K, filed with the SEC on February 24, 2005
4.2	Form of $6^{3}/_{4}$% Senior Subordinated Notes due 2013	Contained in Exhibit 4.1
4.3	Exchange and Registration Rights Agreement, dated as of February 24, 2005, among Sanmina-SCI Corporation, the subsidiaries of Sanmina-SCI party thereto, and the purchasers party thereto	Exhibit 4.2 to the Company's Report on Form 8-K, filed with the SEC on February 24, 2005
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation ("WSGR") relating to the validity of the securities registered hereby	To be filed by amendment
5.2	Opinion of Deutsch Williams Brooks DeRensis & Holland, P.C.	Contained herein
5.3	Opinion of Rayburn Cooper & Durham, P.A.	Contained herein
5.4	Opinion of Holland & Hart LLP	Contained herein
5.5	Opinion of counsel to the Notes Guarantors organized in Alabama	To be filed by amendment
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges	Contained herein
21.1	Subsidiaries of the Company	To be filed by amendment
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm	Contained herein
23.2	Consent of WSGR	Contained in Exhibit 5.1
24.1	Power of Attorney (see signature pages)	Contained herein
25.1	Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of U.S. Bank National Association (as successor to State Street Bank & Trust Company of California, N.A.) to Act as Trustee under the Indenture	Contained herein

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99.1	Form of Letter of Transmittal	Contained herein
99.2	Form of Notice of Guaranteed Delivery	Contained herein
99.3	Form of Letter to Clients	Contained herein
99.4	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees	Contained herein
99.5	Guideline for Certification of Taxpayer Identification Number on Substitute IRS Form W-9	Contained herein

(b) *Financial Statement Schedules*: All schedules have been incorporated herein by reference or omitted because they are not applicable or not required.

Item 22. Undertakings

Each of the undersigned Registrants hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of a Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of each undersigned Registrant pursuant to the provisions, or otherwise, each Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by each undersigned Registrant of expenses incurred or paid by a director, officer or controlling person of each Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, each Registrant will, unless in the opinion of its counsel the matter has been settled by the controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Each of the undersigned Registrants hereby undertakes to respond to requests for information that is incorporated by reference into the Prospectus pursuant to Item 4, 10(b), 11 or 13 of this Form within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

Each of the undersigned Registrants hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired or involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 27th day of April, 2005.

SANMINA-SCI CORPORATION

By: /s/ JURE SOLA
Jure Sola
Chairman and Chief Executive Officer
(Principal Executive Officer)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, hereby constitutes and appoints Jure Sola and David L. White, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to the registration statement, including post-effective amendments, and registration statements filed pursuant to Rule 462 under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and does hereby grant unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been duly signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JURE SOLA Jure Sola	Chairman of the Board and Director (Principal Executive Officer)	April 27, 2005
/s/ DAVID L. WHITE David L. White	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer) Director	April 27, 2005
/s/ NEIL R. BONKE Neil R. Bonke	Director	April 27, 2005
/s/ ALAIN COUDER Alain Couder	Director	April 27, 2005
/s/ RANDY W. FURR Randy W. Furr	Director	April 27, 2005
/s/ MARIO M. ROSATI Mario M. Rosati	Director	April 27, 2005

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/s/ A. EUGENE SAPP A. Eugene Sapp	Director	April 27, 2005
/s/ WAYNE SHORTRIDGE Wayne Shortridge	Director	April 27, 2005
/s/ PETER J. SIMONE Peter J. Simone	Director	April 27, 2005
/s/ JACQUELYN M. WARD Jacquelyn M. Ward	Director	April 27, 2005

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the Registrants has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 27th day of April, 2005.

COMPATIBLE MEMORY, INC.
HADCO CORPORATION
HADCO SANTA CLARA, INC.
NEWISYS, INC.
SANMINA-SCI ENCLOSURES USA INC.
SANMINA-SCI SYSTEMS (ALABAMA) INC.
SANMINA-SCI SYSTEMS ENCLOSURES (DENTON) INC.
INTERAGENCY, INC.
SANMINA-SCI SYSTEMS HOLDINGS, INC.
SCI SYSTEMS, INC.
SCIMEX, INC.
VIKING INTERWORKS INC.

By: /s/ JURE SOLA
Name: Jure Sola
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, hereby constitutes and appoints Jure Sola and David L. White, or either of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to the registration statement, including post-effective amendments, and registration statements filed pursuant to Rule 462 under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and does hereby grant unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been duly signed on the 27th day of April, 2005, by the following persons in the capacities indicated.

Signature	Title	Date
/s/ JURE SOLA Jure Sola	Chief Executive Officer of each of the additional registrants listed directly above (Principal Executive Officer).	April 27, 2005

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/s/ MARK LUSTIG Mark Lustig	Controller of each of the additional registrants listed directly above and Chief Financial Officer of Viking Interworks Inc. and Compatible Memory, Inc. (Principal Financial and Accounting Officer)	April 27, 2005
/s/ STEVEN H. JACKMAN Steven H. Jackman	Director of each of the additional registrants listed directly above	April 27, 2005
/s/ SHELLY L. BYERS Shelly L. Byers	Director of each of the additional registrants listed directly above	April 27, 2005

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 27th day of April, 2005.

SCI TECHNOLOGY, INC.

By: /s/ JURE SOLA
Name: Jure Sola
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, hereby constitutes and appoints Jure Sola, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to the registration statement, including post-effective amendments, and registration statements filed pursuant to Rule 462 under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and does hereby grant unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been duly signed on the 27th day of April, 2005, by the following persons in the capacities indicated.

Signature	Title	Date
/s/ JURE SOLA Jure Sola	President (Principal Executive Officer)	April 27, 2005
/s/ WALTER BOILEAU Walter Boileau	Treasurer (Principal Financial and Accounting Officer)	April 27, 2005
/s/ MARK LUSTIG Mark Lustig	Director	April 27, 2005
/s/ GEORGE KING George King	Director	April 27, 2005
/s/ STEVEN H. JACKMAN Steven H. Jackman	Director	April 27, 2005

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 27th day of April, 2005.

SCI PLANT NO. 5, L.L.C.

By: SANMINA-SCI SYSTEMS (ALABAMA) INC.,
its Sole Member

/s/ JURE SOLA

By: Name: Jure Sola
Title: Chief Executive Officer

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 27th day of April, 2005.

SCI PLANT NO. 22, L.L.C.

By: SCI TECHNOLOGY, INC.,
its Sole Member

/s/ JURE SOLA

By: Name: Jure Sola
Title: President

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 27th day of April, 2005.

SANMINA GENERAL, L.L.C.
SANMINA LIMITED, L.L.C.

All by: SANMINA-SCI CORPORATION,
their Sole Member

/s/ JURE SOLA

By: Name: Jure Sola
Title: Chief Executive Officer

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 27th day of April, 2005.

SANMINA TEXAS, L.P.

By: SANMINA GENERAL, L.L.C.,
its General Partner

By: SANMINA-SCI CORPORATION,
its Sole Member

By: /s/ JURE SOLA
Name: Jure Sola
Title: Chief Executive Officer

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EXHIBIT INDEX

Exhibit Number	Description of Exhibit	If Incorporated by Reference, Document with which Exhibit was Contained herein with SEC
3.1	Restated Certificate of Incorporation of the Company, dated January 31, 1996	Exhibit 3.2 to the Company's Report on Form 10-K for the fiscal year ended September 30, 1996, SEC File No. 000-21272, filed with the Securities and Exchange Commission ("SEC") on December 24, 1996
3.1.1	Certificate of Amendment of the Restated Certificate of Incorporation of the Company, dated March 9, 2001	Exhibit 3.1(a) to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2001, filed with the SEC on May 11, 2001
3.1.2	Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock of Company, dated May 29, 2001	Exhibit 3.1.2 to the Company's Registration Statement on Form S-4 filed with the SEC on August 10, 2001
3.1.3	Certificate of Amendment of the Restated Certificate of Incorporation of the Company, dated December 7, 2001	Exhibit 3.1.3 to the Company's Report on Form 10-K for the fiscal year ended September 29, 2001, filed with the SEC on December 21, 2001
3.1.4	Articles of Incorporation of Compatible Memory, Inc., filed with the California Secretary of State on July 14, 1997	Exhibit 3.1.14 to the Company's Registration Statement No. 333-103947
3.1.5	Articles of Incorporation of SCI Systems (Alabama), Inc., filed with the Alabama Secretary of State on January 4, 1988	Exhibit 3.1.15 to the Company's Registration Statement No. 333-103947
3.1.6	Articles of Amendment to the Articles of Incorporation of SCI Systems (Alabama), Inc. changing its name to Sanmina-SCI Systems (Alabama) Inc., filed with the Alabama Secretary of State on October 22, 2002	Exhibit 3.1.16 to the Company's Registration Statement No. 333-103947
3.1.7	Statement of Change of Registered Office or Registered Agent, or Both of SCI Systems (Alabama), Inc., filed with the Alabama Secretary of State on February 12, 1990	Exhibit 3.1.17 to the Company's Registration Statement No. 333-103947
3.1.8	Articles of Incorporation of SCI Enclosures (Denton), Inc., filed with the Texas Secretary of State on June 12, 2001	Exhibit 3.1.29 to the Company's Registration Statement No. 333-103947
3.1.9	Articles of Merger of Hartzell Manufacturing, Incorporated with and into SCI Enclosures (Denton), Inc., filed with the Texas Secretary of State on June 29, 2001	Exhibit 3.1.30 to the Company's Registration Statement No. 333-103947
3.1.10	Assumed Name Certificate for Filing with the Secretary of State, of SCI Enclosures (Denton), Inc., filed with the Texas Secretary of State on August 24, 2001	Exhibit 3.1.31 to the Company's Registration Statement No. 333-103947

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3.1.11	Articles of Amendment to the Articles of Incorporation of SCI Enclosures (Denton), Inc. changing its name to Sanmina-SCI Systems Enclosures (Denton) Inc., filed with the Texas Secretary of State on December 23, 2003	Contained herein
3.1.12	Articles of Incorporation of Scimex, Inc., as filed with the Alabama Secretary of State on March 24, 1987	Exhibit 3.1.32 to the Company's Registration Statement No. 333-103947
3.1.13	Statement of Change of Registered Office or Registered Agent, or Both of Scimex, Inc., filed with the Alabama Secretary of State on February 12, 1990	Exhibit 3.1.33 to the Company's Registration Statement No. 333-103947
3.1.14	Amended and Restated Certificate of Incorporation of Zycon Corporation, filed with the Delaware Secretary of State on January 10, 1997	Exhibit 3.1.34 to the Company's Registration Statement No. 333-103947
3.1.15	Certificate of Amendment of Amended and Restated Certificate of Incorporation of Zycon Corporation changing its name to Hadco Santa Clara, Inc., filed with the Delaware Secretary of State on July 10, 1997	Exhibit 3.1.35 to the Company's Registration Statement No. 333-103947
3.1.16	Articles of Incorporation of Devtek Electronic Enclosures U.S.A. Inc., filed with the North Carolina Secretary of State on July 3, 1995	Exhibit 3.1.36 to the Company's Registration Statement No. 333-103947
3.1.17	Articles of Amendment of Devtek Electronic Enclosures U.S.A. Inc. changing its name to Sanmina Enclosure Systems USA Inc., filed with the North Carolina Secretary of State on December 29, 2003	Exhibit 3.1.37 to the Company's Registration Statement No. 333-103947
3.1.18	Articles of Amendment to the Articles of Incorporation of Sanmina Enclosure Systems (USA) Inc. changing its name to Sanmina-SCI Enclosures USA Inc., filed with the North Carolina Secretary of State on December 29, 2003	Contained herein
3.1.19	Articles of Incorporation of SCI Technology, Inc., filed with the Alabama Secretary of State on May 9, 1984	Exhibit 3.1.38 to the Company's Registration Statement No. 333-103947
3.1.20	Statement of Change of Registered Office or Registered Agent, or Both of SCI Technology, Inc., filed with the Alabama Secretary of State on April 1, 1987	Exhibit 3.1.39 to the Company's Registration Statement No. 333-103947

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3.1.21	Statement of Change of Registered Office or Registered Agent, or Both of SCI Technology, Inc., filed with the Alabama Secretary of State on February 12, 1990	Exhibit 3.1.40 to the Company's Registration Statement No. 333-103947
3.1.22	Articles of Merger of SCI Systems Colorado, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on June 29, 1998	Exhibit 3.1.41 to the Company's Registration Statement No. 333-103947
3.1.23	Articles of Merger of AWI, Colorado Manufacturing Technology, Inc. and SCI Manufacturing, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on January 31, 1990	Exhibit 3.1.42 to the Company's Registration Statement No. 333-103947
3.1.24	Articles of Merger of SCI/ EOG Holdings, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on June 29, 2001 (effective June 30, 2001)	Exhibit 3.1.43 to the Company's Registration Statement No. 333-103947
3.1.25	Articles of Merger of EOG, Inc. with and into SCI Technology, Inc., filed with the Alabama Secretary of State on June 29, 2001 (effective June 30, 2001)	Exhibit 3.1.44 to the Company's Registration Statement No. 333-103947
3.1.26	Amended and Restated Articles of Incorporation of Viking Components Incorporated, filed with the California Secretary of State on December 17, 2002	Exhibit 3.1.48 to the Company's Registration Statement No. 333-103947
3.1.27	Certificate of Approval of Agreement of Merger between Viking Components Incorporated and Interworks Computer Products, Inc., filed with the California Secretary of State on September 27, 2003	Contained herein
3.1.28	Certificate of Amendment of the Articles of Incorporation of Viking Components Incorporated changing its name to Viking Interworks Inc., filed with the California Secretary of State on December 24, 2003	Contained herein
3.1.29	Restated Articles of Organization of Hadco Corporation, filed with the Massachusetts Secretary of State on March 1, 1989	Exhibit 3.1.54 to the Company's Registration Statement No. 333-103947
3.1.30	Articles of Merger of Parent and Subsidiary Corporations of Hadco Corporation, filed with the Massachusetts Secretary of State on July 1, 1997	Exhibit 3.1.55 to the Company's Registration Statement No. 333-103947
3.1.31	Articles of Amendment of Hadco Corporation, filed with the Massachusetts Secretary of State on March 4, 1998	Exhibit 3.1.56 to the Company's Registration Statement No. 333-103947

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3.1.32	Articles of Merger of SANM Acquisition Subsidiary, Inc. with and into Hadco Corporation, filed with the Massachusetts Secretary of State on June 23, 2000	Exhibit 3.1.57 to the Company's Registration Statement No. 333-103947
3.1.33	Articles of Merger of Parent and Subsidiary Corporations of Hadco Corporation, filed with the Massachusetts Secretary of State on September 28, 2001	Exhibit 3.1.58 to the Company's Registration Statement No. 333-103947
3.1.34	Restated Certificate of Incorporation of SCI Systems, Inc., attached as Exhibit A to Certificate of Merger of Sun Acquisition Subsidiary, Inc. with and into SCI Systems, Inc., filed with the Delaware Secretary of State on December 6, 2001	Exhibit 3.1.59 to the Company's Registration Statement No. 333-103947
3.1.35	Certificate of Merger merging Sanmina Canada Holdings, Inc. with and into SCI Systems, Inc., filed with the Delaware Secretary of State on September 25, 2003	Contained herein
3.1.36	Certificate of Incorporation of SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on July 13, 1984	Exhibit 3.1.60 to the Company's Registration Statement No. 333-103947
3.1.37	Certificate of Amendment of Certificate of Incorporation of SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on May 17, 1985	Exhibit 3.1.61 to the Company's Registration Statement No. 333-103947
3.1.38	Certificate of Ownership and Merger merging SCI U.K. Trading, Inc. into SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on November 9, 1987	Exhibit 3.1.62 to the Company's Registration Statement No. 333-103947
3.1.39	Certificate for Renewal and Revival of Certificate of Incorporation of SCI U.K. Holding, Inc., filed with the Delaware Secretary of State on March 24, 1993	Exhibit 3.1.63 to the Company's Registration Statement No. 333-103947
3.1.40	Certificate of Amendment of Certificate of Incorporation of SCI U.K. Holding, Inc. changing its name to SCI Holdings, Inc., filed with the Delaware Secretary of State on March 24, 1993	Exhibit 3.1.64 to the Company's Registration Statement No. 333-103947
3.1.41	Certificate of Amendment to the Certificate of Incorporation of SCI Holdings, Inc. changing its name to Sanmina-SCI Systems Holdings, Inc., filed with the Delaware Secretary of State on December 23, 2003	Contained herein
3.1.42	Certificate of Incorporation of Interagency, Inc., filed with the Delaware Secretary of State on July 3, 1973	Exhibit 3.1.65 to the Company's Registration Statement No. 333-103947

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3.1.43	Sixth Amended and Restated Certificate of Incorporation of Newisys, Inc., filed with the Delaware Secretary of State on October 24, 2002	Contained herein
3.1.44	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Newisys, Inc., filed with the Delaware Secretary of State on July 16, 2003	Contained herein
3.1.45	Certificate of Merger merging Aspen Acquisition Subsidiary, Inc. with and into Newisys, Inc., filed with the Delaware Secretary of State on July 21, 2003	Contained herein
3.1.46	Articles of Organization of SCI Plant No. 5, L.L.C., filed with the Alabama Secretary of State on August 16, 1999	Exhibit 3.1.10 to the Company's Registration Statement No. 333-103947
3.1.47	Articles of Organization of SCI Plant No. 22, L.L.C., filed with the Colorado Secretary of State on March 31, 2000	Exhibit 3.1.19 to the Company's Registration Statement No. 333-103947
3.1.48	Certificate of Formation of Sanmina General, L.L.C., filed with the Delaware Secretary of State on December 30, 1999	Exhibit 3.1.46 to the Company's Registration Statement No. 333-103947
3.1.49	Certificate of Formation of Sanmina Limited, L.L.C., filed with the Delaware Secretary of State on December 30, 1999	Exhibit 3.1.47 to the Company's Registration Statement No. 333-103947
3.1.50	Articles of Conversion of Sanmina Cable Systems, Inc. into Sanmina Texas, L.P., filed with the Texas Secretary of State on January 5, 2000	Exhibit 3.1.49 to the Company's Registration Statement No. 333-103947
3.1.51	Assumed Name Certificate for Incorporated Business or Profession, Limited Partnership, Registered Limited Liability Partnership or Limited Liability Company of Sanmina Texas, L.P., filed with the Texas Secretary of State on January 7, 2000	Exhibit 3.1.50 to the Company's Registration Statement No. 333-103947
3.1.52	Statement of Change of Address of Registered Agent of Sanmina Texas, L.P., filed with the Texas Secretary of State on April 26, 2004	Contained herein
3.2	Amended and Restated By-Laws of the Company, dated December 7, 2001	Exhibit 3.2 to the Company's Report on Form 10-K for the fiscal year ended September 28, 2002, filed with the SEC on December 4, 2002
3.2.1	Amended and Restated Bylaws of Compatible Memory, Inc., effective as of November 25, 2002	Exhibit 3.2.5 to the Company's Registration Statement No. 333-103947

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3.2.2	By-Laws of SCI Systems (Alabama), Inc., effective as of October 29, 1993	Exhibit 3.2.6 to the Company's Registration Statement No. 333-103947
3.2.3	Bylaws of Newisys, Inc., effective as of July 1, 2003	Contained herein
3.2.4	Amended and Restated Bylaws of SCI Enclosures (Denton), Inc., effective as of November 25, 2002	Exhibit 3.2.10 to the Company's Registration Statement No. 333-103947
3.2.5	Amended and Restated Bylaws of Scimex, Inc., effective as of September 15, 2003	Contained herein
3.2.6	Amended and Restated Bylaws of Hadco Santa Clara, Inc., effective as of November 25, 2002	Exhibit 3.2.12 to the Company's Registration Statement No. 333-103947
3.2.7	Bylaws of Sanmina Enclosure Systems USA Inc., effective as of December 19, 2002	Exhibit 3.2.13 to the Company's Registration Statement No. 333-103947
3.2.8	Amended and Restated Bylaws of SCI Systems, Inc., effective as of September 15, 2003.	Contained herein
3.2.9	Amended and Restated By-Laws of SCI Technology, Inc.	Exhibit 3.2.14 to the Company's Registration Statement No. 333-103947
3.2.10	Amended and Restated Bylaws of Viking Components Incorporated, effective as of November 25, 2002	Exhibit 3.2.18 to the Company's Registration Statement No. 333-103947
3.2.11	By-Laws of Hadco Corporation, effective as of June 23, 2000	Exhibit 3.2.21 to the Company's Registration Statement No. 333-103947
3.2.12	Amended and Restated By-Laws of SCI U.K. Holding, Inc.	Exhibit 3.2.23 to the Company's Registration Statement No. 333-103947
3.2.13	Amended and Restated By-Laws of Interagency, Inc., effective as of August 23, 2002	Exhibit 3.2.24 to the Company's Registration Statement No. 333-103947
3.2.14	Operating Agreement of SCI Plant No. 22, L.L.C., effective as of March 31, 2000	Exhibit 3.2.8 to the Company's Registration Statement No. 333-103947
3.2.15	Operating Agreement of Sanmina General, L.L.C., effective as of December 31, 1999	Exhibit 3.2.16 to the Company's Registration Statement No. 333-103947
3.2.16	Operating Agreement of Sanmina Limited, L.L.C., effective as of December 31, 1999	Exhibit 3.2.17 to the Company's Registration Statement No. 333-103947
3.2.17	Agreement of Limited Partnership of Sanmina Texas, L.P., effective as of January 5, 2000	Exhibit 3.2.19 to the Company's Registration Statement No. 333-103947
4.1	Indenture dated February 24, 2005, between Sanmina-SCI Corporation, as Issuer, the guarantors party thereto, as Guarantors and U.S. Bank National Association, as Trustee	Exhibit 4.1 to the Company's Report on Form 8-K, filed with the SEC on February 24, 2005

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4.2	Form of $6^{3}/_{4}$% Senior Subordinated Notes due 2013	Contained in Exhibit 4.1
4.3	Exchange and Registration Rights Agreement, dated as of February 24, 2005, among Sanmina-SCI Corporation, the subsidiaries of Sanmina-SCI party thereto, and the purchasers party thereto	Exhibit 4.2 to the Company's Report on Form 8-K, filed with the SEC on February 24, 2005
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation ("WSGR") relating to the validity of the securities registered hereby	To be filed by amendment
5.2	Opinion of Deutsch Williams Brooks DeRensis & Holland, P.C.	Contained herein
5.3	Opinion of Rayburn Cooper & Durham, P.A.	Contained herein
5.4	Opinion of Holland & Hart LLP	Contained herein
5.5	Opinion of counsel to the Notes Guarantors organized in Alabama	To be filed by amendment
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges	Contained herein
21.1	Subsidiaries of the Company	To be filed by amendment
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm	Contained herein
23.2	Consent of WSGR	Contained in Exhibit 5.1
24.1	Power of Attorney (see signature pages)	Contained herein
25.1	Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of U.S. Bank National Association (as successor to State Street Bank & Trust Company of California, N.A.) to Act as Trustee under the Indenture	Contained herein
99.1	Form of Letter of Transmittal	Contained herein
99.2	Form of Notice of Guaranteed Delivery	Contained herein
99.3	Form of Letter to Clients	Contained herein
99.4	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees	Contained herein
99.5	Guideline for Certification of Taxpayer Identification Number on Substitute IRS Form W-9	Contained herein

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QuickLinks

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EXHIBIT 3.1.11

In the Office of the
Secretary of State of Texas

DEC 23 2003
Corporations Section

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SCI ENCLOSURES (DENTON), INC.**

Pursuant to Article 4.04 of the *Texas Business Corporation Act,* the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Article of Incorporation.

FIRST: The name of the corporation is SCI Enclosures (Denton), Inc. The filing number issued to the corporation by the Secretary of State is 163098900.

SECOND: The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on the date hereof, in the manner prescribed by the *Texas Business Corporation Act:*

> " RESOLVED, that the Articles of Incorporation of SCI Enclosures (Denton), Inc., be, and the same hereby is, amended by changing the name of the corporation from SCI Enclosures (Denton), Inc., to Sanmina-SCI Systems Enclosures (Denton) Inc.";

THIRD: The date of the adoption of the amendment by the shareholders of the corporation is December 12, 2003.

FOURTH: The amendment has been approved in the manner required by the *Texas Business Corporation Act* and by the constituent documents of the corporation.

FIFTH: These articles will be effective upon its filing with the Secretary of State of the State of Texas.

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

DATED this 12th day of December, 2003.

SCI ENCLOSURES (DENTON), INC.

By: /s/ Steven H. Jackman
Steven H. Jackman
Secretary

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EXHIBIT 3.1.18

SOSID: 0372650
Date Filed: 12/29/2003 4:36:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200336300499

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SANMINA ENCLOSURE SYSTEMS (USA) INC.

Pursuant to Section 55-10-06 of the *General Statutes of North Carolina,* the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Article of Incorporation.

FIRST: The name of the corporation is Sanmina Enclosure Systems (USA) Inc.

SECOND: The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on the date hereof, in the manner prescribed by Section 55-10-06 of the *General Statutes of North Carolina:*

> " RESOLVED, that the Articles of Incorporation of Sanmina Enclosure Systems, (USA) Inc., be, and the same hereby is, amended by changing the name of the corporation from Sanmina Enclosure Systems (USA) Inc., to Sanmina-SCI Enclosures USA Inc."

THIRD: The date of the adoption of said amendment was December 12, 2003.

FOURTH: The amendment was approved by shareholder action, and such shareholder approval was obtained as required by Chapter 55 of the *North Carolina General Statutes.*

FIFTH: These articles will be effective upon filing.

DATED this 12th day of December, 2003.

"**SANMINA ENCLOSURE SYSTEMS, (USA) INC.**"

By: /s/ Steven H. Jackman
Steven H. Jackman,
Secretary

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EXHIBIT 3.1.27

A0602458 FILED
In the office of the Secretary of State
of the State of California
Sep 27 2003

THE CORRECT NAME OF RECORD FOR THE (1658310
CALIFORNIA CORPORATION IS
INTERWORKS COMPUTER PRODUCTS

See Secretary of State' s
records for exact entity name.

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is entered into between VIKING COMPONENTS INCORPORATED, a California corporation (herein the "Surviving Corporation"), and INTERWORKS COMPUTER PRODUCTS, INC., a California corporation (herein the "Merging Corporation").

1. Merging Corporation shall be merged with and into the Surviving Corporation.

2. The outstanding shares of the Merging Corporation shall be canceled without consideration.

3. The outstanding shares of the Surviving Corporation shall remain outstanding and are not affected by the merger.

4. The Merging Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

5. The effect of the merger is as prescribed by law and the effective date of the merger shall be September 27, 2003.

-SIGNATURES ON FOLLOWING PAGE-

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24th day of September, 2003.

VIKING COMPONENTS INCORPORATED

By: /s/ Randy Furr
Randy Furr. President

By: /s/ Steven H. Jackman
Steven H. Jackman, Secretary

INTERWORKS COMPUTER PRODUCTS, INC.

By: /s/ Randy Furr

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Randy Furr. President

By: /s/ Steven H. Jackman, Secretary
Steven H. Jackman, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

We, the undersigned, Randy Furr and Steven H. Jackman, do hereby certify that:

1. We are the President and the Secretary, respectively, of VIKING COMPONENTS INCORPORATED, a California corporation.

2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the Corporation.

3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.

4. There is only one class of shares and the number of shares outstanding is 170,000,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: September 24, 2003.

/s/ Randy Furr
Randy Furr, President

/s/ Steven H. Jackman
/s/ Steven H. Jackman, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

We, the undersigned, Randy Furr and Steven H. Jackman, do hereby certify that:

1. We are the President and the Secretary, respectively, of INTERWORKS COMPUTER PRODUCTS, INC., a California corporation.

2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the Corporation.

3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.

4. There is only one class of shares and the number of shares outstanding is 1,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

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DATE: September 24, 2003.

/s/ Randy Furr

Randy Furr, President

/s/ Steven H. Jackman

/s/ Steven H. Jackman, Secretary

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EXHIBIT 3.1.28

A0605523
FILED
In the office of the Secretary of State
of the State of California.
DEC 24 2003

CERTIFICATE OF AMENDMENT OF
THE ARTICLES OF INCORPORATION
OF VIKING COMPONENTS INCORPORATED

/s/ Kevin Shelley
KEVIN SHELLEY, Secretary of State

We, the undersigned, Steven H. Jackman and Shelly L. Byers, do hereby certify that:

We are the Vice President and Corporate Counsel and the Assistant Secretary, respectively, of Viking Components Incorporated, a California corporation.

Article One of the Articles of Incorporation of this corporation is amended to read as follows:

"The name of the corporation is Viking Interworks Inc."

The foregoing amendment of Articles Incorporation has been duly approved by the Board of Directors of Viking Components Incorporated.

The foregoing Articles of Amendment of the Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Section 902, *California Corporations Code*. The total number of outstanding shares of the corporation is Two Hundred Fifty Thousand (250,000). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than Fifty percent (50%).

We further under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: December 12, 2003.

/s/ Steven H. Jackman
Steven H. Jackman
Vice President and Corporate Counsel

/s/ Shelly L. Byers
Shelly L. Byers,
Assistant Secretary

[SEAL]

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Secretary *of State*
Division of Corporation
Delivered 02:20 PM 09/25/2003
FILED 02:20 PM 09/25/2003
SRV 030618241 - 0568101 FILE

CERTIFICATE OF MERGER

MERGING

SANMINA CANADA HOLDINGS, INC.

WITH AND INTO

SCI SYSTEMS, INC.

(Pursuant to Section 251 of the General
Corporation Law of the State of Delaware)

The undersigned, being the Secretary of SCI Systems, Inc., a Delaware corporation (sometimes referred to as the *"Corporation"),* does hereby certify for and on behalf of the Corporation that:

1. Constituent Corporations. Sanmina Canada Holdings, Inc., a Delaware corporation, will merge with and into SCI Systems, Inc., a Delaware corporation (collectively, the *"Constituent Corporations").*

2. Approval. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of subsection (c) and subsection (f) of Section 251 of the General Corporation Law of the State of Delaware.

3. Surviving Corporation. The name of the surviving corporation in the merger certified in this Certificate of Merger is SCI Systems, Inc., which will continue its existence as the surviving corporation under its present name.

4. Certificate of Incorporation. The Certificate of Incorporation of SCI Systems, Inc. as now in effect shall continue to be the Certificate of Incorporation of such surviving corporation until amended and changed in accordance with the provisions of the General Corporation Law of the State of Delaware.

5. Merger Agreement on File. The executed Agreement of Merger between the Constituent Corporations is on file at the principal place of business of the Corporation, the address of which is as follows:

SCI Systems, Inc.
2101 West Clinton Avenue
Huntsville, Alabama 3580S

6. Copies. A copy of the executed Agreement of Merger will be furnished by the Corporation, on request and without cost, to any stockholder of each of the Constituent Corporations.

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7. Effective Time. The Agreement of Merger between the Constituent Corporations provides that the merger certified in this Certificate of Merger shall be effective on September 25, 2003.

[The remainder of this page is intentionally left blank)

The undersigned has executed this Certificate of Merger on behalf of toe Corporation as of the 25 day of September, 2003.

SCI SYSTEMS, INC.

By: /s/ Shelly L. Byers
Name: Shelly L. Byers
Title: Assistant Secretary

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EXHIBIT 3.1.41

Secretary Of State
Division of Corporations
Delivered 04 : 00 PM 12/23/2003
FILED 04:00 PM 12/23/2003
SRV 030831747 - 2039787 FILE

CERTIFICATE OF AMENDMENT
TO THE CERTIFICATE OF INCORPORATION
OF SCI HOLDINGS, INC.

The undersigned corporate officer of SCI Holdings, Inc., a Delaware corporation, (the "Company") certifies that the following Amendment to the Company' s Certificate of Incorporation changing its corporate name to Sanmina-SCI Systems Holdings, Inc. from SCI Holdings, Inc., has been duly adopted by unanimous written consent of all of the members of the Board of Directors and the Sole Shareholder of the Company in accordance with Section 242 of the *General Corporation Law* of the State of Delaware:

> "RESOLVED, that the Certificate of Incorporation is hereby amended by changing the name of the corporation to Sanmina-SCI Systems Holdings, Inc. from SCI Holdings, Inc."

IN WITNESS WHEREOF, the undersigned has hereunto executed this Certificate of Amendment on this the 12th day of December, 2003.

SCI HOLDINGS, INC

By: /s/ Steven H, Jackman
Steven H, Jackman,
Secretary

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EXHIBIT 3.1.43

STATE Of DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/24/2002
020657884 - 3279632

SIXTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
NEWISYS, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Newisys, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is Newisys, Inc. and that this corporation was originally incorporated pursuant to the General Corporation Law on August 25, 2000 under the name Newisys, Inc.

SECOND: That the Board of Directors of this corporation (the "Board of Directors") duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Fifth Amended and Restated Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

ARTICLE 1

The name of this corporation is Newisys, Inc.

ARTICLE II

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

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV

A. Classes of Stock. This corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number

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of shares that this corporation is authorized to issue is 594,956,124 shares. 300,000,000 shares shall be Common Stock and 294,956,124 shares shall be Preferred Stock, each with a par value of $0.0001 per share.

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred Stock, which series shall consist of 5,454,546 shares (the "Series A Stock"), the Series B Preferred Stock, which series shall consist of 29,054,685 shares (the "Series B Preferred Stock"), the Series B-l Preferred Stock, which series shall consist of 29,054,685 shares (the "Series B-l Preferred Stock" and together with the Series B Preferred Stock, the "Series B Stock"), the Series C Preferred Stock, which series shall consist of 115,696,104 shares (the "Series C Preferred Stock"), and the Series C-l Preferred Stock, which series shall consist of 115,696,104 shares (the "Series C-l Preferred Stock" and together with the Series C Preferred Stock, the "Series C Stock"), are as set forth below in this Article IV(B). The Series B Stock and the Series C Stock shall be referred to herein as "Senior Preferred Stock".

1. Dividend Provisions.

(a) (i) The holders of shares of Series C Stock shall be entitled to receive, out of funds legally, available therefor, dividends at the rate per annum of $0.018 per share (subject to appropriate adjustment in the event of any stock split or similar event) thereof. Such dividends shall accrue and be cumulative beginning on the Series C Purchase Date and shall be paid only when declared by the Board of Directors. The right to payment of any dividend to which holders of shares of Series C Stock shall be entitled shall rank *pari passu* (based on the amount of the dividend payment to which each share is entitled) with any right to payment of dividends to which holders of shares of Series B Stock may be entitled. The right to payment of any dividend to which holders of shares of Series C Stock shall be entitled shall rank senior to any right to payment of dividends to which holders of shares of Series A Stock or Common Stock may be entitled (other than those payable solely in Common Stock). The holders of the outstanding Series C Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of at least two-thirds of the shares of Series C Stock then outstanding, voting together as a single class on an as-converted basis and not as separate series.

(ii) The holders of shares of Series B Stock shall be entitled to receive, out of funds legally available therefor, dividends at the rate per annum of $0.068 per share (subject to appropriate adjustment in the event of any stock split or similar event) thereof. Such dividends shall accrue and be cumulative beginning on the Series C Purchase Date and shall be paid only when declared by the Board of Directors. The right to payment of any dividend to which holders of shares of Series B Stock shall be entitled shall rank senior to any right to payment of dividends to which holders of shares of Series A Stock or Common Stock-may be entitled (other than those payable solely in Common Stock). The holders of the outstanding Series B Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of at least two-thirds of the shares of Series B Stock then outstanding, voting together as a single class on an as-converted basis and not as separate series.

(b) No dividend (other than those payable solely in Common Stock) shall be paid on any share of Common Stock or the Series A Stock unless a dividend is also paid with respect to all outstanding shares of Senior Preferred Stock in an amount for each such share of Senior Preferred Stock equal to or greater than the aggregate amount of such dividends for all shares of Common Stock into which each such share of Senior Preferred Stock could then be converted.

(c) No dividend (other than those payable solely in Common Stock) shall be paid on any share of Common Stock unless a dividend is also paid with respect to all outstanding shares of Series A Stock in an amount for each such share of Series A Stock equal to or greater than the aggregate amount of such dividends for all shares of Common Stock into which each such share of Series A Stock could then be converted.

2. Liquidation Preference.

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(a) (i) In the event of any liquidation, dissolution or winding up of this corporation, either voluntary or involuntary, the holders of Series C Stock shall be entitled to receive, prior and in preference to any payment or distribution of any of the assets of this corporation to the holders of Series B Stock, Series A Stock or Common Stock by reason of their ownership thereof, payment of an amount per share equal to $0.2593 for each outstanding share of Series C Stock, plus any accrued or declared but unpaid dividends on such share (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations or the like with respect to the Series C Preferred Stock).

(ii) In the event of any liquidation, dissolution or winding up of this corporation, either voluntary or involuntary, the holders of Series B Stock and Series A Stock shall be entitled to receive, prior and in preference to any payment or distribution of any of the assets of this corporation to the holders of Common Stock by reason of their ownership thereof, (A) in the case of the Scribes A Stock, payment of an amount per share equal to $0.366667 for each outstanding share of Series A Stock, plus any declared but unpaid dividends on such share (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations or the like with respect to the Series A Preferred Stock) and (B) in the case of the Series B Stock, payment of an amount per share equal to $0.971 for each outstanding share of Series B Stock, plus any accrued or declared but unpaid dividends on such share (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations or the like with respect to the Series B Preferred Stock),

(iii) If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of this corporation legally available for distribution to this corporation' s stockholders shall be allocated first to the holders of the Series C Stock in accordance with subsection 2(a)(i) in proportion to the full preferential amount each such holder is otherwise entitled to receive under subsection 2(a)(i) and then to the holders of the Series B Stock and Series A Stock in accordance with subsection 2(a)(ii) ratably among such holders of Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive under subsection 2(a)(ii).

(b) (i) With respect to a liquidation, dissolution or winding up of this corporation that occurs prior to or on the first anniversary of the first date that this corporation issued shares of its Series C Preferred Stock (the "Series C Purchase Date"), upon the completion of the distribution required by subsection (a) of this Section 2, the remaining assets of this corporation available for distribution to stockholders shall be distributed among the holders of Series C Stock, Series B Stock and Common Stock based on the number of shares of Common Stock held by each (assuming full conversion of all such Preferred Stock) until (A) with respect to the holders of Series C Stock, such holders shall have received an aggregate of $1.0372 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to the Series C Preferred Stock and Series C-l Preferred Stock, as applicable) (including amounts paid pursuant to subsection (a) of this Section 2) and (B) with respect to the holders of Series B Stock, such holders shall have received an aggregate of $3.884 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to the Series B Preferred Stock, and Series B-l Preferred Stock, as applicable) (including amounts paid pursuant to subsection (a) of this Section 2); thereafter, if assets remain in this corporation, the holders of the Common Stock of mis corporation shall receive all of the remaining assets of this corporation pro rata based on the number of shares of Common Stock held by each.

(ii) With respect to a liquidation, dissolution or winding up of this corporation that occurs after the first anniversary of the Series C Purchase Date, upon the completion of the distribution required by subsection (a) of this Section 2, the remaining assets of this corporation available for distribution to stockholders shall be distributed among the holders of Series C Stock, Series B Stock and Common Stock based on the number of shares of Common Stock held by each (assuming full conversion of all such Preferred Stock) until (A) with respect to the holders of Series C Stock, such holders shall have received an aggregate of $1.2965 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to the Series C Preferred Stock and Series C-l Preferred Stock, as applicable) (including amounts paid pursuant to subsection (a) of this Section 2) and (B) with respect to the holders of Series B Stock, such holders shall have received an aggregate of $4.855 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to the Series B Preferred Stock, and Series B-l Preferred Stock, as applicable) (including amounts paid pursuant to subsection (a) of this Section 2); thereafter, if assets remain in this corporation, the holders of the Common Stock of this corporation shall receive all of the remaining assets of this corporation pro rata based on the number of shares of Common Stock held by each.

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(c) (i) For purposes of this Section 2, a liquidation, dissolution or winding up of this corporation shall be deemed to be occasioned by, or to include (A) the acquisition of this corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation) that results in the transfer of 50% or more of the outstanding voting power of this corporation (other than a transaction(s) whose sole purpose is to change the state of this corporation' s incorporation); or (B) a sale, transfer or other disposition of all or substantially all of the assets of this corporation;

(ii) In any of such events, if the consideration received by this corporation or its stockholders is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(i) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the 30-day period ending three days prior to the closing;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the 30-day period ending three days prior to the closing; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Board of Directors of this corporation (including at least one of the Series B Directors and the Series C Director (as defined in Section 5)) and the holders of at least two-thirds of the voting power of all then outstanding shares of Preferred Stock, or, in the absence of such agreements, by an appraisal conducted by an independent appraiser jointly selected by this corporation and the holders of at least two-thirds of the voting power of all then outstanding shares of Preferred Stock (an "Independent Appraisal"), such appraisal to be paid for by this corporation.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder' s status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined by the Board of Directors of this corporation (including at least one of the Series B Directors and the Series C Director) the holders of at least two-thirds of the voting power of all then outstanding shares of such Preferred Stock or by an Independent Appraisal paid for by this corporation.

(iii) In the event the requirements of this subsection 2(c) are not complied with, this corporation shall either:

(A) cause such closing to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the respective rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(c)(iv) hereof.

(iv) This corporation shall give each holder of record of Preferred Stock written notice of such impending transaction not later than 20 days prior to the stockholders' meeting called or written consent distributed to approve such transaction, or 20 days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this corporation shall thereafter give such holders prompt notice of any material

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changes. The transaction shall in no event take place sooner than 20 days after this corporation has given the first notice provided for herein or sooner than 10 days after this corporation has given notice of any material changes provided for herein; provided, however, that, subject to compliance with the General Corporation Law, such periods may be shortened upon the written consent of the holders of Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least two-thirds of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class and not as separate series, on an as-converted basis).

3. Redemption.

(a) (i) At any time after the fifth anniversary of the Series C Purchase Date, but within 90 days after the receipt by this corporation of a written request from the holders of not less than two-thirds of the then outstanding shares of Series C Stock, voting together as a single class on an as-converted basis and not as separate series, that all shares of Series C Stock be redeemed, this corporation shall, to the extent it may lawfully do so and prior to any redemption payment pursuant to subsection 3(a)(ii), redeem in two equal annual installments (each payment date being referred to herein as a "Series C Redemption Date") such shares by paying in cash therefor a sum per share equal to $0.2593 per share of Series C Stock (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to such shares of Series C Preferred Stock or Series C-l Preferred Stock, as applicable) plus any accrued or declared but unpaid dividends on such share (the "Series C Redemption Price"). Any redemption of Series C Stock effected pursuant to this subsection 3(a)(i) shall be made on a pro rata basis among the holders of the Series C Stock in proportion to the number of shares of Series C Stock then outstanding.

(ii) At any time after the later of (A) the fifth anniversary of the Series C Purchase Date and (B) the earlier of (I) the time when no shares of Series C Stock remain outstanding or (II) the holders of at least two-thirds of the then-outstanding shares of Series C Preferred Stock consent in writing to such redemption of Series B Stock (the "Series C Redemption Consent"), but within 90 days after the receipt by this corporation of a written request from the holders of not less than two-thirds of the then outstanding Series B Stock, voting together as a single class on an as-converted basis and not as separate series, that all shares of Series B Stock be redeemed, this corporation shall, to the extent it may lawfully do so, redeem in two equal annual installments (each payment date being referred to herein as a "Series B Redemption Date" and together with each Series C Redemption Date, each a "Redemption Date") such shares by paying in cash therefor a sum per share equal to $0.971 per share of Series B Stock (as adjusted for any stock splits, stock dividends, recapitalizations or the like with respect to such shares of Series B Preferred Stock or Series B-l Preferred Stock, as applicable) plus any accrued or declared but unpaid dividends on such share (the "Series B Redemption Price" and together with the Series C Redemption Price, each a "Redemption Price"). Any redemption of Series B Stock effected pursuant to this subsection 3(a)(ii) shall be made on a pro rata basis among the holders of the Series B Stock in proportion to the number of shares of Series B Stock then outstanding. Notwithstanding the foregoing, in no event shall the corporation be obligated to, nor shall it, pay, nor shall any holder of Series B Stock be entitled to, nor shall it receive, any payment of the Series B Redemption Price (or any portion thereof) while

any shares of Series C Stock remain outstanding unless this corporation has received a copy of the executed Series C Redemption Consent.

(b) At least 15, but no more than 30, days prior to each Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Series B Stock or Series C Stock, as applicable, to be redeemed, at the address last shown on the records of this corporation for such holder, notifying such holder of the redemption to be effected on the applicable Redemption Date, specifying the number of shares to be redeemed from such holder, the Redemption Date, the Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to this corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed (the "Redemption Notice"). Except as provided in subsection (3)(c), on or after each Redemption Date, each holder of Series B Stock and/or Series C Stock to be redeemed on such Redemption Date, as applicable, shall surrender to this corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the applicable Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the

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owner thereof and each surrendered certificate shall be cancelled. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(c) (i) From and after each Series C Redemption Date, unless there shall have been a default in payment of the Series C Redemption Price, all rights of the holders of shares of Series C Stock designated for redemption on. such Series C Redemption Date in the Redemption Notice as holders of Series C Stock (except the right to receive the applicable Series C Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of this corporation legally available for redemption of shares of Series C Stock on a Series C Redemption Date are insufficient to redeem the total number of shares of Series C Stock to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed such that each holder of a share of Series C Stock receives the same percentage of the applicable Series C Redemption Price. The shares of Series C Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of this corporation are legally available for the redemption of shares of Series C Stock, such funds will immediately be used to redeem the balance of the shares that this corporation has become obliged to redeem on any Series C Redemption Date but that it has not redeemed.

(ii) From and after each Series B Redemption Date, unless there shall have been a default in payment of the Series B Redemption Price, all rights of the holders of shares of Series B Stock designated for redemption on such Series B Redemption Date in the Redemption Notice as holders of Series B Stock, except the right to receive the applicable Series B Redemption Price without interest upon surrender of their certificate or certificates, shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of this

corporation legally available for redemption of shares of Series B Stock on a Series B Redemption Date are insufficient to redeem the total number of shares of Series B Stock to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed such that each holder of a share of Series B Stock receives the same percentage of the applicable Series B Redemption Price. The shares of Series B Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of this corporation are legally available for the redemption of shares of Series B Stock, such funds will immediately be used to redeem the balance of the shares that this corporation has become obliged to redeem on any Series B Redemption Date but that it has not redeemed.

(d) On or prior to each Redemption Date, this corporation shall deposit the Redemption Price of all shares of Senior Preferred Stock designated for redemption on such Redemption Date in the Redemption Notice, and not yet redeemed or converted, with a bank or trust corporation having aggregate capital and surplus in excess of $100,000,000 as a trust fund for the benefit of the respective holders of the shares designated for redemption and not yet redeemed, with irrevocable instructions and authority to the bank or trust corporation to publish the notice of redemption thereof and pay the Redemption Price for such shares to their respective holders on or after the Redemption Date, upon receipt of notification from this corporation that such holder has surrendered his, her or its share certificate to this corporation pursuant to subsection (3)(b) above. As of the date of such deposit, the deposit shall constitute full payment of the shares to their holders, and from and after the date of the deposit the shares so called for redemption shall be redeemed and shall be deemed to be no longer outstanding, and the holders thereof shall cease to be stockholders with respect to such shares and shall have no rights with respect thereto except the rights to receive from the bank or trust corporation payment of the Redemption Price for the shares, without interest, upon surrender of their certificates therefor, and the right to convert such shares as provided in Article IV(B)(4) hereof. Such instructions shall also provide that any moneys deposited by this corporation pursuant to this subsection (3)(d) for the redemption of shares thereafter converted into shares of this corporation' s Common Stock pursuant to Article IV(B)(4) hereof prior to the Redemption Date shall be returned to this corporation promptly following such conversion. The balance of any moneys deposited by this corporation pursuant to this subsection (3)(d) remaining unclaimed at the expiration of two years following the Redemption Date shall thereafter be returned to this corporation upon its request expressed in a resolution of its Board of Directors.

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(e) In the event for any reason that this corporation has not made full payment within ninety (90) days after any Redemption Date for all of the then outstanding shares of Series C Stock or Series B Stock required to be redeemed on such Redemption Date, as applicable, in accordance with the terms and provisions of this Section 3, this corporation shall be deemed to be in default hereunder (a "Redemption Default") and the holders of Series C Stock or Series B Stock which this corporation was required to, but has failed or refused to redeem, voting together as a single class on an as-converted basis and not as separate series, shall be entitled to elect a majority of the directors of this corporation as set forth in subsection 5(c) below.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of this corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Issue Price (as defined below) applicable to such series by the Conversion Price applicable to such series (such quotient to be referred to herein as the conversion rate and the conversion rate for a series of Preferred Stock into Common Stock is referred to herein as the "Conversion Rate" for such series), determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The Issue Price per share for shares of Series A Stock shall be $0.366667, the Issue Price per share for shares of Series B Stock shall be $0.971000, the Issue Price per share for shares of Series C Stock shall be $0.259300. The initial Conversion Price per share for shares of Series A Stock shall be $0.321650, the initial Conversion Price per share for shares of Series B Stock shall be $0.345367 and the initial Conversion Price per share for shares of Series C Stock shall be $0.259300; provided, however, that the Conversion Price for each series of Preferred Stock shall be subject to adjustment as set forth in subsection 4(d).

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect for such series immediately upon the earlier of (i) this corporation' s sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), the public offering price of which was not less than $1.0372 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like) with aggregate proceeds to this corporation of at least $20,000,000 (a "Qualified Public Offering"), (ii) as to the Series A Stock and Series B Stock only, the date specified by written consent or agreement of the holders of at least two-thirds of the then outstanding shares of Series A Stock and Series B Stock, voting or acting together as a single class on an as-converted basis and not as separate series, or (iii) as to the Series C Stock only, the date specified by written consent or agreement of the holders of at least seventy percent (70%) of the then outstanding shares of Series C Stock voting or acting together as a single class.

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holders shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of the applicable Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of any holder tendering such shares of Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons

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entitled to receive the Common Stock upon conversion of such shares of Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The applicable Conversion Price of each series of Preferred Stock shall be subject to adjustment from time to time as follows:

(i) A) Issuance of Additional Stock. If this corporation shall issue, after the Series C Purchase Date, any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price of the Series C Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance, whether subject to a repurchase right or not, (including shares of Common Stock deemed to be issued pursuant to subsection 4(d)(i)(E)(l) or (2)) plus the number of shares of Common Stock that the aggregate consideration received by this corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance, whether subject to a repurchase right or not, (including shares of Common Stock deemed to be issued pursuant to subsection 4(d)(i)(E)(l) or (2)) plus the number of shares of such Additional Stock; provided, however, that (1) in the case of the Conversion Price applicable to the Series C-1 Preferred Stock, such adjustments as a result of the issuance of Additional Stock shall only be made until immediately prior to any issuance of Additional Stock that triggers the "Pay-to-Play; Special Mandatory Conversion" provisions of subsection 4(1) and results in the conversion of shares of Series C Preferred Stock into shares of Series C-1 Preferred Stock, and thereafter no further adjustments shall be made to the Conversion Price of the Series C-l Preferred Stock as a result of the issuance of Additional Stock and (11) in the case of the Conversion Price applicable to the Series B-l Preferred Stock, such adjustments as a result of the issuance of Additional Stock shall only be made until immediately prior to any issuance of Additional Stock that triggers the 'Pay-to-Play; Special Mandatory Conversion" provisions of subsection 4(1) and results in the conversion of shares of Series B Preferred Stock into shares of Series B-l Preferred Stock, and thereafter no further adjustments shall be made to the Conversion Price of the Series B-l Preferred Stock as a result of the issuance of Additional Stock.

(B) No adjustment of the Conversion Price for a series of Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections (E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) In the case of the issuance after the Series C Purchase Date of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this subsection 4(d)(i) and subsection 4(d)(ii):

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(i) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)), if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(ii) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).

(iii) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof (unless such options or rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of determining the

number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)(A)), the Conversion Price of the applicable series of Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(iv) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities (unless such options or rights were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)(A)), shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(v) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(l) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by this corporation after the Series C Purchase Date other than:

(A) Common Stock issued pursuant to a transaction described in subsection 4(d)(iii) hereof; or

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(B) shares of Common Stock issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily non-financing purposes) of this corporation directly or pursuant to a stock option plan or restricted stock plan in effect prior to the Series C Purchase Date, or any other plan or amendment thereto that is approved by the Board of Directors (including the affirmative vote of the Series C Director (as defined in Section 5(b) below) and at least one of the Series B Directors (as defined in Section 5(b) below));

(C) shares of Common Stock issued in a Qualified Public Offering;

(D) shares of Preferred Stock or Common Stock issuable or issued upon conversion of any shares of Preferred Stock or as dividends or distributions on any shares of Preferred Stock;

(E) shares of Common Stock issuable or issued in connection with a bona fide business acquisition of or by this corporation, whether by merger, consolidation,

sale of assets, sale or exchange of stock or otherwise, that is unanimously approved by the Board of Directors;

(F) shares of Common Stock issuable or issued upon exercise of warrants, convertible notes or other securities or rights issued pursuant to strategic transactions, equipment lease financings or bank credit arrangements entered into primarily for non-equity financing purposes approved by the Board of Directors (including the affirmative vote of the Series C Director and at least one of the Series B Directors);

(G) Common Stock issued or deemed issued pursuant to subsection 4(d)(i)(E) as a result of a decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of this Section 4(d); or

(H) Common Stock that is issued with the unanimous approval of the Board of Directors of this corporation and the Board specifically states that it shall not be Additional Stock.

(iii) In the event this corporation should at any time or from time to time after the Series C Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the applicable series of Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in subsection 4(d)(i)(E).

(iv) If the number of shares of Common Stock outstanding at any time after the Series C Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for applicable series of Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions, in the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), then, in each such case for the purpose of this subsection 4(e), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this corporation

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into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time after the Series C Purchase Data there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or Section 2 above) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of this corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. This corporation will not, without the appropriate vote of the stockholders under the General Corporation Law and Section 6 of this Article IV(B), by amendment of this Sixth Amended and Restated Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon conversion of the Preferred Stock. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion. If the conversion would result in any fractional share, this corporation shall, in lieu of issuing any fractional share, pay the holder an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section 4, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of any series of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Common

Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of such series of Preferred Stock.

(i) Notices of Record Date. In the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this corporation shall mail to each holder of Preferred Stock, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

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(j) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Sixth Amended and Restated Certificate of Incorporation.

(k) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at this address appearing on the books of this corporation.

(I) Pay-to-Play; Special Mandatory Conversion.

(i) In the event that following the Series C Purchase Date:

(A) this corporation consummates a financing pursuant to which any holders holding (together with their associates and affiliates) at least 3,000,000 shares of the Series B Preferred Stock and/or Series C Preferred Stock (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations and me like with respect to such shares of Preferred Stock, as applicable) (each such holder, together with its affiliates and associates, a "Majority Investor") are entitled to exercise the right of first offer (the "Right of First Offer") set forth in Section 2.4 of that certain Amended and Restated Investors' Rights Agreement, dated on or about the date hereof (the "Rights Agreement"), by and among this corporation, certain investors in the Preferred Stock and holders of Common Stock, as amended from time to time;

(B) the consideration per share paid for the equity securities of this corporation in such financing is less than, or equal to, the Conversion Price of the Series C

Preferred Stock in effect immediately prior to such financing and the Board of Directors (including the Series C Director) determines in good faith that it is in the best interest of this corporation for holders of Series C Preferred Stock and Series B Preferred Stock to participate in such financing (in which case such financing will be deemed a "Mandatory Offering"), the Board of Directors shall determine the aggregate dollar amount that in its good faith judgment it believes is in the best interest of this corporation to be invested by holders of Series B Preferred Stock and Series C Preferred Stock (the "Aggregate Investment Amount"), which amount may be less (but not more) than the holders' right to participate in the financing pursuant to the Right of First Offer;

(C) this corporation delivers a notice ("Notice") to the Major Investors (1) stating this corporation' s bona fide intention to consummate such Mandatory Offering, (2) indicating the number of securities to be offered, (3) indicating the price and terms upon which it proposes to offer such securities, (4) identifying the Pro Rata Share (as defined below) of each Major Investor of the Aggregate Investment Amount, and (5) offering each Major Investor the right to purchase such holder' s Pro Rata Share of the Aggregate Investment Amount within the time periods set forth in the Notice; and

(D) a Major Investor does not acquire at least its Pro Rata Share of the Aggregate Investment Amount within the time periods set forth in the Notice (a "Non-Participating Holder");

then all of the shares of Series B Preferred Stock and Series C Preferred Stock held by each such Non-Participating Holder shall automatically be converted into an equal number of shares of Series B-l Preferred Stock and Series C-1 Preferred Stock, respectively, effective upon, subject to, and concurrently with, the consummation of the Mandatory Offering (the "Mandatory Offering Date"). For purposes of this subsection

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4(1), each holder' s Pro Rata Share of the Aggregate Investment Amount shall be an amount determined by multiplying the Aggregate Investment Amount by a fraction, the numerator of which shall be the number of shares of Common Stock issuable upon conversion of the Series B Preferred Stock and Series C Preferred Stock men held by such holder and the denominator of which shall be the total number of shares of Common Stock issuable upon conversion of the Series B Preferred Stock and Series C Preferred Stock then outstanding. Upon conversion pursuant to this subsection 4(l)(i), the shares of Series B Preferred Stock and Series C Preferred Stock so converted shall be cancelled and not subject to reissuance.

(ii) The holder of any shares of Series C Preferred Stock and Series B Preferred Stock converted pursuant to this subsection 4(1) shall deliver to this corporation during regular business hours at the office of the corporation or any transfer agent of this corporation for the Series C Preferred Stock and Series B Preferred Stock, as applicable, or at such other place as may be designated by this corporation, the certificate or certificates for the shares so converted, duly endorsed or assigned in blank or to this corporation. Promptly thereafter, this corporation shall issue and deliver to such holder, at the place designated by such holder, a certificate or certificates for the number of full shares of the Series C-1 Preferred Stock and Series B-l Preferred Stock to be issued and such holder shall be deemed to have become a stockholder of record of Series C-1 Preferred Stock and Series B-l Preferred Stock, as applicable, on the Mandatory Offering Date unless the transfer books of this corporation are closed on that date, in

which event he, she or it shall be deemed to have become a stockholder of record of Series C-1 Preferred Stock and/or Series B-l Preferred Stock on the next succeeding date on which the transfer books are open.

(iii) In the event that any shares of Series C-1 Preferred Stock or Series B-l Preferred Stock (each, a "Sub Series") are issued, concurrently with such issuance, this corporation shall use its best efforts to take all such action as may, in the opinion of its counsel, be required, including amending this Sixth Amended and Restated Certificate of Incorporation, (a) to cancel all authorized shares of the applicable Sub Series that remain unissued after such issuance, (b) to create and reserve for issuance upon Special Mandatory Conversion of any Series C Preferred Stock or Series B Preferred Stock, as applicable, a new series of Preferred Stock equal in number to the number of shares of such Sub Series so cancelled and designated Series C-2 Preferred Stock or Series B-2 Preferred Stock respectively, with the designations, powers, preferences and rights and the qualifications, limitations and restrictions identical to those then applicable to such Sub Series, except that the Conversion Price for such shares of Series C-2 Preferred Stock and Series B-2 Preferred Stock once initially issued shall be the Series C Conversion Price or the Series B Conversion Price in effect immediately prior to such issuance, respectively, and (c) to amend the provisions of this subsection 4(1) to provide that in the case of the Series C Preferred Stock, any subsequent Special Mandatory Conversion will be into shares of Series C-2 Preferred Stock rather than Series C-1 Preferred Stock and, in the case of the Series B Preferred Stock, any subsequent Special Mandatory Conversion will be into shares of Series B-2 Preferred Stock rather than Series B-l Preferred Stock. This corporation shall take the same actions with respect to the Series C-2 Preferred Stock and Series B-2 Preferred Stock and each subsequently authorized series of Preferred Stock upon initial issuance of shares of the last such series to be authorized. The right to receive any dividend accrued or declared but unpaid at the time of conversion, as applicable, on any shares of Preferred Stock converted pursuant to the provisions of this subsection 4(1) shall accrue to the benefit of the new shares of Preferred Stock issued upon conversion thereof. In the event that this corporation authorizes any additional sub-series of Series C Preferred Stock or Series B . Preferred Stock (such as Series B-2 Preferred Stock, Series B-3 Preferred Stock, Series C-2 Preferred Stock, Series C-3 Preferred Stock etc.), the designations, powers, preferences and rights and the qualifications, limitations and restrictions of such sub-series of Series C Preferred Stock and Series B Preferred Stock shall be substantially similar to those applicable to the sub-series of Series C Preferred Stock or Series B Preferred Stock, respectively, that preceded such sub series (i.e., if created, Series B-3 Preferred Stock would have substantially similar designations, powers, preferences and rights and qualifications, limitations and restrictions to Series B-2 Preferred Stock), except that the Conversion Price for such sub-series of Preferred Stock shall be the Conversion Price of such series of Series C Preferred Stock or Series B Preferred Stock, as applicable, in effect immediately prior to such issuance.

(m) Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived, prospectively and either generally or in a particular instance, (i) as to the Series A Stock and Series B Stock only, upon the written consent of the holders of at least two-thirds of the then outstanding shares of Series A Stock and Series B Stock, voting or acting together as a single class on an as-converted basis and not as separate series, or (ii) as to the Series C Stock only, upon the written consent of the holders of at least seventy percent (70%)

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of the then outstanding shares of Series C Stock voting or acting together as a single class. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

5. Voting Rights.

(a) General Voting Rights. The holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which each such share of Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, other than the vote to elect the Common Directors (as defined in Section 5(b)). Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) Voting for the Election of Directors.

(i) As long as at least 5,000,000 shares of Series B Preferred Stock remain outstanding (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like with respect to such shares of Preferred Stock, as applicable), the holders of a majority of the then outstanding shares of Series B Preferred Stock, voting together as a single class on an as-converted basis and not as separate series, shall be entitled to elect two (2) directors of this corporation at each annual election of directors (the "Series B Directors"). As long as at least 18,000,000 shares of Series C Preferred Stock remain outstanding (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like with respect to such shares of Preferred Stock, as applicable), the holders of a majority of the then outstanding shares of Series C Preferred Stock, voting together as a single class on an as-converted basis and not as separate series, shall be entitled to elect one (1) director of this corporation at each annual election of directors (the "Series C Director"). The holders of a majority of the then outstanding shares of Common Stock shall be entitled to elect two (2) directors of this corporation at each annual election of directors (the "Common Directors"). The holders of a majority of the then outstanding shares of Series A Stock, Series B Preferred Stock, Series C Preferred Stock and Common Stock, voting together as a single class on an as-converted basis and not as separate series, shall be entitled to elect any remaining directors of this corporation.

(ii) At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority of the shares of Series B Preferred Stock then outstanding shall constitute a quorum of the Series B Preferred Stock for the election of the Series B Directors. At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority of the shares of the Series C Preferred Stock then outstanding shall constitute a quorum of the Series C Preferred Stock for the election of the Series C Director. At any meeting (or in a written consent

in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority of the shares of Common Stock then outstanding shall constitute a quorum of the Common Stock for the election of the Common Directors. At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of at least a majority of the shares of Common Stock, Series A Stock, Series B Preferred Stock and Series C Preferred Stock, calculated on an as-converted basis as a single class, then outstanding shall constitute a quorum of the Common Stock and such series of Preferred Stock for the election of the remaining directors of this corporation.

(iii) A vacancy in any directorship elected by the holders of at least a majority of the then outstanding Series B Preferred Stock shall be filled only by vote or written consent of the holders of at least a majority of the then outstanding Series B

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Preferred Stock; a vacancy in any directorship elected by the holders of at least a majority of the then outstanding Series C Preferred Stock shall be filled only by vote or written consent of the holders of at least a majority of the then outstanding Series C Preferred Stock; a vacancy in any directorship elected by the holders of at least a majority of the then outstanding Common Stock shall be filled only by vote or written consent of the holders of at least a majority of the then outstanding Common Stock; and a vacancy in any directorship elected by the holders of the Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock shall be filled only by vote or written consent of the holders of at least a majority of then outstanding Common Stock and such series of Preferred Stock, voting together as a single class, not as separate series and on an as-converted basis.

(c) Additional Voting Rights on Redemption Default. If any Redemption Default (as defined in subsection 3(e)) has occurred, holders of the outstanding shares of the Series C Stock and Series B Stock shall be entitled to designate and elect a majority of the directors of this corporation. Such additional directors shall be deemed elected upon the approval of at least two thirds of the holders of Series C Stock or Series B Stock which this corporation was required to, but has failed or refused to redeem (calculated as a single class, not as separate series, and on an as-converted basis). Such right shall continue until there is no longer a Redemption Default in existence at which time such right shall terminate, subject to revesting upon any subsequent occurrence of a Redemption Default. Any additional director elected by holders of the Series C Stock and Series B Stock upon a Redemption Default shall continue to serve as a director until three (3) months after the date when there is no longer a Redemption Default in existence whereupon the term of office of each such additional director shall terminate.

6. Protective Provisions. So long as at least an aggregate of 30,000,000 shares of Preferred Stock are outstanding (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like with respect to such shares of Preferred Stock, as applicable), this corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least eighty percent (80%) of the then outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis and not as separate series:

(a) sell, convey, or otherwise dispose of all or substantially all of its assets or merge into or consolidate with any other corporation (other than a transaction whose sole

purpose is to change the state of this corporation' s incorporation) or effect any transaction or series of related transactions that results in the transfer of 50% or more of the outstanding voting power of this corporation;

(b) authorize or initiate any voluntary liquidation, dissolution or winding up of the corporation;

(c) change the authorized number of directors of this corporation;

(d) issue any shares of Series B-l Preferred Stock or Series C-l Preferred Stock, other than pursuant to Article IV(B)(4)(1);

(e) take any formal action with the specific intention of materially changing this corporation' s line(s) of business.

So long as at least an aggregate of 5,000,000 shares of Series B Stock are outstanding (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like with respect to such shares of Series B Stock, as applicable), this corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least two-thirds of the then outstanding shares of Series B Stock, voting together as a single class on an as-converted basis and not as separate series:

(a) alter or change the rights, preferences or privileges of the shares of Series B Preferred Stock or Series B-l Preferred Stock so as to adversely affect such shares;

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(b) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Series B Preferred Stock, Series B-l Preferred Stock or Common Stock;

(c) authorize or issue, or obligate itself to issue, any other equity security (including any other security convertible into or exercisable for any such equity security) having a preference over, or being on a parity with, the Series B Preferred Stock or Series B-l Preferred Stock with respect to dividends, liquidation, redemption or voting;

(d) change the authorized number of directors of this corporation;

(e) declare or pay any dividends on the Common Stock or Preferred Stock or redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to (i) the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment or (ii) the redemption of any share or shares of Preferred Stock in accordance with Section 3; or

(f) issue any shares of Series B-l Preferred Stock or Series C-l Preferred Stock, other than pursuant to Article IV(B)(4)(l).

So long as at least an aggregate of 19,282,684 shares of Series C Stock are outstanding (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like with respect to such shares of Series C Stock, as applicable), this corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least two-thirds of the then outstanding shares of Series C Stock, voting together as a single class on an as-converted basis and not as separate series:

(a) alter or change the rights, preferences or privileges of the shares of Series C Preferred Stock or Series C-l Preferred Stock so as to adversely affect such shares;

(b) increase or decrease (other than by redemption or conversion) the total number of authorized shares of the Common Stock or any series of Preferred Stock;

(c) authorize or issue, or obligate itself to issue, any other equity security (including any other security convertible into or exercisable for any such equity security) having a preference over, or being on a parity with, the Series C Preferred Stock or Series C-l Preferred Stock with respect to dividends, liquidation, redemption or voting;

(d) change the authorized number of directors of this corporation;

(e) declare or pay any dividends on the Common Stock or Preferred Stock or redeem, purchase or otherwise acquire (or pay into or set aside for a sinking rand for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to (i) the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment or (ii) the redemption of any share or shares of Preferred Stock in accordance with Section 3; or

(f) issue any shares of Series B-l Preferred Stock or Series C-l Preferred Stock, other than pursuant to Article IV(B)(4)(1).

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C. Status of Redeemed or Converted Stock. In the event any shares of Preferred Stock shall be redeemed or converted pursuant to Section 3 or Section 4 hereof, the shares so redeemed or converted shall be cancelled and shall not be issuable by this corporation. This Sixth Amended and Restated Certificate of Incorporation of this corporation shall be appropriately amended to effect the corresponding reduction in this corporation' s authorized capital stock.

D. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(D).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of this corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this corporation, the assets of this corporation shall be distributed as provided in Section 2(b) of Article IV hereof.

3. Redemption. The Common Stock is not redeemable at the option of the holder.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law. The number of authorized shares of Common 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 stock of this corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

ARTICLE V

Except as otherwise provided in this Sixth Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of this corporation.

ARTICLE VI

The number of directors of this corporation shall be fixed from time to time by a bylaw or amendment thereof duly adopted by the Board of Directors or by the stockholders.

ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws of this corporation shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of this corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of this corporation.

ARTICLE IX

A director of this corporation shall, to the fullest extent permitted by the General Corporation Law as it now exists or as it may hereafter be amended, not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as

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a director, except for liability (i) for any breach of the director' s duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation

Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended, after approval by the stockholders of this Article, to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended.

Any amendment, repeal or modification of this Article IX, or the adoption of any provision of this Sixth Amended and Restated Certificate of Incorporation inconsistent with this Article IX, by the stockholders of this corporation shall not apply to or adversely affect any right or protection of a director of this corporation existing at the time of such amendment, repeal, modification or adoption.

ARTICLE X

This corporation reserves the right to amend, alter, change or repeal any provision contained in this Sixth Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI

To the fullest extent permitted by applicable law, this corporation is authorized to provide indemnification of (and advancement of expenses to) agents of this corporation (and any other persons to which General Corporation Law permits this corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law, subject only to limits created by applicable General Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to this corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of this corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

* * *

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the General Corporation Law.

FOURTH: That said amendment and restatement was duly adopted in accordance with the provisions of Section 242 and 245 of the General Corporation Law.

* * *

IN WITNESS WHEREOF, this Sixth Amended and Restated Certificate of Incorporation has been executed by the President of this corporation on this 24th day of October, 2002.

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/s/ Phillip D. Hester

Phillip D. Hester, President

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EXHIBIT 3.1.44

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:14 PM 07/16/2003
FILED 03:10 PM 07/16/2003
SRV 030466550 - 3279632 FILE

CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF NEWISYS, INC.

(Pursuant to Section 242 of the General Corporation Law of the State of Delaware)

Phillip D. Hester hereby certifies that:

(1) Phillip D. Hester is the President of Newisys, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law");

(2) Section 2 of Article IV.B of the Amended and Restated Certificate of Incorporation of this corporation, filed on October 24, 2002 shall be amended to add the following Section 2(d):

(d) **Certain Merger Transaction**. Notwithstanding the provisions set forth in subsections (a) and (b) of this Section 2, in the event that, pursuant to that certain Agreement and Plan of Merger and Reorganization dated as of July 3, 2003 by and among Sanmina-SCI Corporation, a Delaware corporation ("Parent"), Aspen Acquisition Subsidiary, Inc., a Delaware corporation and wholly owned subsidiary of Parent, this corporation, and Basil Horangic, as the Stockholders' Representative (the "Merger Agreement"), a Merger (as such term is defined in the Merger Agreement) is consummated, Sections 2(a) and 2(b) above shall not apply, and the merger consideration to be issued by Parent pursuant to the Merger Agreement shall be distributed to this corporation' s stockholders pursuant to Article II of the Merger Agreement A copy of the Merger Agreement will be provided to each stockholder of this corporation upon written request therefor.

(3) This Certificate of Amendment to the Amended and Restated Certificate of Incorporation (this "Certificate of Amendment") has been duly adopted by the Board of Directors of this corporation in accordance with Section 242 of the General Corporation Law;

(4) This Certificate of Amendment has been duly approved by the stockholders of this corporation in accordance with Section 228 of the General Corporation Law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment to the Amended and Restated Certificate of Incorporation on this 16th th day of July, 2003.

/s/ Phillip D. Hester
Phillip D. Hester President

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EXHIBIT 3.1.45

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:59 PM 07/21/2003
FILED 03:50 PM 07/21/2003
SRV 030476090 - 3674904 FILE

CERTIFICATE OF MERGER

MERGING

ASPEN ACQUISITION SUBSIDIARY, INC.

WITH AND INTO

NEWISYS, INC.

Pursuant to Section 251 of the General Corporation Law of the State of Delaware

---

Newisys, Inc., a Delaware corporation ("Newisys"), DOES HEREBY CERTIFY AS FOLLOWS:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME	STATE OF INCORPORATION
Newisys, Inc.	Delaware
Aspen Acquisition Subsidiary, Inc.	Delaware

SECOND: That the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), dated as of July 3, 2003, among Sanmina-SCI Corporation, a Delaware corporation, Newisys, Aspen Acquisition Subsidiary, Inc., a Delaware corporation ("Merger Sub") and Basil Horangic, as Stockholders' Representative, setting forth the terms and conditions of the merger of Merger Sub with and into Newisys (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation in the Merger is Newisys, Inc. (the "Surviving Corporation").

FOURTH: That pursuant to the Merger Agreement, from and after the effective time of the Merger, the Certificate of Incorporation of the Surviving Corporation shall be amended and restated in its entirety to read as set forth in *Exhibit A* attached hereto.

FIFTH: That an executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address: Newisys, Inc., 10814 Jollyville Road, Building 4, Suite 300, Austin, Texas 78759.

SIXTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

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IN WITNESS WHEREOF, Newisys, Inc. has caused this Certificate of Merger to be executed in its corporate name as of the 21st day of July, 2003.

Newisys, Inc.

By: /s/ Phillip D. Hester
President and Chief Executive Officer

Signature Page to the Certificate of Merger

EXHIBIT A

RESTATED CERTIFICATE OF INCORPORATION
OF
NEWISYS, INC.

ARTICLE I

The name of the corporation is Newisys, Inc. (the "Company").

ARTICLE II

The address of the Company' s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware as the same exists or may hereafter be amended.

ARTICLE IV

This Company is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Company has authority to issue is 1,000 with par value of $0.001 per share.

ARTICLE V

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Company is expressly authorized to make, alter, amend or repeal the bylaws of the Company.

ARTICLE VI

Elections of directors need not be by written ballot unless otherwise provided in the bylaws of the Company.

ARTICLE VII

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To the fullest extent permitted by the Delaware General Corporation Law, or any other applicable law, as the same exists or may hereafter be amended, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for any action taken, or any failure to take any action, as a director.

The corporation shall indemnify and hold harmless, to the fullest extent permitted by the Delaware General Corporation Law, or any other applicable law, as the same exists or may hereafter be amended, any director or officer of the Company who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a

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"**Proceeding**") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding. The Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board.

The Company shall have the power to indemnify and hold harmless, to the extent permitted by the Delaware General Corporation Law. or any other applicable law, as the same exists or may hereafter be amended, any employee or agent of the Company who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VIII

Except as provided in Article VII above, the Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

* * *

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EXHIBIT 3.1.52

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas

APR 26 2004
Corporations Section

STATEMENT OF CHANGE OF ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is **SANMINA TEXAS LP**

The entity' s file number is **0012976910**

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the secretary of state.)

811 Dallas Avenue, Houston, Texas 77002

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is; (Please provide street address, city, state and zip code. The address must be in Texas.)

1021 Main Street, Suite 1150, Houston, Texas 77002

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: **April 22, 2004**

C T CORPORATION SYSTEM
Name of registered agent

/s/ Kenneth Uva
Signature of registered agent

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BYLAWS OF

ASPEN ACQUISITION SUBSIDIARY, INC.

ARTICLE I – MEETINGS OF STOCKHOLDERS

1 1 ***Place of Meetings***. Meetings of stockholders of Aspen Acquisition Subsidiary, Inc. (the "**Company**") shall be held at any place, within or outside the State of Delaware, designated by the Company' s board of directors (the "**Board**"). The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 21l(a)(2) of the Delaware General Corporation Law (the "**DGCL**"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Company' s principal executive office.

1.2 ***Annual Meeting***. An annual meeting of stockholders shall be held for the election of directors at such date and time as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. The Company shall not be required to hold an annual meeting of stockholders provided that (i) the stockholders are permitted to act by written consent under the Company' s certificate of incorporation and these bylaws, (ii) the stockholders take action by written consent to elect directors and (iii) the stockholders unanimously consent to such action or, if such consent is less than unanimous, all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

1.3 ***Special Meeting***. A special meeting of the stockholders may be called at any time by the Board, chairperson of the Board, chief executive officer or president (in the absence of a chief executive officer) or by one or more stockholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

If any person(s) other than the Board calls a special meeting, the request shall:

(i) be in writing;

(ii) specify the time of such meeting and the general nature of the business proposed to be transacted; and

(iii) be delivered personally or sent by registered mail or by facsimile transmission to the chairperson of the Board, the chief executive officer, the president (in the absence of a chief executive officer) or the secretary of the Company.

The officer(s) receiving the request shall cause notice to be promptly given to the stockholders entitled to vote at such meeting, in accordance with the provisions of **Sections 1.4** and **1.5** of these bylaws, that a meeting will be held at the time requested by the person or persons calling the meeting. No business may be transacted at such special meeting other than the business specified in such notice to stockholders. Nothing contained in this paragraph of this **Section 1.3**

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shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board may be held.

1.4 ***Notice of Stockholders' Meetings***. All notices of meetings of stockholders shall be sent or otherwise given in accordance with either Section 1.5 or Section 7.1 of these bylaws not less than 10 or more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

1.5 ***Manner of Giving Notice; Affidavit of Notice****:* Notice of any meeting of stockholders shall be given:

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(i) if mailed, when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the Company' s records; or

(ii) if electronically transmitted as provided in Section 7.1 of these bylaws.

An affidavit of the secretary or an assistant secretary of the Company or of the transfer agent or any other agent of the Company that the notice has been given by mail or by a form of electronic transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

1.6 ***Quorum***. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting, or (ii) the stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

1.7 ***Adjourned Meeting; Notice***. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of the adjourned meeting if the time, place if any thereof, and the means of remote communications if any by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the continuation of the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

1.8 ***Conduct of Business***. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting. The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business.

1.9 ***Voting***. The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of **Section 1.11** of these bylaws, subject to Section 217 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the certificate of incorporation or these bylaws, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the vote of the holders of shares of stock having a majority of the votes which could be cast by the holders of all shares of stock entitled to vote thereon which are present in person or represented by proxy at the meeting.

1.10 ***Stockholder Action by Written Consent Without a Meeting***. Unless otherwise provided in the certificate of incorporation, any action required by the DGCL to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a

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consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Company as provided in Section 228 of the DGCL. In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the DGCL, if such action had been voted on by stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement

required by such provision concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the DGCL.

1.11 ***Record Date for Stockholder Notice; Voting; Giving Consents***. In order that the Company may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date:

(i) in the case of determination of stockholders entitled to notice of or to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting;

(ii) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors; and

(iii) in the case of determination of stockholders for any other action, shall not be more than sixty days prior to such other action.

If no record date is fixed by the Board of Directors:

(i) 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;

(ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and

(iii) 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.

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1.12 ***Proxies***. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or

persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL.

1.13 ***List of Stockholders Entitled to Vote***. The officer who has charge of the stock ledger of the Company shall prepare and make, at least 10 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. The Company shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) 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 (ii) during ordinary business hours, at the Company' s principal executive office. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to stockholders of the Company. If the meeting is to be held at a 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 such list shall be provided with the notice of the meeting. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE II − DIRECTORS

2.1 ***Powers***. Subject to the provisions of the DGCL and any limitations in the certificate of incorporation or these bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the Company shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

2.2 ***Number of Directors***. The number of directors shall be determined from time to time by resolution of the Board, provided the Board shall consist of at least one member. No reduction of the authorized number of directors shall have the effect of removing any director before that director' s term of office expires.

2.3 ***Election, Qualification and Term of Office of Directors***. Except as provided in Section 2.4 of these bylaws, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors. Each director, including a director elected to fill a

vacancy, shall hold office until such director' s successor is elected and qualified or until such director' s earlier death, resignation or removal.

All elections of directors shall be by written ballot, unless otherwise provided in the certificate of incorporation; if authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must be either set forth or be submitted with information from which it can be determined that the electronic transmission authorized by the stockholder or proxy holder.

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2.4 ***Resignation and Vacancies***. Any director may resign at any time upon notice given in writing or by electronic transmission to the Company. When one or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this Section in the filling of other vacancies.

Unless otherwise provided in the certificate of incorporation or these bylaws:

(i) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(ii) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the Company should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the DGCL.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), then the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the DGCL as far as applicable.

2.5 ***Place of Meetings; Meetings by Telephone***. The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

2.6 ***Regular Meetings***. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

2.7 ***Special Meetings; Notice.***

Special meetings of the Board for any purpose or purposes may be called at any time by the chairperson of the Board, the chief executive officer, the president, the secretary or any two directors.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

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(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile; or

(iv) sent by electronic mail,

directed to each director at that director' s address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the Company' s records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Company' s principal executive office) nor the purpose of the meeting.

2.8 ***Quorum***. At all meetings of the Board, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

2.9 ***Board Action by Written Consent Without a Meeting***. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.10 ***Fees and Compensation of Directors***. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors.

2.11 ***Approval of Loans to Officers***. The Company may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Company or of its subsidiary, including any officer or employee who is a director of the Company or its subsidiary, whenever, in the judgment of the Board, such loan, guaranty or assistance may reasonably be expected to benefit the Company. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of stock of the Company.

2.12 ***Removal of Directors***. Unless otherwise restricted by statute, the certificate of incorporation or these bylaws, any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director' s term of office.

ARTICLE III – COMMITTEES

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3.1 ***Committees of Directors***. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers that may require it; but no such committee shall have the power or

authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Company,

3.2 ***Committee Minutes***. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

3.3 ***Meetings and Action of Committees***. Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) **Section 2.5** (place of meetings and meetings by telephone);

(ii) **Section 2.6** (regular meetings);

(iii) **Section 2.7** (special meetings and notice);

(iv) **Section 2.8** (quorum);

(v) **Section 6.10** (waiver of notice); and

(vi) **Section 2.9** (action without a meeting)

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However:*

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board; and

(iii) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE IV−OFFICERS

4.1 ***Officers***. The officers of the Company shall be a president and a secretary. The Company may also have, at the discretion of the Board, a chairperson of the Board, a vice chairperson of the Board, a chief executive officer, a chief financial officer or treasurer, one or more vice presidents, one or more assistant vice presidents, one or more assistant treasurers, one or more assistant secretaries, and any. such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

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4.2 ***Appointment of Officers***. The Board shall appoint the officers of the Company, except such officers as may be appointed in accordance with the provisions of **Sections 4.3** and **4.5** of these bylaws, subject to the rights, if any, of an officer under any contract of employment.

4.3 ***Subordinate Officers***. The Board may appoint, or empower the chief executive officer or, in the absence of a chief executive officer, the president, to appoint, such other officers and agents as the business of the Company may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

4.4 ***Removal and Resignation of Officers***. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

4.5 ***Vacancies in Offices***. Any vacancy occurring in any office of the Company shall be filled by the Board or as provided in **Section 4.2**.

4.6 ***Representation of Shares of Other Corporations***. The chairperson of the Board, the president, any vice president, the treasurer, the secretary or assistant secretary of the Company, or any other person authorized by the Board or the president or a vice president, is authorized to vote, represent, and exercise on behalf of the Company all rights incident to any and all shares of any other corporation or corporations standing in the name of the Company. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

4.7 ***Authority and Duties of Officers***. All officers of the Company shall respectively have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the Board or the stockholders and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

ARTICLE V − RECORDS AND REPORTS

5.1 ***Maintenance and Inspection of Records***. The Company shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these bylaws as amended to date, accounting books, and other records.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Company' s stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person' s interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent so to act on

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behalf of the stockholder. The demand under oath shall be directed to the Company at its registered office in Delaware or at its principal executive office.

5.2 ***Inspection by Directors***. Any director shall have the right to examine the Company' s stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court" of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the Company to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

5.3 ***Annual Report***. The Company shall cause an annual report to be sent to the stockholders of the Company to the extent required by applicable law. If and so long as there are fewer than 100 holders of record of the Company' s shares, the requirement of sending of an annual report to the stockholders of the Company is expressly waived (to the extent permitted under applicable law).

ARTICLE VI – GENERAL MATTERS

6.1 ***Stock Certificates; Partly Paid Shares***. The shares of the Company shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Company by the chairperson or vice-chairperson of the Board, or the president or vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the Company representing the number of shares registered in certificate form. Any or all of the signatures 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 certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock

certificate issued to represent any such partly paid shares, upon the books and records of the Company in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Company shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

6.2 ***Special Designation on Certificates***. If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock; *provided, however,* that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock a statement that the Company will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

6.3 ***Lost Certificates***. Except as provided in this Section 6.3, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same time. The Company may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owner' s legal representative, to give the Company

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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 or the issuance of such new certificate or uncertificated shares.

6.4 ***Construction; Definitions***. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

6.5 ***Dividends***. The Board, subject to any restrictions contained in either (i) the DGCL, or (ii) the certificate of incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the Company' s capital stock.

The Board may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Company, and meeting contingencies.

6.6 ***Fiscal Year***. The fiscal year of the Company shall be fixed by resolution of the Board and may be changed by the Board.

6.7 ***Seal***. The Company may adopt a corporate seal, which shall be adopted and which may be altered by the Board. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

6.8 ***Stock Transfer Agreements***. The Company shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

6.9 ***Registered Stockholders***. The Company:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner;

(ii) shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares; and

(iii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

6.10 ***Waiver of Notice***. Whenever notice is required to be given under any provision of the DGCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE VII – NOTICE BY ELECTRONIC TRANSMISSION

7.1 ***Notice by Electronic Transmission***. Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the DGCL, the certificate of incorporation or these bylaws, any notice to stockholders given by the Company under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission

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consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any such consent shall be deemed revoked if:

(i) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent; and

(ii) such inability becomes known to the secretary or an assistant secretary of the Company or to the transfer agent, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph 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.

An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the Company that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

7.2 ***Definition of Electronic Transmission***. An "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

7.3 ***Inapplicability***. Notice by a form of electronic transmission shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

ARTICLE VIII – INDEMNIFICATION

8.1 ***Indemnification of Directors and Officers***. The Company shall indemnify and hold harmless, to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any director or officer of the Company who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding. The

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Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board.

8.2 ***Indemnification of Others***. The Company shall have the power to indemnify and hold harmless, to the extent permitted by applicable law as it presently exists or may hereafter be amended, any employee or agent of the Company who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

8.3 ***Prepayment of Expenses***. The Company shall pay the expenses incurred by any officer or director of the Company, and may pay the expenses incurred by any employee or agent of the Company, in defending any Proceeding in advance of its final disposition; provided, *however,* that the payment of expenses incurred by a person in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this Article VIII or otherwise.

8.4 ***Determination; Claim***. If a claim for indemnification or payment of expenses under this Article VIII is not paid in full within sixty days after a written claim therefor has been received by the Company the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Company shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

8.5 ***Non-Exclusivity of Rights***. The rights conferred on any person by this Article VIII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

8.6 ***Insurance***. The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of the DGCL.

8.7 ***Other Indemnification***. The Company' s obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such

person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

8.8 ***Amendment Or Repeal***. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE IX – AMENDMENTS

These bylaws may be adopted, amended or repealed by the stockholders entitled to vote. However, the Company may, in its certificate of incorporation, confer the power to adopt, amend or repeal bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal bylaws.

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ASPEN ACQUISITION SUBSIDIARY, INC.

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of Aspen Acquisition Subsidiary, Inc., a Delaware corporation (the "Company"), and that the foregoing bylaws, comprising sixteen (16) pages, were adopted as the Company' s bylaws on July 1, 2003 by the Company' s board of directors.

The undersigned has executed this Certificate as of July 1, 2003.

/s/ [ILLEGIBLE]

Secretary

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AMENDED AND RESTATED BYLAWS OF

SCIMEX, INC.

(Initially adopted on September 15, 2003)

AMENDED AND RESTATED BYLAWS
of
SCIMEX, INC.

ARTICLE I

OFFICES

Section 1. The principal office shall be in the City of Huntsville, County of Madison, State of Alabama.

Section 2. The corporation may also have offices at such other places both within and without the State of Alabama as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

Section 1. All meetings of the shareholders for the election of directors shall be held in Huntsville, State of Alabama, at such place as may be fixed from time to time by the board of directors. Meetings of shareholders for any other purpose may be held at such time and place, within or without the State of Alabama, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of shareholders, shall be held in January on a date designated by the directors at 10:00 a.m. at which they shall elect, by a plurality vote a Board of Directors, and transact such other business as shall properly be brought before the meeting.

Section 3. Written notice of the annual meeting shall be given to each shareholder entitled to vote thereat at least ten days before the date of the meeting.

Section 4. The officer who has charge of the shares ledger of the corporation shall prepare and make, at least ten days before every election of directors, a complete list of the shareholders entitled to vote at said election arranged in alphabetical order, showing the address of and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city, town or village where the election shall be specified in the notice of the meeting, or, if not specified, at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any shareholder who may be present.

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Section 5. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of holders of not less than one-tenth of the entire capital shares of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting of shareholders, stating the time, place and object thereof, shall be given to each shareholder entitled to vote thereat, not less than ten nor more than fifty days before the date fixed for the meeting.

Section 7. Business transacted at any special meeting of shareholders shall be limited to the purpose stated in the notice.

Section 8. The holders of the majority of the shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the shares having voting power, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the articles of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Each shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy of each share of the capital shares having power held by such shareholder, but not proxy shall be voted on after eleven months from its date, unless the proxy provides for a longer period, and, except where the transfer books of the corporation have been closed or a date has been fixed as a record date for the determination of its shareholders entitled to vote, no share of shares shall be voted on at any election for directors which has been transferred on the books of the corporation within twenty days next preceding such election of directors.

Section 11. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by any provisions of the statutes or of the articles of incorporation, the meeting and vote of shareholders may be dispensed with, if all the shareholders who would have been entitled to vote upon the

action of such meeting were held, shall consent in writing to such corporate action being taken.

ARTICLE HI

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than one nor more than eleven. The first board shall consist of one director. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the board of directors or by the shareholders at the annual meeting. The directors shall be elected at the annual meeting of the shareholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is enacted and qualified. Directors need not be shareholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced.

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Section 3. The business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Meetings of the Board of Directors

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Alabama.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the shareholders to fix the time and place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the shareholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president on five days' notice to each director, either personally or by mail or by telegram, special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 8. At all meetings of the board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the articles of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the board or of such committee as the case may be, and such written consent is filed with the minutes of proceeding of the board or committee.

Committees of Directors

Section 10. The board of directors may, by resolution passed by a majority or the whole board, designate one or more committees, such committee to consist of two or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require 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 11. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Compensation of Directors

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Section 12. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Chairman of the Board

Section 13. The board of directors at its first meeting shall choose a Chairman from among the Directors.

Section 14. The Chairman shall have such powers as the board of directors may from time to time prescribe.

ARTICLE IV INDEMNIFICATION

Section 1. Under the circumstances prescribed in Sections 3 and 5, the corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether formal or informal, and whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent (unless such agent has entered into a written agreement with the corporation which sets forth a standard of care other than the ones articulated in this Section) of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, fiduciary, employee or agent (unless such agent has entered into a written agreement with the corporation which sets forth a standard of care other than the ones articulated in this Section) of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by the person in connection with such claim, action, suit or proceeding if the person acted in good faith and in a manner he or she 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 claim, 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 (a) the person did not act in good faith, (b) the person did not act in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and (c) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding anything contained herein to the contrary, trustees, fiduciaries or agents who are serving at the request of the corporation with respect to an employee benefit plan (i) who are not employees, officers or directors of the corporation but are compensated by the corporation for their services, or (ii) who have entered into a written agreement with the corporation which sets forth a standard of care other than the ones set forth in this Section, shall not be indemnified pursuant to this Section.

Section 2. Under the circumstances prescribed in Sections 3 and 5, the corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit

or proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent (unless such agent has entered into a written agreement with the corporation which sets forth a standard of care other than the ones articulated in this Section) of the corporation or is or was serving at the request of the corporation as a director, officer, partner, trustee, fiduciary, employee or agent (unless such agent has entered into a written agreement with the corporation which sets forth a standard of care other than the ones articulated in this Section) of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such claim, action, suit or proceeding if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, action, suit or proceeding, issue or matter as to which such person shall have been adjudged to the liable for negligence or

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misconduct in the performance of his or her duty to the corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. Notwithstanding anything contained herein to the contrary, trustees, fiduciaries or agents who are serving at the request of the corporation with respect to an employee benefit plan (i) who are not employees, officers or directors of the corporation but are compensated by the corporation for their services, or (ii) who have entered into a written agreement with the corporation which sets forth a standard of care other than the ones set forth in this Section, shall not be indemnified pursuant to this Section.

Section 3. To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any claim, action, suit or proceeding referred to in Sections 1 and 2, or in defense of any issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith notwithstanding that he has not been successful on any other issue or matter in any such claim, action, suit or proceeding.

Section 4. The corporation shall indemnify and hold harmless any person who is or was a director, officer, employee or agent (unless such agent has entered into a written agreement with the corporation which sets forth a standard of care other than the ones articulated in this Section) of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, fiduciary, employee or agent (unless such agent has entered into a written agreement with the corporation which sets forth a standard of care other than the ones articulated in this Section) of another foreign or domestic corporation, 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 appearance of such person as a witness in any action, suit or proceeding, whether formal or informal and whether civil, criminal, administrative or investigative, including appeals, as a result of such person having

occupied such office or position, or undertaken such service when such person is not a party to such action, suit or proceeding. Notwithstanding anything contained herein to the contrary, trustees, fiduciaries or agents who are serving at the request of the corporation with respect to an employee benefit plan (i) who are not employees, officers or directors of the corporation but are compensated by the corporation for their services, or (ii) who have entered into a written agreement with the corporation which sets forth a standard of care other than the ones set forth in this Section, shall not be indemnified pursuant to this Section.

Section 5. Except as provided in Section 3 and except as may be ordered by a court, any indemnification under Sections 1 and 2 shall be made by the corporation 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 Sections 1 and 2. Such a determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit or proceeding, or (b) if such a quorum is not obtainable, or, if obtainable, a quorum of disinterested directors so directs, by the firm of independent legal counsel then employed by the corporation, in a written opinion, or (c) by the affirmative vote of a majority of the shares entitled to vote thereon.

Section 6. Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding, as authorized in the manner provided in Section 4 above, shall be paid by the corporation in advance of the final disposition of such claim, action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized in this Article IV.

Section 7. The indemnification and advancement of expenses provided by or granted pursuant to this Article IV shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification or advancement of expenses may be entitled under any statute, rule of law, provisions of articles of incorporation, bylaw, resolution, agreement or otherwise, either specifically or in general terms, both as to action by a director, officer, employee or agent in his or her official capacity and as to action in another capacity while holding such office or position, 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 a person.

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Section 8. 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, partner, trustee, fiduciary, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted

against such person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article IV.

Section 9. For the purposes of this Article IV, the corporation shall be deemed to have requested a director, officer, employee or agent of the corporation to serve an employee benefit plan whenever the performance by such person of his or her duties to the corporation also imposes duties on, or otherwise involves services by, such person to the plan or to participants in or beneficiaries of the plan; excise taxes assessed on such person with respect to an employee benefit plan pursuant to applicable law shall be deemed "fines": and action taken or omitted by such person with respect to an employee benefit plan in the performance of his or her duties for a purpose reasonably believed by him or her to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the corporation. Any indemnification under this Article IV with regard to any employee benefit plan shall apply notwithstanding any provisions of any employee benefit plan. The corporation shall include any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor' s existence ceased upon consummation of the transaction.

Section 10. If for any reason, any provision of this Article IV is held invalid, in whole or in part, such invalidity shall not effect any other provision or part of this Article IV not held so invalid, and each such other provision or part shall to the full extent consistent with law continue in full force and effect.

ARTICLE V

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Two or more offices may be held by the same person, except that where the offices of president and secretary are held by the same person, such person shall not hold any other office.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president from among the directors, and shall choose one or more vice-president, a secretary and a treasurer, none of whom need to be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4, The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

The President

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Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and, when prescribed by the board, at meetings of the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal under the seal of the corporation except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

The Vice-Presidents

Section 8. The vice-president, or if there shall be more than one, the vice-presidents in order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

The Secretary and Assistant Secretary

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation and, when authorized by the board of directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by the secretary' s signature or by the signature of an assistant secretary.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or

disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

The Treasurer and Assistant Treasures

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration of the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to the time prescribe.

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ARTICLE VI

CERTIFICATES OF SHARES

Section 1. Every holder of shares in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Section 2. Where a certificate is signed (1) by a transfer agent or an assistant transfer agent or (2) by a transfer clerk acting on behalf of the corporation and a registrar, the signature of any such president, vice-president, treasurer, assistant treasurer, secretary or assistant secretary may be a facsimile. In case any officer or officers who have signed

or whose facsimile signature or signatures have been used on any such certificate or certificates shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by the corporation, such certificate or certificates may nevertheless be adopted by the corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or those facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation.

Lost Certificates

Section 3. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of shares to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall required and/or to give the corporation a bond in such sum as it may require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be against the corporation with respect to the certificate alleged to have been lost or destroyed.

Transfers of Stock

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Closing the Transfer Books

Section 5. The board of directors may close the shares transfer books of the corporation for a period not exceeding fifty days preceding the date of any meeting of shareholders or the date for payment of any dividend or the date of the allotment of rights or the date when any change or conversion of exchange of capital shares shall go into effect or for a period of not exceeding fifty days in connection with obtaining the consent of shareholders for any purpose. In lieu of closing the shares transfer books as aforesaid, the board of directors may fix in advance a date not exceeding fifty days preceding the date of any meeting of shareholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital shares shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, and adjournment thereof, or entitled to receive payment of any such dividend, or to any of such allotment of rights, or to exercise the rights in respect of any such changes, conversion or exchange of capital shares, or to give such consent, and in

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such case such shareholders and only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be notwithstanding any transfer of any shares on the books of the corporation after such record date fixed as aforesaid.

Registered Shareholders

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided in the laws of Alabama.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital shares of the corporation, subject to the provisions of the articles of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital shares, subject to the provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Annual Statement

Section 3. The board of directors shall present at each annual meeting and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the corporation.

Checks

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Fiscal Year

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Seal

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Alabama”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

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ARTICLE VIII AMENDMENTS

Section 1. The bylaws may be altered or repealed at any regular meeting of the shareholders or of the board of directors or at any special meeting of the shareholders or of the board of directors if notice of such alteration or repeal be contained in the notice of such special meeting. No change of the time or place of the meeting for the election of directors shall be made within sixty days next before the day on which such meeting is to be held, and in case of any change of such time or place, notice thereof shall be given to each shareholder in person or by letter mailed to his last known post office address at least twenty days before the meeting is held.

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EXHIBIT 3.2.8

AMENDED AND RESTATED BYLAWS OF

SCI SYSTEMS, INC.

(Initially adopted on September 15, 2003)

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AMENDED AND RESTATED BYLAWS OF
SCI SYSTEMS, INC.

ARTICLE I -CORPORATE OFFICES

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1.1 REGISTERED OFFICE.

The registered office of SCI Systems, Inc. shall be fixed in the corporation' s certificate of incorporation, as the same may be amended from time to time.

1.2 OTHER OFFICES.

The corporation' s Board of Directors (the "Board") may at any time establish other offices at any place or places where the corporation is qualified to do business.

ARTICLE II– MEETINGS OF STOCKHOLDERS

2.1 PLACE OF MEETINGS.

Meetings of stockholders shall be held at any place, within or outside the State of Delaware, designated by the Board. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 21 l(a) (2) of the Delaware General Corporation Law (the "DGCL"). In the absence of any such designation or determination, stockholders' meetings shall be held at the corporation' s principal executive office.

2.2 ANNUAL MEETING.

The annual meeting of stockholders shall be held each year. The Board shall designate the date and time of the annual meeting. In the absence of such designation the annual meeting of stockholders shall be held in January of each year at 10:00 a.m. At the annual meeting, directors shall be elected and any other proper business may be transacted.

2.3 SPECIAL MEETING

A special meeting of the stockholders may be called at any time by the Board, chairperson of the Board, chief executive officer or president (in the absence of a chief executive officer) or by one or more stockholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

If any person(s) other than the Board calls a special meeting, the request shall:

(i) be in writing;

(ii) specify the time of such meeting and the general nature of the business proposed to be transacted; and

(iii) be delivered personally or sent by registered mail or by facsimile transmission to the chairperson of the Board, the chief executive officer, the president (in the absence of a chief executive officer) or the secretary of the corporation.

The officer(s) receiving the request shall cause notice to be promptly given to the stockholders entitled to vote at such meeting, in accordance with the provisions of Sections 2.4 and 2.5 of these bylaws, that a meeting will be held at the time requested by the person or persons calling the meeting. No business may be transacted at such special meeting other than the business specified in such notice to stockholders. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board may be held.

2.4 NOTICE OF STOCKHOLDERS' MEETINGS.

All notices of meetings of stockholders shall be Sent or otherwise given in accordance with either Section 2.5 or Section 8.1 of these bylaws not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice

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shall specify the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

2.5 MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE.

Notice of any meeting of stockholders shall be given:

(i) if mailed, when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the corporation' s records; or

(ii) if electronically transmitted as provided in Section 8.1 of these bylaws.

An affidavit of the secretary or an assistant secretary of the corporation or of the transfer agent or any other agent of the corporation that the notice has been given by mail or by a form of electronic transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

2.6 QUORUM.

The holders of a majority of the stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting, or (ii) the stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business maybe transacted that might have been transacted at the meeting as originally noticed.

2.7 ADJOURNED MEETING; NOTICE.

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time, place if any thereof, and the means of remote communications if any by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the continuation of the adjourned meeting, the corporation may transact any business, which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.8 CONDUCT OF BUSINESS.

The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business.

2.9 VOTING.

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.11 of these bylaws, subject to Section 217 (relating to voting rights of fiduciaries, pledgers and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the certificate of incorporation or these bylaws, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder.

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2.10 STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING.

Unless otherwise provided in the certificate of incorporation, any action required by DGCL to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

2.11 RECORD DATE FOR STOCKHOLDER NOTICE; VOTING; GIVING CONSENTS.

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or 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 may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other such action.

If the Board does not so fix a record date:

(i) 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.

(ii) The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed.

(iii) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board 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 may fix a new record date for the adjourned meeting.

2.12 PROXIES.

Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL.

2.13 LIST OF STOCKHOLDERS ENTITLED TO VOTE.

The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 10 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. The corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) 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 (ii) during ordinary business hours, at the corporations principal executive office. 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

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meeting is to be held at a 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 such list shall be provided with the notice of the meeting. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE III -DIRECTORS

3.1 POWERS.

Subject to the provisions of the DGCL and any limitations in the certificate of incorporation or these bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

3.2 NUMBER OF DIRECTORS.

The authorized number of Directors shall initially be set at two (2). Thereafter the authorized number of directors shall be determined from time to time by resolution of the Board, provided the Board shall consist of at least one member. No reduction of the authorized number of directors shall have the effect of removing any director before that director' s term of office expires.

3.3 ELECTION, QUALIFICATION AND TERM OF OFFICE OF DIRECTORS.

Except as provided in Section 3.4 of these bylaws, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors. Each director, including a director elected to fill a vacancy, shall hold office until such director' s successor is elected and qualified or until such director' s earlier death, resignation or removal.

All elections of directors shall be by written ballot, unless otherwise provided in the certificate of incorporation; if authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must be either set forth or be submitted with information from which it can be determined that the electronic transmission authorized by the stockholder or proxy holder.

3.4 RESIGNATION AND VACANCIES.

Any director may resign at any time upon notice given in writing or by electronic transmission to the corporation. When one or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Unless otherwise provided in the certificate of incorporation or these bylaws:

(i) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class maybe filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

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(ii) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at anytime, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the DGCL.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), then the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the DGCL as far as applicable.

3.5 PLACE OF MEETINGS; MEETINGS BY TELEPHONE.

The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 REGULAR MEETINGS.

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

3.7 SPECIAL MEETINGS; NOTICE.

Special meetings of the Board for any purpose or purposes may be called at any time by the chairperson of the Board, the chief executive officer, the president, the secretary or any two directors.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile; or

(iv) sent by electronic mail,

directed to each director at that director' s address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the corporation' s records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to

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the director. The notice need not specify the place of the meeting (if the meeting is to be held at the corporation' s principal executive office) nor the purpose of the meeting.

3.8 QUORUM.

At all meetings of the Board, a majority of the authorized number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as maybe otherwise specifically provided by statute, the certificate of incorporation or these bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.9 BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING.

Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.10 FEES AND COMPENSATION OF DIRECTORS.

Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors.

3.11 APPROVAL OF LOANS TO OFFICERS.

The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the Board, such loan, guaranty or assistance may

reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of stock of the corporation.

3.12 REMOVAL OF DIRECTORS.

Unless otherwise restricted by statute, the certificate of incorporation or these bylaws, any director or the entire Board maybe removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director' s term of office.

ARTICLE IV -COMMITTEES

4.1 COMMITTEES OF DIRECTORS.

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The Board may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board 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 that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the corporation.

4.2 COMMITTEE MINUTES.

Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

4.3 MEETINGS AND ACTION OF COMMITTEES.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) Section 3.5 (place of meetings and meetings by telephone);

(ii) Section 3.6 (regular meetings);

(iii) Section 3.7 (special meetings and notice);

(iv) Section 3.8 (quorum);

(v) Section 7.13 (waiver of notice); and

(vi) Section 3.9 (action without a meeting)

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. However:

(i) the time of regular meetings of committees maybe determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board; and

(iii) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE V- OFFICERS

5.1 OFFICERS.

The officers of the corporation shall be a president and a secretary. The corporation may also have, at the discretion of the Board, a chairperson of the Board, a vice chairperson of the Board, a chief executive officer, a chief financial officer or treasurer, one or more vice presidents, one or more assistant vice presidents, one or more assistant treasurers, one or more assistant secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

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5.2 APPOINTMENT OF OFFICERS.

The Board shall appoint the officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 and 5.5 of these bylaws, subject to the rights, if any, of an officer under any contract of employment.

5.3 SUBORDINATE OFFICERS.

The Board may appoint, or empower the chief executive officer or, in the absence of a chief executive officer, the president, to appoint, such other officers and agents as the business of the corporation may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

5.4 REMOVAL AND RESIGNATION OF OFFICERS.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5 VACANCIES IN OFFICES.

Any vacancy occurring in any office of the corporation shall be filled by the Board or as provided in Section 5.2.

5.6 CHAIRPERSON OF THE BOARD.

The chairperson of the Board, if such an officer were elected, shall, if present, preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or as may be prescribed by these bylaws. If there is no chief executive officer or president, then the chairperson of the Board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 5.7 of these bylaws.

5.7 CHIEF EXECUTIVE OFFICER.

Subject to such supervisory powers, if any, as the Board may give to the chairperson of the Board, the chief executive officer, if any, shall, subject to the control of the Board, have general supervision, direction, and control of the business and affairs of the corporation and shall report directly to the Board. All other officers, officials, employees and agents shall report directly or indirectly to the chief executive officer. The chief executive officer shall see that all orders and resolutions of the Board are carried into effect. The chief executive officer shall serve as chairperson of and preside at all meetings of the stockholders. In the absence of a chairperson of the Board, the chief executive officer shall preside at all meetings of the Board.

5.8 PRESIDENT.

In the absence or disability of the chief executive officer, the president shall perform all the duties of the chief executive officer. When acting as the chief executive officer, the president shall have all the powers of, and be subject to all the restrictions upon, the chief executive officer. The president shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board, these bylaws, the chief executive officer or the chairperson of the Board.

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5.9 VICE PRESIDENTS.

In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the Board or, if not ranked, a vice president designated by the Board, shall perform all the duties of the president. When acting as the president, the appropriate vice president shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board, these bylaws, the chairperson of the Board, the chief executive officer or, in the absence of a chief executive officer, the president.

5.10 SECRETARY.

The secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show

(i) the time and place of each meeting;

(ii) whether regular or special (and, if special, how authorized and the notice given);

(iii) the names of those l)resent at directors' meetings or committee meetings; (iv) the number of shares present or represented at stockholders' meetings;

(v) and the proceedings thereof.

The secretary shall keep, or cause to,be kept, at the principal executive office of the corporation or at the office of the corporation' s transfer agent or registrar, as determined by resolution of the Board, a share register, or a duplicate share register showing;

(i) the names of all stockholders and their addresses;

(ii) the number and classes of shares held by each;

(iii) the number and date of certificates evidencing such shares; and

(iv) the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to he given, notice of all meetings of the stockholders and of the Board required to be given by law or by these bylaws. The secretary shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or by these bylaws.

5.11 CHIEF FINANCIAL OFFICER.

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as the Board may designate. The chief financial officer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the chief executive officer or, in the absence of a chief executive officer, the president and directors, whenever they request it, an account of all his or her transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the Board or these bylaws.

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The chief financial officer shall be the treasurer of the corporation.

5.12 ASSISTANT SECRETARY.

The assistant secretary, or, if there is more than one, the assistant secretaries in the order determined by the stockholders or Board (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of the secretary' s inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as may be prescribed by the Board or these bylaws.

5.13 ASSISTANT TREASURER.

The assistant treasurer, or, if there is more than one, the assistant treasurers, in the order determined by the stockholders or Board (or if there be no such determination, then in the order of their election), shall, in the absence of the chief financial officer or in the event of the chief financial officer' s inability or refusal to act, perform the duties and exercise the powers of the chief financial officer and shall perform such other duties and have such other powers as may be prescribed by the Board or these bylaws.

5.14 REPRESENTATION OF SHARES OF OTHER CORPORATIONS.

The chairperson of the Board, the president, any vice president, the treasurer, the secretary or assistant secretary of this corporation, or any other person authorized by the Board or the president or a vice president, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.15 AUTHORITY AND DUTIES OF OFFICERS.

In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as maybe designated from time to time by the Board or the stockholders.

ARTICLE VI– RECORDS AND REPORTS

6.1 MAINTENANCE AND INSPECTION OF RECORDS.

The corporation shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these bylaws as amended to date, accounting books, and other records.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation' s stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person' s interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent so to act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in Delaware or at its principal executive office.

6.2 INSPECTION BY DIRECTORS.

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Any director shall have the right to examine the corporation' s stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the corporation to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

ARTICLE VII– GENERAL MATTERS

7.1 CHECKS.

From time to time, the Board shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

7.2 EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS.

The Board, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

7.3 STOCK CERTIFICATES; PARTLY PAID SHARES.

The shares of the corporation shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the corporation by the chairperson or vice-chairperson of the Board, or the president or vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of such corporation representing the number of shares registered in certificate form. Any or all of the signatures 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 certificate has 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 he were such officer, transfer agent or registrar at the date of issue.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the corporation in the case of uncertificated

partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

7.4 SPECIAL DESIGNATION ON CERTIFICATES.

If the corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the

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qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the corporation shall issue to represent such class or series of stock; provided, however. that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the corporation shall issue to represent such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.5 LOST CERTIFICATES.

Except as provided in this Section 7.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation and cancelled at the same time. The corporation may issue a new certificate of stock or uncertificated shares 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 owner' 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 or the issuance of such new certificate or uncertificated shares.

7.6 CONSTRUCTION; DEFINITIONS.

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

7.7 DIVIDENDS.

The Board, subject to any restrictions contained in either (i) the DGCL, or (ii) the certificate of incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the corporation' s capital stock.

The Board may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the corporation, and meeting contingencies.

7.8 FISCAL YEAR.

The fiscal year of the corporation shall be fixed by resolution of the Board and may be changed by the Board.

7.9 SEAL.

The corporation may adopt a corporate seal, which shall be adopted and which may be altered by the Board. The corporation may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

7.10 TRANSFER OF STOCK.

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

7.11 STOCK TRANSFER AGREEMENTS.

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The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

7.12 REGISTERED STOCKHOLDERS.

The corporation:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner;

(ii) shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares; and

(iii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

7.13 WAIVER OF NOTICE.

Whenever notice is required to be given under any provision of the DGCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be

specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE VIII– NOTICE BY ELECTRONIC TRANSMISSION

8.1 NOTICE BY ELECTRONIC TRANSMISSION.

Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the DGCL, the certificate of incorporation or these bylaws, any notice to stockholders given by the corporation under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. 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.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

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(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.

An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

8.2 DEFINITION OF ELECTRONIC TRANSMISSION.

An "electronic transmission' means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

8.3 INAPPLICABILITY.

Notice by a form of electronic transmission shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

ARTICLE IX-AMENDMENTS

These bylaws may be adapted, amended or repealed by the stockholders entitled to vote. However, the corporation may, in its certificate of incorporation, confer the power to adopt, amend or repeal bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal bylaws.

ARTICLE X -INDEMNIFICATION

10.1 INDEMNIFICATION OF DIRECTORS AND OFFICERS

The corporation shall indemnify and hold harmless, to the fullest extent permitted by General Corporation Law of Delaware as it presently exists or may hereafter be amended, any director or officer of the corporation who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, 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 a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such action, suit, or proceeding. The corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

10.2 INDEMNIFICATION OF OTHERS

The corporation shall have the power to indemnify and hold harmless, to the extent permitted by applicable law as it presently exists or may hereafter be amended, any employee or agent of the corporation who was or is made or is threatened to be made a party or is otherwise

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involved in any action, suit or proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an 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 a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such action, suit, or proceeding.

10.3 PREPAYMENT OF EXPENSES

The corporation shall pay the expenses incurred by any officer or director of the corporation, and may pay the expenses incurred by any employee or agent of the corporation, in defending any proceeding in advance of its final disposition; *provided, however,* that the payment of expenses incurred by a person in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this Article 9 or otherwise.

10.4 DETERMINATION; CLAIM

If a claim for indemnification or payment of expenses under this Article 9 is not paid in full within sixty days after a written claim therefor has been received by the corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall he entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

10.5 NON-EXCLUSIVITY OF RIGHTS

The rights conferred on any person by this Article 9 shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

10.6 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, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of the General Corporation Law of Delaware.

10.7 OTHER INDEMNIFICATION

The corporation' s obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

10.8 AMENDMENT OR REPEAL

Any repeal or modification of the foregoing provisions of this Article 9 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification."

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Exhibit 5.2

[LETTERHEAD OF DEUTSCH WILLIAMS BROOKS DERENSIS & HOLLAND, PC]

April 27, 2005

Sanmina-SCI Corporation
2700 North First Street
San Jose, CA 95134

Re: Exchange of $6^3/_4$% Senior Subordinated Notes Due 2013

Ladies and Gentlemen:

You have requested our opinion with respect to certain matters relating to Hadco Corporation ("Hadco"), a Massachusetts corporation and subsidiary of Sanmina-SCI Corporation, a Delaware corporation (the "Company"), in connection with the filing of a registration statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission"), pursuant to which the Company is registering under the Securities Act of 1933, as amended (the "Act"), an aggregate of up to $400,000,000 in principal amount of the Company's $6^3/_4$% Senior Subordinated Notes due 2013 (the "Exchange Notes") for issuance in exchange for the Company's outstanding $6^3/_4$% Senior Subordinated Notes due 2013 (the "Outstanding Notes"). The Registration Statement also covers the guarantee of the Exchange Notes by certain subsidiaries of the Company (the "Subsidiary Guarantors"), including the guarantee of the Exchange Notes by Hadco (the "Exchange Notes Guarantee").

The Exchange Notes and the Exchange Notes Guarantee are to be issued pursuant to an exchange offer (the "Exchange Offer") under an Indenture, dated as of February 24, 2005 (the "Indenture"), by and among the Company, the Subsidiary Guarantors, including Hadco, and U.S. Bank National Association, as trustee, as contemplated by the Exchange and Registration Rights Agreement, dated as of February 24, 2005, by and among the Company, the Subsidiary Guarantors, including Hadco, and the Initial Purchasers named therein.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of: (i) an executed copy of the Indenture; (ii) the articles of organization and bylaws of Hadco, each as amended to the date hereof; (iii) certain resolutions adopted by the Board of Directors of Hadco; (iv) a certificate dated April 25, 2005 of the Secretary of the Commonwealth of the Commonwealth of Massachusetts (the "Massachusetts Certificate"); and (v) the form of the Exchange Notes, including the form of the Exchange Notes Guarantee. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other documents and have made such other inquiries and investigations of law as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the genuineness and authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of Hadco and others and of public officials.

Our opinions are expressed only with respect to the business corporation law of the Commonwealth of Massachusetts. The opinions expressed herein are based on laws in effect on the date hereof, which laws are subject to change with possible retroactive effect. The opinion set forth in paragraph 1 is based solely upon the Massachusetts Certificate. We express no opinion as to compliance with any federal or state law, rule or regulation relating to securities, or the sale or issuance thereof.

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Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. Hadco is validly existing in good standing under the laws of the Commonwealth of Massachusetts.

2. Hadco has the requisite corporate power to execute, deliver and perform its obligations under the Exchange Notes Guarantee.

3. The Exchange Notes Guarantee has been duly authorized by Hadco.

4. The Indenture has been duly authorized, executed and delivered by Hadco.

We consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in such Registration Statement. In giving such consent, we do not concede that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission. Further, we consent to the reliance by Wilson Sonsini Goodrich & Rosati, Professional Corporation, on this letter in connection with their opinions regarding the enforceability of the Exchange Notes Guarantee against Hadco.

Very truly yours,

DEUTSCH WILLIAMS BROOKS
DERENSIS & HOLLAND, PC

/s/ Deutsch Williams Brooks
DeRenis & Holland, PC

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Exhibit 5.3

[LETTERHEAD OF RAYBURN COOPER & DURHAM, P.A.]

April 27, 2005

Sanmina-SCI Corporation
2700 North First Street
San Jose, CA 95134

Re: Sanmina-SCI Corporation−Exchange of $400,000,000 of its Outstanding 6 3/4% Senior Subordinated Notes due 2013

Ladies and Gentlemen:

We have acted as special counsel to Sanmina-SCI Enclosures USA Inc. ("Guarantor"), a North Carolina corporation and a subsidiary of Sanmina-SCI Corporation, a Delaware corporation (the "Company"), in connection with the public offering by the Company of $400,000,000 aggregate principal amount of the Company's 6 3/4% Senior Subordinated Notes due 2013 (the "Exchange Notes") that are guaranteed by certain of the Company's subsidiaries, including the guaranty of the Exchange Notes by the Guarantor (the "Exchange Note Guaranty"). The Exchange Notes and the Exchange Note Guaranty are to be issued pursuant to an exchange offer (the "Exchange Offer"), in exchange for a like principal amount of the Company's issued and outstanding 6 3/4% Senior Subordinated Notes due 2013 that are also guaranteed by the Guarantor and certain other subsidiaries of the Company, under an Indenture, dated as of February 24, 2005 (the "Indenture"), by and among the Company, certain subsidiary guarantors, including the Guarantor, and U.S. Bank National Association, as trustee, as contemplated by the Exchange and Registration Rights Agreement, dated as of February 24, 2005, by and among the Company, certain subsidiary guarantors, including Guarantor, and the Initial Purchasers named therein.

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Act").

In connection with this opinion, we have examined copies of the Registration Statement, the Indenture, the Exchange Notes, the Exchange Note Guaranty and such other documents and have made such other inquiries and investigations of law as we have deemed necessary or appropriate to enable us to render the opinion expressed below. We have assumed the genuineness and authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as copies thereof. We have relied upon the Certificate of Existence for Sanmina-SCI Enclosures USA, Inc. from the North Carolina Secretary of State dated April 21, 2005 (the "North Carolina Certificate").

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of Guarantor and others and of public officials.

We express no opinion as to the laws of any jurisdiction other than the North Carolina Business Corporation Act. The opinions expressed herein are based on laws in effect on the date hereof, which laws are subject to change with possible retroactive effect. The opinion set forth in paragraph 1 is based solely upon the North Carolina Certificate.

Based upon the foregoing, and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

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1. Guarantor is a corporation in existence under the laws of the State of North Carolina.

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2. Guarantor has the corporate power and authority to execute and deliver the Exchange Note Guaranty and to consummate the transactions contemplated thereby.

3. The Exchange Note Guaranty has been duly authorized by Guarantor.

4. The Indenture has been duly authorized, executed and delivered by Guarantor.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission (the "Commission") as an exhibit to the Registration Statement filed by the Company and the Guarantor with respect to the Exchange Offer. We also consent to the reference to our firm under the caption "Legal Matters" in such Registration Statement. Further, we consent to the reliance by Wilson Sonsini Goodrich & Rosati, Professional Corporation, on this letter in connection with the opinions given by them regarding the enforceability of the Exchange Note Guaranty by the Guarantor. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Very truly yours,

RAYBURN COOPER & DURHAM, P.A.

/s/ Rayburn Cooper & Durham, P.A.

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Exhibit 5.4

[LETTERHEAD OF HOLLAND & HART LLP]

April 29, 2005

Sanmina-SCI Corporation
2700 North First Street
San Jose, CA 95134

Re: SANMINA-SCI CORPORATION−EXCHANGE OF $400,000,000 OF ITS OUTSTANDING 6 3/4% SENIOR SUBORDINATED NOTES DUE 2013

Ladies and Gentlemen:

You have requested our opinion with respect to certain matters in connection with the filing by Sanmina-SCI Corporation, a Delaware corporation (the "Company"), of a Registration Statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission, pursuant to which the Company is registering under the Securities Act of 1933, as amended, an aggregate of $400,000,000 in principal amount of the Company's 6 3/4% Senior Subordinated Notes due 2013 (the "Exchange Notes") for issuance in exchange for the Company's outstanding 6 3/4% Senior Subordinated Notes due 2013 (the "Outstanding Notes"). The Registration Statement refers to the guarantee of the Exchange Notes by certain subsidiaries of the Company, including the guarantee of the Exchange Notes (the "Exchange Notes Guaranty") by SCI Plant No. 22, LLC, a Colorado limited liability company and subsidiary of the Company (the "Subsidiary Guarantor"), and certain other subsidiaries of the Company.

The Outstanding Notes and guarantees of the Outstanding Notes by certain subsidiaries of the Company were issued, and the Exchange Notes and Guaranties of the Exchange Notes will be issued, pursuant to an Indenture dated February 24, 2005 (the "Indenture") by and among the Company, the Subsidiary Guarantor, certain other subsidiary guarantors, and U.S. Bank National Association, as Trustee.

In connection with this opinion, we have examined copies of (a) the Articles of Organization and Operating Agreement for the Subsidiary Guarantor, (b) the Indenture, and (c) the form of the Exchange Notes, including the form of the Exchange Notes Guaranty, and have made such other inquiries and investigations of law as we have deemed necessary or appropriate to enable us to render the opinion expressed below. We have assumed the genuineness and authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as copies thereof. As to certain factual matters, we have relied upon certifications of an officer of the member the Subsidiary Guarantor and have not sought independently to verify such matters.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Subsidiary Guarantor is duly organized and is validly existing in good standing under the laws of the State of Colorado (the "State").

2. The Subsidiary Guarantor has the requisite limited liability company power and authority to execute, deliver and perform its obligations under the Exchange Notes Guaranty.

3. The Indenture has been duly authorized, executed and delivered by the Subsidiary Guarantor.

4. The Exchange Notes Guaranty has been duly and validly authorized by the Subsidiary Guarantor.

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We consent to the reference to our firm under the caption "Legal Matters" in the Prospectus included in the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement. Further, we consent to the reliance by Wilson Sonsini on this letter in connection with their

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opinions regarding the enforceability of the Exchange Notes Guaranty against the Subsidiary Guarantor.

The opinions expressed herein are limited solely to the laws of the State. We have made no inquiry into, and we express no opinion as to:

1) the statutes, regulations, treaties, common laws or other laws of any other state or jurisdiction; or

2) the effect of, or compliance with, State tax, antitrust or securities laws, rules or regulations.

We express no opinion as to any matter other than as expressly set forth above, and no other opinion is intended to be implied or inferred herefrom. The opinions expressed herein are given as of the date hereof and we undertake no obligation hereby and disclaim any obligation to advise you of any change in law, facts or circumstances occurring after the date hereof pertaining to any matter referred to herein.

This opinion is provided as a legal opinion only, effective as of the date of this letter, and not as a guaranty or warranty of the matters discussed herein or as representations of fact. We understand that the addressee has made such independent investigations of the facts as the addressee deemed necessary, and that the determination of the extent of those investigations that are necessary has been made independent of this opinion letter.

This letter may not be published or quoted to, or filed with, any other person without our prior written consent.

Very truly yours,

/s/ HOLLAND & HART LLP

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Exhibit 12.1

Sanmina-SCI Corporation
Statement of Computation of Ratio of Earnings to Fixed Charges

	Quarter Ended January 1, 2005	Fiscal Year				
		2004	2003	2002	2001	2000
	(In thousands, except ratios)					
Fixed Charges:						
Interest costs and amortization of debt discount and debt issuance costs	$ 38,603	$ 132,809	$ 130,263	$ 97,833	$ 55,218	$ 46,796
Interest included in rental expense	1,369	6,678	7,836	9,756	12,646	14,471
Total fixed charges	$ 39,972	$ 139,487	$ 138,099	$ 107,589	$ 67,864	$ 61,267
Earnings:						
Income (loss) before provision for income taxes	$ 33,320	$ (15,581)	$ (198,207)	$ (2,814,892)	$ 82,792	$ 349,971
Loss from investment in 50% or less owned companies	–	15,526	6,351	4,512	–	–
Fixed charges	39,972	139,487	138,099	107,589	67,864	61,267
Total earnings for computation of ratio	$ 73,292	$ 139,432	$ (53,757)	$ (2,702,791)	$ 150,656	$ 411,238
Ratio of earnings to fixed charges (1)	1.8x	1.0x	–	–	2.2x	6.7x

(1) Earnings for fiscal 2003 and 2002 were not sufficient to cover fixed charges by approximately $191.9 million for fiscal 2003 and approximately $2.8 billion for fiscal 2002. The loss before income taxes for fiscal 2003 included an impairment of long-lived assets loss of $95.6 million and the loss before income taxes for fiscal 2002 included a goodwill impairment loss of $2.8 billion.

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Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Sanmina-SCI Corporation:

We consent to the incorporation by reference in this registration statement on Form S-4 of Sanmina-SCI Corporation of our report dated December 23, 2004, with respect to the consolidated balance sheets of Sanmina-SCI Corporation and subsidiaries as of October 2, 2004 and September 27, 2003, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended October 2, 2004, and the related financial statement schedule, which appears in the October 2, 2004 annual report on Form 10-K of Sanmina-SCI Corporation, and to the reference to our firm under the heading "Experts" in the Registration Statement.

Our report, dated December 23, 2004, contains an explanatory paragraph stating that effective as of September 30, 2001, the Company adopted the provisions of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets".

/s/ KPMG LLP

Mountain View, California
April 28, 2005

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Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall **Minneapolis, Minnesota** (Address of principal executive offices)	**55402** (Zip Code)

Paula Oswald
U.S. Bank National Association
633 W. 5TH Street, 24th Floor
Los Angeles, CA 90071
(213) 615-6043
(Name, address and telephone number of agent for service)

SANMINA-SCI CORPORATION

(Issuer with respect to the Securities)

DELAWARE (State or other jurisdiction of incorporation or organization)	**77-0228183** (I.R.S. Employer Identification No.)
2700 N. First Street, San Jose, CA (Address of Principal Executive Offices)	**95134** (Zip Code)

6 ¾% Senior Subordinated Notes due 2013
(Title of the Indenture Securities)

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FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*
Trustee is authorized to exercise corporate trust powers.

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*
None

In answering this item, the trustee has relied, in part, upon information furnished by the obligor and the underwriters, and has also examined its own books and records for the purpose of answering this item.

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*

2. A copy of the certificate of authority of the Trustee to commence business.*

3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers.*

4. A copy of the existing bylaws of the Trustee.*

5. A copy of each Indenture referred to in Item 4. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

* Incorporated by reference to Registration Number 333-67188.
A copy of the Articles of Association of the trustee, as now in effect, is on file with the Securities and Exchange Commission as an Exhibit with corresponding exhibit number to the Form T-1 of Structured Obligations Corporation, filed pursuant to Section 305(b)(2) of the Trust Indenture Act of 1939, as amended (the "Act"), on November 16, 2001 (Registration No. 333-67188), and is incorporated herein by reference.

NOTE

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The answers to this statement insofar as such answers relate to what persons have been underwriters for any securities of the obligors within three years prior to the date of filing this statement, or what persons are owners of 10% or more of the voting securities of the obligors, or affiliates, are based upon information furnished to the Trustee by the obligors.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles, State of California on the 30th day of March, 2005.

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Paula Oswald
Paula Oswald
Vice President

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: March 30, 2005

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Paula Oswald
Paula Oswald
Vice President

Exhibit 7

U.S. Bank National Association
Statement of Financial Condition

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As of 12/31/2004

($000' s)

		12/31/2004
Assets		
Cash and Due From Depository Institutions	$	6,340,324
Federal Reserve Stock		0
Securities		41,160,517
Federal Funds		2,727,496
Loans & Lease Financing Receivables		122,755,374
Fixed Assets		1,861,688
Intangible Assets		10,104,022
Other Assets		9,487,217
Total Assets	**$**	**194,436,638**
Liabilities		
Deposits	$	128,301,617
Fed Funds		3,378,614
Treasury Demand Notes		4,848,145
Trading Liabilities		156,654
Other Borrowed Money		25,478,470
Acceptances		94,553
Subordinated Notes and Debentures		6,386,971
Other Liabilities		5,910,141
Total Liabilities	**$**	**174,555,165**
Equity		
Minority Interest in Subsidiaries	$	1,016,160
Common and Preferred Stock		18,200
Surplus		11,792,288
Undivided Profits		7,054,825
Total Equity Capital	**$**	**19,881,473**
Total Liabilities and Equity Capital	**$**	**194,436,638**

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Exhibit 99.1

LETTER OF TRANSMITTAL

Sanmina-SCI Corporation

Offer for all outstanding
6 3/4% Senior Subordinated Notes due March 1, 2013 and associated guarantees
in exchange for
6 3/4% Senior Subordinated Notes due March 1, 2013 and associated guarantees,
which have been registered
under the Securities Act of 1933, as amended

Pursuant to the Prospectus, dated , 2005

The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

The exchange agent for the exchange offer is:
U.S. Bank National Association

Facsimile Transmission:
(for eligible institutions only):
(651) 495-8158
Attn: Specialized Finance

To Confirm by Telephone:
(651) 495-3511

By Hand and Overnight Delivery or Certified Mail:
U.S. Bank National Association
West Side Flats Operations Center
60 Livingston Avenue
St. Paul, MN 55107
Attn: Specialized Finance
Sanmina-SCI Corporation
6 3/4% Senior Subordinated Notes Due March 1, 2013

For Information:
(213) 615-6043

Delivery of this letter of transmittal to an address other than as set forth above or transmission of this letter of transmittal via facsimile to a number other than as set forth above will not constitute a valid delivery.

The undersigned acknowledges that he or she has received the prospectus, dated , 2005, of Sanmina-SCI Corporation, a Delaware corporation, which we refer to as Sanmina-SCI in this letter, and this letter of transmittal, which together constitute Sanmina-SCI's offer to exchange, which we refer to as the exchange offer in this letter, an aggregate principal amount of up to $400,000,000 of Sanmina-

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SCI's 6 3/4% Senior Subordinated Notes due March 1, 2013 and associated guarantees, which we collectively refer to as the exchange notes in this letter, which have been registered under the Securities Act of 1933, as amended, which we refer to as the Securities Act in this letter, for a like principal amount of Sanmina-SCI's issued and outstanding 6 3/4% Senior Subordinated Notes due March 1, 2013 and associated guarantees, which we collectively refer to as the original notes in this letter, from the registered holders thereof. We refer to this letter of transmittal as this letter.

For each original note accepted for exchange, the holder of such original note will receive an exchange note having a principal amount equal to that of the surrendered original note. The exchange

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notes will bear interest from the most recent date to which interest has been paid on the original notes or, if no interest has been paid on the original notes, from February 24, 2005. As a result, registered holders of exchange notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the most recent date to which interest has been paid or, if no interest has been paid, from February 24, 2005. Original notes accepted for exchange will cease to accrue interest from and after the closing date of the exchange offer. Holders of original notes whose original notes are accepted for exchange will not receive any payment in respect of accrued interest on such original notes otherwise payable on any interest payment date the record date for which occurs on or after the closing date of the exchange offer.

This letter is to be completed by a holder of original notes if certificates for original notes are to be forwarded with this letter. Original notes tendered by book-entry transfer by holders of original notes in book-entry form must be made by delivering an agent's message transmitted by the Depository Trust Company, which we refer to as DTC in this letter, pursuant to the procedures set forth in "The Exchange Offer−Book-Entry Transfer" section of the prospectus in lieu of this letter. The term "agent's message" means a message, transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation (as defined below), which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agreed to be bound by the terms and conditions of the exchange offer, including the representations and warranties contained in this letter of transmittal, as set forth in the prospectus and this letter of transmittal and that Sanmina-SCI may enforce this letter of transmittal against such participant. Holders of original notes whose certificates are not immediately available, or who are unable to deliver their certificates or confirmation of the book-entry tender of their original notes into the exchange agent's account at DTC, which we refer to as a book-entry confirmation in this letter, and all other documents required by this letter to the exchange agent on or prior to the expiration date, must tender their original notes according to the guaranteed delivery procedures set forth in "The Exchange Offer−Guaranteed Delivery Procedures" section of the prospectus. See Instruction 1.

Delivery of documents to DTC does not constitute delivery to the exchange agent.

The undersigned has completed the appropriate boxes below and signed this letter to indicate the action the undersigned desires to take with respect to the exchange offer. List below the original notes to which this letter relates. If the space provided below is inadequate, the certificate numbers and principal amount of original notes should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF ORIGINAL NOTES

	(1)	(2)	(3)
Name and Address of Registered Holder	**Certificate Number(s) (Delivered Herewith)***	**Aggregate Principal Amount of Original Notes**	**Aggregate Principal Amount of Original Notes Tendered****
	Total		

* Need not be completed if original notes are being tendered by book-entry transfer.

** Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the original notes indicated in column 2. See Instruction 2. Original notes tendered hereby must be in denominations of $1,000 principal amount or any integral multiple thereof. See Instruction 1.

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☐ **Check here if certificates representing tendered original notes are enclosed herewith**.

☐ **Check here if tendered original notes are being delivered by book-entry transfer made to the account maintained by the exchange agent with DTC and complete the following:**

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

By crediting the original notes to the exchange agent's account at DTC's Automated Tender Offer Program, which we refer to as ATOP in this letter, and by complying with applicable ATOP procedures with respect to the exchange offer, including transmitting to the exchange agent a computer-generated agent's message in which the holder of the original notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this letter, the participant in DTC confirms on behalf of itself and the beneficial owners of such original notes all provisions of this letter (including all representations and warranties) are applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this letter to the exchange agent. **Please Note: There is no requirement to deliver a completed letter of transmittal to the exchange agent in the exchange offer if a holder is tendering their original notes held in book-entry form in the exchange offer in compliance with applicable ATOP procedures and an agent's message is properly delivered.**

☐ **Check here if tendered original notes are being delivered pursuant to a notice of guaranteed delivery previously sent to the exchange agent and complete the following**:

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution Which Guaranteed Delivery: _____

If delivered by book-entry transfer, complete the following: _____

Account Number: _____

Transaction Code Number: _____

☐ **Check here if you are a broker-dealer and wish to receive 10 additional copies of the prospectus and 10 copies of any amendments or supplements thereto.**

Name: _____

Address: _____

The undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of exchange notes. In addition, if the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for original notes that were acquired as a

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result of market-making activities or other trading activities, it acknowledges that such original notes were acquired by such broker-dealer as a result of market-making or other trading activities and, that it must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, including the delivery of a prospectus that contains information with respect to any selling holder required by the Securities Act in connection with any resale of the exchange notes, however, by acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a broker-dealer that will receive exchange notes, it represents that the original notes to be exchanged for the exchange notes were acquired as a result of market-making activities or other trading activities.

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SIGNATURE MUST BE PROVIDED BELOW

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Subject to the terms and conditions of the exchange offer, the undersigned hereby tenders to Sanmina-SCI the aggregate principal amount of original notes indicated above. Subject to, and effective upon, the acceptance for exchange of the original notes tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, Sanmina-SCI all right, title and interest in and to such original notes as are being tendered hereby.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as the undersigned's true and lawful agent and attorney-in-fact with respect to such tendered original notes, with full power of substitution, among other things, to cause the original notes to be assigned, transferred and exchanged.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the original notes, and to acquire exchange notes issuable upon the exchange of such tendered original notes, and that, when the same are accepted for exchange, Sanmina-SCI will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same are accepted by Sanmina-SCI. The undersigned hereby further represents that:

(1) any exchange notes received by the undersigned will be received in the ordinary course of business,

(2) the undersigned will have no arrangement or understanding with any person to participate in the distribution of the original notes or the exchange notes within the meaning of the Securities Act,

(3) the undersigned is not an "affiliate" (as such term is defined in Rule 405 of the Securities Act) of Sanmina-SCI, or if the undersigned is an affiliate, then the undersigned will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable,

(4) it is not engaged in, and does not intend to engage in, the distribution of the exchange notes, and

(5) if the undersigned is a broker-dealer, then it will receive the exchange notes for its own account in exchange for the original notes that were acquired as a result of market-making activities or other trading activities and that it will deliver a prospectus in connection with any resale of the exchange notes.

The undersigned acknowledges that this exchange offer is being made in reliance on interpretations by the staff of the Securities and Exchange Commission, which we refer to as the SEC in this letter, as set forth in no-action letters issued to third parties, that the exchange notes issued pursuant to the exchange offer in exchange for the original notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of Sanmina-SCI within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such exchange notes are acquired in the ordinary course of such holders' business and such holders have no arrangement with any person to participate in the distribution of such exchange notes. However, the SEC has not considered the exchange offer in the context of a no-action letter and there can be no assurance that the staff of the SEC would make a similar determination with respect to the exchange offer as in other circumstances. The undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of exchange notes and has no arrangement or understanding to participate in a

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distribution of exchange notes. If any holder is an affiliate of Sanmina-SCI or is engaged in or intends to engage in or has any arrangement or understanding with respect to the distribution of the exchange notes to be acquired pursuant to the exchange offer, such holder:

(1) may not participate in the exchange offer,

(2) can not rely on the applicable interpretations of the staff of the SEC, and

(3) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

If the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for original notes, it represents that the original notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes. However, by acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. By tendering, the undersigned further represents to Sanmina-SCI that:

(1) the undersigned and each beneficial owner acknowledge and agree that any person who is a broker-dealer registered under the Securities Exchange Act of 1934, as amended, or is participating in the exchange offer for the purpose of distributing the exchange notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the exchange notes acquired by such person and cannot rely on the position of the staff of the SEC set forth in certain no-action letters, and

(2) the undersigned and each beneficial owner understand that a secondary resale of the original notes acquired by the undersigned directly from Sanmina-SCI should be covered by an effective registration statement containing the selling securityholder information required by Item 507 or the plan of distribution information required by Item 508, as applicable, of Regulation S-K of the SEC.

The undersigned acknowledges that Sanmina-SCI's acceptance of original notes validly tendered for exchange pursuant to any one of the procedures described in the section of the prospectus entitled "The Exchange Offer" and in the instructions hereto will constitute a binding agreement between the undersigned and Sanmina-SCI upon the terms and subject to the conditions of the exchange offer.

The undersigned will, upon request, execute and deliver any additional documents deemed by Sanmina-SCI to be necessary or desirable to complete the sale, assignment and transfer of the original notes tendered hereby. All authority conferred or agreed to be conferred in this letter and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in "The Exchange Offer−Withdrawal of Tenders" section of the prospectus.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, please issue the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) in the name of the undersigned. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Original Notes."

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The undersigned, by completing the table entitled "Description of Original Notes" above and signing this letter of transmittal, will be deemed to have tendered the original notes, as set forth in such table above. Please read this entire letter of transmittal carefully before completing the table above.

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SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if original notes are exchanged and/or exchange notes are to be issued in the name of someone other than the person or persons whose signature(s) appear(s) on this letter of transmittal above.

Issue: (please check one or more) ☐ exchange notes
☐ original notes
in the name of:

Name(s) _____
(Please Type or Print)
_____
(Please Type or Print)

Address: _____
(Please Type or Print)

_____

_____
(Zip Code)

TIN _____
(Social Security Number or
Employer Identification Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for original notes not exchanged and/or exchange notes are to be delivered to someone other than the person or persons whose signature(s) appear(s) on this letter of transmittal above or to such person or persons at an address other than that shown in the table entitled "Description of Original Notes" above.

Mail: (please check one or more)
☐ exchange notes
☐ original notes
to:

Name(s) _____
(Please Type or Print)
_____
(Please Type or Print)

Address: _____
(Please Type or Print)

_____

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(Zip Code)

Important: Unless guaranteed delivery procedures are complied with, this letter of transmittal (or a manually signed facsimile hereof) or an agent's message in lieu thereof pursuant to DTC's ATOP system (together with the certificates evidencing original notes or a book-entry confirmation, as applicable, and all other required documents) must be received by the exchange agent prior to the expiration date.

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In order to validly tender original notes for exchange notes, holders of original notes in certificated form that wish to tender their original notes for exchange notes in the exchange offer must complete, execute and deliver this letter of transmittal.

Except as stated in the prospectus, all authority herein conferred or agreed to be conferred shall survive the death, incapacity or dissolution of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as otherwise stated in the prospectus, this tender for exchange of original notes is irrevocable.

PLEASE SIGN HERE

(To be completed by all tendering and consenting holders)
(Complete Accompanying Substitute Form W-9 below)

By completing, executing and delivering this letter of transmittal, the undersigned hereby tenders the principal amount of the original notes listed above in the table labeled "Description of Original Notes" under the column heading "Aggregate Principal Amount of Original Notes Tendered" or, if nothing is indicated in such column, with respect to the entire aggregate principal amount represented by the original notes described in such table.

X _____

X _____

Signature(s) of Owner

Dated: _____ , 2005.

Area Code and Telephone Number: _____

If a holder is tendering original notes, this letter must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the original notes or by any person(s) authorized to become the registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, officer or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 3.

Name(s): _____

_____

(Please Type or Print)

Capacity: _____

Address: _____

Tax Identification No: _____

SIGNATURE GUARANTEE

(If required by Instruction 3)

Signature(s) Guaranteed by
an Eligible Institution: _____

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(Authorized Signature)

(Title)

(Name and Firm)

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INSTRUCTIONS

Forming part of the terms and conditions of
the exchange offer of Sanmina-SCI Corporation

1. Delivery of this letter and original notes; Guaranteed delivery procedures.

This letter is to be completed by holders of original notes if certificates for original notes are to be forwarded with this letter. Original notes tendered by book-entry transfer by holders of original notes in book-entry form must be made by delivering an agent's message transmitted by the Depository Trust Company, which we refer to as DTC in this letter, in lieu of this letter pursuant to the procedures set forth in "The Exchange Offer−Book-Entry Transfer" section of the prospectus. The term "agent's message" means a message, transmitted by DTC to and received by the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by the terms and conditions of the exchange offer, including the representations and warranties contained in this letter, as set forth in the prospectus and this letter and that Sanmina-SCI may enforce this letter against such participant. In the case of original notes held:

(1) in certificated from, certificates for all physically tendered original notes as well as a properly completed and duly executed letter of transmittal (or manually signed facsimile of this letter) or

(2) in book-entry form, by a book-entry confirmation and delivery of an agent's message,

and in either case any other documents required by this letter, must be received by the exchange agent at the address set forth herein on or prior to the expiration date, or the tendering holder must comply with the guaranteed delivery procedures set forth below. Original notes tendered hereby must be in denominations of principal amount of $1,000 and any integral multiple thereof.

Holders whose certificates for original notes are not immediately available or who cannot deliver their certificates and all other required documents to the exchange agent on or prior to the expiration date, or who cannot complete the procedure for book-entry transfer on a timely basis, may tender their original notes pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer−Guaranteed Delivery Procedures" section of the prospectus. Pursuant to such procedures,

(3) such tender must be made through an eligible institution,

(4) prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent must receive from such eligible institution a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by Sanmina-SCI (by facsimile transmission, mail or hand delivery), setting forth the name and address of the holder of original notes and the amount of original notes tendered, stating that the tender is being made thereby and guaranteeing that within three New York Stock Exchange, which we refer to as NYSE in this letter, trading days after the date of execution of the notice of guaranteed delivery, the certificates for all physically tendered original notes, in proper form for transfer, together with a properly completed and duly executed letter of transmittal (or facsimile of this letter) or a book-entry confirmation for original notes held in book-entry form together with an agent's message instead of this letter, as the case may be, with any required signature guarantees and any other documents required by this letter will be deposited by the eligible institution with the exchange agent, and

(5) the certificates for all physically tendered original notes, in proper form for transfer, together with a properly completed and duly executed letter of transmittal (or facsimile of this letter) or a book-entry confirmation for original notes held in book-entry form together with an agent's message instead of this letter, as the case may be, with any required signature guarantees and all other documents required by this letter, are received by the exchange agent within three NYSE trading days after the date of execution of the notice of guaranteed delivery.

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The method of delivery of this letter, the original notes and all other required documents is at the election and risk of the tendering holders, but the delivery will be deemed made only when actually received or confirmed by the exchange agent. If original notes are sent by mail, it is suggested that the mailing be registered mail, properly insured, with return receipt requested, made sufficiently in advance of the expiration date to permit delivery to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date.

See "The Exchange Offer" section of the prospectus.

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2. Partial tenders (not applicable to noteholders who tender by book-entry transfer).

If less than all of the original notes evidenced by a submitted certificate are to be tendered, the tendering holder(s) should fill in the aggregate principal amount of original notes to be tendered in the box above entitled "Description of Original Notes−Aggregate Principal Amount of Original Notes Tendered." A reissued certificate representing the balance of nontendered original notes will be sent to such tendering holder, unless otherwise provided in the appropriate box on this letter, promptly after the expiration date. **All of the original notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.**

3. Signatures on this letter; Bond powers and endorsements; Guarantee of signatures.

If this letter is signed by the registered holder of the original notes tendered hereby, the signature must correspond exactly with the name as written on the face of the certificates without any change whatsoever.

If any tendered original notes are owned of record by two or more joint owners, all of such owners must sign this letter.

If any tendered original notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this letter as there are different registrations of certificates.

When this letter is signed by the registered holder or holders of the original notes specified herein and tendered hereby, no endorsements of certificates or separate bond powers are required. If, however, the exchange notes are to be issued, or any untendered original notes are to be reissued, to a person other than the registered holder, then endorsements of any certificates transmitted hereby or separate bond powers are required. Signatures on such certificate(s) must be guaranteed by an eligible institution.

If this letter is signed by a person other than the registered holder or holders of any certificate(s) specified herein, such certificate(s) must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name or names of the registered holder or holders appear(s) on the certificate(s) and signatures on such certificate(s) must be guaranteed by an eligible institution.

If this letter or any certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by Sanmina-SCI, proper evidence satisfactory to Sanmina-SCI of their authority to so act must be submitted.

Endorsements on certificates for original notes or signatures on bond powers required by this Instruction 3 must be guaranteed by a firm that is a financial institution (including most banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchanges Medallion Program (each an "eligible institution").

Signatures on this letter need not be guaranteed by an eligible institution, provided the original notes are tendered: (i) by a registered holder of original notes (which term, for purposes of the exchange offer, includes any participant in the DTC system whose name appears on a security position listing as the holder of such original notes) who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this letter, or (ii) for the account of an eligible institution.

4. Special issuance and delivery instructions.

Tendering holders of original notes should indicate in the applicable box the name and address to which exchange notes issued pursuant to the exchange offer and/or substitute certificates evidencing original notes not exchanged are to be issued or sent, if different from the name or address of the person signing this letter. In the case of issuance in a different name, the employer identification or social security number of the person named must also be indicated. If no such instructions are given, such original notes not exchanged will be returned to the name and address of the person signing this letter.

5. Backup and Nonresident Withholding

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A U.S. holder of exchange notes may be subject to backup withholding at a rate of 28% with respect to interest paid on the exchange notes and proceeds from the sale, exchange, redemption or retirement of the exchange notes. In order to avoid backup withholding, a U.S. holder of exchange notes should provide the exchange agent with such holder's correct Taxpayer Identification Number ("TIN") and other certifications on the

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Substitute Form W-9 enclosed with this Letter of Transmittal. If the shares are in more than one name or are not in the name of the actual owner, please consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute IRS Form W-9 for additional guidance on which number to report. If the holder does not have a TIN, the holder should write "Applied For" in the space provided for the TIN. If a U.S. holder does not provide a TIN within 60 days of a reportable payment, backup withholding at a rate of 28% may apply to such payment. Backup withholding is not an additional tax. Rather, the tax liability of a person subject to backup withholding may be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund from the Internal Revenue Service may be obtained.

Certain holders (including, among others, corporations and non-U.S. holders) are exempt from these backup withholding and reporting requirements. However, non-U.S. holders may be subject to nonresident withholding on interest payments unless they provide a United States Internal Revenue Service Form W-8BEN or another appropriate version of Form W-8 and are otherwise eligible for the portfolio interest exception, as described in the prospectus relating to the original notes, and non-U.S. holders may in any case be subject to nonresident reporting on interest payments. Exempt persons who are U.S. holders should indicate their exempt status on Substitute Form W-9 by entering their correct TIN, marking the appropriate space, and signing and dating the Substitute Form W-9 in the space provided.

A non-U.S. holder should submit to the exchange agent the appropriate version of Form W-8, properly completed, including certification of such individual's foreign status, and signed under penalty of perjury. Form W-8BEN is the version of Form W-8 most likely to apply to foreign persons claiming exemption from withholding. Non-U.S. holders should carefully read the instructions to Form W-8BEN and, if applicable, complete the required information, sign and date the Form W-8BEN and return the form to the exchange agent with the completed Letter of Transmittal. In certain cases, Form W-8BEN may not be the proper United States Internal Revenue Service form to be completed and returned, depending on the status of the foreign person claiming exemption from backup withholding. If you are a non-U.S. holder, you must complete and return the appropriate version of Form W-8. Form W-8BEN and other Forms W-8 are available from the exchange agent or from the Internal Revenue web site, at http://www.irs.ustreas.gov.

If the exchange agent is not provided with a properly completed Substitute Form W-9 or an IRS Form W-8BEN or other Form W-8, the holder may be subject to penalties imposed by the Internal Revenue Service. In addition, the depositary may be required to withhold 28% of any reportable payment made to the holder with respect to exchange notes.

Please consult your accountant or tax advisor for further guidance regarding the completion of Substitute Form W-9, Form W-8BEN, or another version of Form W-8 to claim exemption from withholding, or contact the exchange agent.

6. Transfer taxes.

Sanmina-SCI will pay all transfer taxes, if any, applicable to the transfer of original notes to it or its order pursuant to the exchange offer. If, however, exchange notes and/or substitute original notes not exchanged are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the original notes tendered hereby, or if tendered original notes are registered in the name of any person other than the person signing this letter, or if a transfer tax is imposed for any reason other than the transfer of original notes to Sanmina-SCI or its order pursuant to the exchange offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the original notes specified in this letter.

7. Waiver of conditions.

Sanmina-SCI reserves the absolute right to waive satisfaction of any or all conditions enumerated in the prospectus.

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8. No conditional tenders.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders of original notes, by execution of this letter or an agent's message in lieu thereof, shall waive any right to receive notice of the acceptance of their original notes for exchange.

Neither Sanmina-SCI, the exchange agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of original notes nor shall any of them incur any liability for failure to give any such notice.

9. Mutilated, lost, stolen or destroyed original notes.

Any holder whose original notes have been mutilated, lost, stolen or destroyed should contact the exchange agent at the address indicated above for further instructions.

10. Withdrawal rights.

Tenders of original notes may be withdrawn at any time prior to 5:00 P.M., New York City time, on the expiration date.

For a withdrawal of a tender of original notes to be effective, a written notice of withdrawal, or a properly transmitted "Request Message" through DTC's ATOP system, must be received by the exchange agent at the address set forth above prior to 5:00 p.m., New York City time, on the expiration date. Any such notice of withdrawal must:

(1) specify the name of the person having tendered the original notes to be withdrawn, which we refer to as the depositor in this letter,

(2) identify the original notes to be withdrawn (including certificate number or numbers and the principal amount of such original notes),

(3) contain a statement that such holder is withdrawing his election to have such original notes exchanged,

(4) other than a notice through DTC's ATOP system, be signed by the holder in the same manner as the original signature on this letter by which such original notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer to have the trustee with respect to the original notes register the transfer of such original notes in the name of the person withdrawing the tender, and

(5) specify the name in which such original notes are registered, if different from that of the depositor.

If original notes have been tendered pursuant to the procedure for book-entry transfer set forth in "The Exchange Offer−Book-Entry Transfer" section of the prospectus, any notice of withdrawal must comply with the applicable procedures of DTC. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by Sanmina-SCI, whose determination shall be final and binding on all parties. Any original notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer and no exchange notes will be issued with respect thereto unless the original notes so withdrawn are validly retendered. Any original notes that have been tendered for exchange but which are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures set forth in "The Exchange Offer−Book-Entry Transfer" section of the prospectus, such original notes will be credited to an account maintained with DTC for the original notes) as soon as practicable after withdrawal, rejection of tender or

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termination of the exchange offer. Properly withdrawn original notes may be retendered by following the procedures described above at any time on or prior to 5:00 p.m., New York City time, on the expiration date.

11. Requests for assistance or additional copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the prospectus and this letter, and requests for notices of guaranteed delivery and other related documents may be directed to the exchange agent, at the address and telephone number indicated above.

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PAYOR'S NAME: U.S. Bank National Association

SUBSTITUTE
Form W-9

Department of the Treasury
Internal Revenue Service

Payor's Request for Taxpayer Identification Number (TIN)

Name:

Address:

Check appropriate space:
Individual/Sole Proprieter _____ Corporation _____ Partnership _____
Other (specify) _____ Exempt from Backup Withholding

Part 1–PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW

Social Security number (or Individual Taxpayer Identification Number) (If awaiting TIN, write "Applied For")

or

Employer identification number (If awaiting TIN, write "Applied For")

Part 2–Certification–Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

(3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions–You must cross out item (2) in Part 2 above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2).

SIGNATURE _____ DATE _____ , 2005

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU INDICATED IN PART 1 THAT YOU ARE AWAITING A TIN.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security

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Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days of the Payment Date the withholding amount will be remitted to the IRS.

SIGNATURE _____ DATE _____ , 2005

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Exhibit 99.2

NOTICE OF GUARANTEED DELIVERY

Sanmina-SCI Corporation

Offer for all outstanding
$6^3/_4$% Senior Subordinated Notes due March 1, 2013 and associated guarantees
in exchange for
$6^3/_4$% Senior Subordinated Notes due March 1, 2013 and associated guarantees,
which have been registered
under the Securities Act of 1933, as amended

Pursuant to the Prospectus, dated , 2005

The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

This form or one substantially equivalent hereto must be used to accept the exchange offer of Sanmina-SCI Corporation, which we refer to as Sanmina-SCI in this notice, made pursuant to the prospectus, dated , 2005, if certificates for the outstanding $6^3/_4$% Senior Subordinated Notes due March 1, 2013 of Sanmina-SCI and associated guarantees, which we collectively refer to as the original notes in this notice, are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach U.S. Bank National Association, as exchange agent, prior to 5:00 p.m., New York City time, on , 2005, unless extended, which we refer to as the expiration date in this notice. Such form may be delivered or transmitted by facsimile transmission, mail or hand delivery to the exchange agent as set forth below. In addition, in order to utilize the guaranteed delivery procedure to tender original notes pursuant to the exchange offer, a completed, signed and dated letter of transmittal for original notes held in certificated form (or a facsimile of the letter of transmittal) or an agent's message instead of a letter of transmittal for original notes held in book-entry form must also be received by the exchange agent prior to 5:00 p.m., New York City time, on the expiration date. Capitalized terms not defined herein shall have the respective meanings ascribed to them in the prospectus.

The exchange agent for the exchange offer is:

U.S. Bank National Association

By Hand and Overnight Delivery or Certified Mail:

U.S. Bank National Association
West Side Flats Operations Center
60 Livingston Avenue
St. Paul, MN 55107
Attn: Specialized Finance
Sanmina-SCI Corporation
$6^3/_4$% Senior Subordinated Notes due March 1, 2013

By Facsimile (for eligible institutions only):
(651) 495-8158

To Confirm by Telephone
(651) 495-3511

For Information:
(213) 615-6043

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Delivery of this notice to an address other than as set forth above or transmission of this notice via facsimile to a number other than as set forth above will not constitute a valid delivery.

This notice is not to be used to guarantee signatures. If a signature on a letter of transmittal is required to be guaranteed by a "Medallion Signature Guarantor" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the letter of transmittal.

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Ladies and Gentlemen:

The undersigned hereby tenders to Sanmina-SCI, upon the terms and subject to the conditions set forth in the prospectus and the related letter of transmittal, receipt of each of which the undersigned hereby acknowledges, the aggregate principal amount of original notes set forth below, pursuant to the guaranteed delivery procedures described in the letter of transmittal and under the caption "The Exchange Offer−Guaranteed Delivery Procedures" in the prospectus.

Aggregate principal amount of original notes tendered (must be in integral multiples of $1,000)

Name(s) of holder(s)

Name of eligible guarantor institution guaranteeing delivery

Provide the following information for original notes certificates to be delivered to the exchange agent:

Certificate numbers for original notes tendered

Provide the following information for original notes certificates to be delivered to the exchange agent:

Name of tendering institution

DTC account number

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

PLEASE SIGN HERE

X

X

Signature(s) of owners or Date authorized signatory

Area code and telephone number

Must be signed by the holder(s) of the original notes being tendered as the name(s) appear(s) on the certificates evidencing such original notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below. Please print name(s) and address(es).

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Name(s):

Capacity:

Address(es):

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GUARANTEE

(not to be used for signature guarantees)

The undersigned, a firm or other entity identified in Rule l7Ad-15 under the United States Securities Exchange Act of 1934, as amended, as an "Eligible Guarantor Institution," which definition includes: (i) banks (as that term is defined in Section 3(a) of the Federal Deposit Insurance Act); (ii) brokers, dealers, municipal securities dealers, municipal securities brokers, government securities dealers, and government securities brokers, as those terms are defined under the Act; (iii) credit unions (as that term is defined in Section 19(b)(1)(A) of the Federal Reserve Act); (iv) national securities exchanges, registered securities associations, and clearing agencies, as those terms are used under the Act; and (v) savings associations (as that term is defined in Section 3(b) of the Federal Deposit Insurance Act), hereby guarantees to deliver to the exchange agent, within three New York Stock Exchange trading days after the date of execution of this notice, the original notes tendered hereby, either: (a) by book-entry transfer, to the account of the exchange agent at DTC, pursuant to the procedures for book-entry delivery set forth in the prospectus, together with an agent's message, with any required signature guarantees, and any other required documents, or (b) by delivering certificates representing the original notes tendered hereby, together with the properly completed, dated and duly executed letter of transmittal (or a manually signed facsimile of the letter of transmittal), with any required signature guarantees, and any other required documents.

The undersigned acknowledges that it must deliver the original notes tendered hereby, either (i) in the case of original notes held in book-entry form, by book-entry transfer into the account of the exchange agent at DTC, together with an agent's message, and any required signature guarantees and other required documents, or (ii) in the case of original notes held in certificated form, by delivering to the exchange agent certificates representing the original notes tendered hereby, together with the letter of transmittal (or a manually signed facsimile copy of the letter of transmittal), and any required signature guarantees and other required documents, in either case, within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

(Please Type or Print)

(Firm Name)	(Authorized Signature)
	(Print or Type Name of Signatory)
(Firm Address)	(Title)
(Area Code and Telephone Number and Fax Number)	(Date)

Do not send physical certificates representing original notes with this notice. Such physical certificates should be sent to the exchange agent, together with a properly completed and executed letter of transmittal.

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Exhibit 99.3

Sanmina-SCI Corporation

Offer for all outstanding
$6^{3}/_{4}$% Senior Subordinated Notes due March 1, 2013 and associated guarantees
in exchange for
$6^{3}/_{4}$% Senior Subordinated Notes due March 1, 2013 and associated guarantees,
which have been registered
under the Securities Act of 1933, as amended

Pursuant to the Prospectus, dated , 2005

The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

, 2005

To Our Clients:

Enclosed for your consideration is a prospectus, dated , 2005, and the related letter of transmittal relating to the exchange offer by Sanmina-SCI Corporation, which we refer to as Sanmina-SCI in this letter, to exchange its $6^{3}/_{4}$% Senior Subordinated Notes due March 1, 2013 and associated guarantees, which have been registered under the Securities Act of 1933, as amended, which we collectively refer to as the exchange notes in this letter, for its outstanding $6^{3}/_{4}$% Senior Subordinated Notes due March 1, 2013 and associated guarantees, which we collectively refer to as the original notes in this letter, upon the terms and subject to the conditions described in the prospectus and the letter of transmittal. The exchange offer is being made in order to satisfy certain obligations of Sanmina-SCI and certain of its subsidiaries contained in the Registration Rights Agreement, dated February 24, 2005, by and among Sanmina-SCI, certain subsidiaries of Sanmina-SCI party thereto and the initial purchasers referred to therein.

This material is being forwarded to you as the beneficial owner of the original notes held by us for your account but not registered in your name. **A tender of such original notes may only be made by us as the holder of record and pursuant to your instructions.**

Accordingly, we request instructions as to whether you wish us to tender on your behalf the original notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed prospectus and letter of transmittal.

Your instructions should be forwarded to us as promptly as possible in order to permit us to tender the original notes on your behalf in accordance with the provisions of the exchange offer. The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless extended by Sanmina-SCI, which we refer to as the expiration date in this letter. Any original notes tendered pursuant to the exchange offer may be withdrawn at any time before the expiration date.

Your attention is directed to the following:

1. The exchange offer is for any and all original notes.

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2. The exchange offer is subject to certain conditions set forth in the prospectus in the section captioned "The Exchange Offer−Conditions to the Completion of the Exchange Offer."

3. Any transfer taxes incident to the transfer of original notes from the holder to Sanmina-SCI will be paid by Sanmina-SCI, except as otherwise provided in the instructions in the letter of transmittal.

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4. The exchange offer expires at 5:00 p.m., New York City time, on , 2005, unless extended by Sanmina-SCI.

If you wish to have us tender your original notes, please so instruct us by completing, executing and returning to us the instruction form on the back of this letter. **The letter of transmittal is furnished to you for information only and may not be used directly by you to tender original notes.**

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INSTRUCTIONS

The undersigned acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the exchange offer of Sanmina-SCI Corporation with respect to the original notes.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer all right, title and interest in the original notes and to acquire the exchange notes, issuable upon the exchange of such original notes, and that, when such validly tendered original notes are accepted by Sanmina-SCI for exchange, Sanmina-SCI will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim.

By completing, executing and delivering these instructions, the undersigned hereby makes the acknowledgments, representations and warranties referred to above and instructs you to tender the original notes held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the prospectus and letter of transmittal.

Original Notes Which Are to be Tendered		
Certificate Numbers (if available)	**Principal Amount Held by the Undersigned**	**Original Notes Are to be Tendered ("Yes" or "No")***

* Unless otherwise indicated, "yes" will be assumed.

None of the original notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided, your signature(s) hereon shall constitute an instruction to us to tender all the original notes held by us for your account.

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IMPORTANT

PLEASE SIGN HERE
(to be completed by all tendering holders)

The completion, execution and timely delivery of these instructions will be deemed to constitute an instruction to tender original notes as indicated above.

Signature(s): _____

Name(s) (Please Print): _____

Address: _____

Zip Code: _____

Area Code and Telephone No.: _____

Tax Identification or Social Security No.: _____

My Account Number With You: _____

Date: _____

(Must be signed by the registered holder(s) of the original notes exactly as its (their) name(s) appear(s) on certificate(s) or on a security position listing, or by the person(s) authorized to become registered holder(s) by endorsement and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title next to his or her name above. See Instruction 3 to the letter of transmittal.)

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Exhibit 99.4

Sanmina-SCI Corporation

Offer for all outstanding
$6^3/_4$% Senior Subordinated Notes due March 1, 2013 and associated guarantees
in exchange for
$6^3/_4$% Senior Subordinated Notes due March 1, 2013 and associated guarantees,
which have been registered
under the Securities Act of 1933, as amended

Pursuant to the Prospectus, dated , 2005

The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

, 2005

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Your prompt action is requested. The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless extended, which we refer to as the expiration date in this letter. Original notes (as defined below) tendered pursuant to the exchange offer may be withdrawn at any time before the expiration date. Please furnish copies of the enclosed materials as quickly as possible to those of your clients for whom you hold original notes in your name or in the name of your nominee.

Sanmina-SCI Corporation, which we refer to as Sanmina-SCI in this letter, is offering, upon and subject to the terms and conditions set forth in the prospectus, dated , 2005, and the enclosed letter of transmittal to exchange in the exchange offer its $6^3/_4$% Senior Subordinated Notes due March 1, 2013 and associated guarantees, which have been registered under the Securities Act of 1933, as amended, for its outstanding $6^3/_4$% Senior Subordinated Notes due March 1, 2013 and associated guarantees, which we collectively refer to in this letter as the original notes. The exchange offer is being made in order to satisfy certain obligations of Sanmina-SCI and certain of its subsidiaries contained in the Registration Rights Agreement, dated February 24, 2005, by and among Sanmina-SCI, certain subsidiaries of Sanmina-SCI party thereto and the initial purchasers referred to therein.

We are requesting that you contact your clients for whom you hold original notes regarding the exchange offer. For your information and for forwarding to your clients for whom you hold original notes registered in your name or in the name of your nominee, or who hold original notes registered in their own names, we are enclosing the following documents:

1. Prospectus, dated , 2005;

2. The letter of transmittal for your use and for the information of your clients;

3. A notice of guaranteed delivery to be used to accept the exchange offer if certificates for original notes are not immediately available or time will not permit all required documents to reach the exchange agent prior to the expiration date or if the

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procedure for book-entry transfer cannot be completed on a timely basis;

4. A form of letter which may be sent to your clients for whose account you hold original notes registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions with regard to the exchange offer; and

5. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

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To participate in the exchange offer, a duly executed and properly completed letter of transmittal for original notes held in certificated form (or facsimile of the letter of transmittal) or an agent's message instead of the letter of transmittal for original notes held in book-entry form, with any required signature guarantees and any other required documents, should be sent to the exchange agent, and certificates representing the original notes should be delivered to the exchange agent or the original notes shall be tendered by the book-entry procedures described in the prospectus under "The Exchange Offer−Book-Entry Transfer," all in accordance with the instructions set forth in the letter of transmittal and the prospectus.

If a registered holder of original notes desires to tender original notes, but such original notes are not immediately available, or time will not permit such holder's original notes or other required documents to reach the exchange agent before the expiration date, or the procedure for book-entry transfer cannot be completed on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the prospectus under the caption "The Exchange Offer−Guaranteed Delivery Procedures."

Sanmina-SCI will, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding the prospectus and the related documents to the beneficial owners of original notes held by them as nominee or in a fiduciary capacity. Sanmina-SCI will pay or cause to be paid all transfer taxes applicable to the exchange of original notes pursuant to the exchange offer, except as set forth in Instruction 6 of the letter of transmittal.

Any inquiries you may have with respect to the procedure for tendering original notes pursuant to the exchange offer, or requests for additional copies of the enclosed materials, should be directed to U.S. Bank National Association, the exchange agent for the exchange offer, at its address and telephone number set forth on the front of the letter of transmittal.

Very truly yours,

Sanmina-SCI Corporation

Nothing herein or in the enclosed documents shall constitute you or any person as an agent of Sanmina-SCI or the exchange agent, or authorize you or any other person to use any document or make any statements on behalf of either of them with respect to the exchange offer, except for statements expressly made in the prospectus or the letter of transmittal.

Enclosures

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Exhibit 99.5

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

A. *TIN*–The Taxpayer Identification Number for most individuals is your social security number. Refer to the following chart to determine the appropriate number:

For this type of account			Give the SOCIAL SECURITY Number of	For this type of account			Give the EMPLOYER IDENTIFICATION number of
1.		Individual	The individual	6.		Sole proprietorship or single-owner LLC	The owner(3)
2.		Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	7.		A valid trust, estate or pension trust	Legal entity(4)
3.		Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	8.		Corporate	The corporation
				9.		Association, club, religious, charitable, educational or other tax-exempt organization	The organization
4.	a.	The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	10.		Partnership or multi-member LLC	The partnership
	b.	So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	11.		A broker or registered nominee	The broker or nominee
5.		Sole proprietorship or single-owner LLC	The owner(3)	12.		Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's name and social security number.

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(3) Show the individual's name. You may also enter your business name or "doing business as" name. You may use either your social security number or your employer identification number.

(4) List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

B. *Exempt Payees*–The following lists exempt payees. If you are exempt, you must nonetheless complete the form and provide your TIN in order to establish that you are exempt. Check the box

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in Part 2 of the form, sign and date the form. Section references in those guidelines refer to section under the Internal Revenue Code of 1986, as amended.

For this purpose, Exempt Payees include: (1) A corporation; (2) An organization exempt from tax under section 501(a), or an individual retirement plan (IRA) or a custodial account under section 403(b)(7); (3) The United States or any of its agencies or instrumentalities; (4) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; (5) A foreign government or any of its political subdivisions, agencies or instrumentalities; (6) An international organization or any of its agencies or instrumentalities; (7) A foreign central bank of issue; (8) A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.; (9) A real estate investment trust; (10) An entity registered at all times during the tax year under the Investment Issuer Act of 1940; (11) A common trust fund operated by a bank under section 584(a); (12) A financial institution.

C. *Obtaining a Number*

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, application for a Social Security Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service (the "IRS") and apply for a number.

D. *Privacy Act Notice*

Section 6109 requires most recipients of dividend, interest or certain other payments to give taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable-interest, dividend, and certain other payments to a payee who does not furnish a taxpayer. Certain penalties may also apply.

E. *Penalties*

(1) *Penalty for Failure to Furnish Taxpayer Identification Number.* If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) *Civil Penalty for False Information with Respect to Withholding.* If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) *Criminal Penalty for Falsifying Information.* Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

(4) *Misuse of Taxpayer Identification Numbers.* If the requestor discloses or uses taxpayer identification numbers in violation of federal law, the requestor may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

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