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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 UNITED STATES OF AMERICA)

Case No. CR 05-249 PJH

12 v.)

13 HYNIX SEMICONDUCTOR INC.,)

14 Defendant.)
15

16 **PLEA AGREEMENT**

17 The United States of America and HYNIX SEMICONDUCTOR INC. (“Defendant”), a
18 corporation organized and existing under the laws of the Republic of Korea (“Korea”), hereby
19 enter into the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of
20 Criminal Procedure (“Fed. R. Crim. P.”):

21 **RIGHTS OF DEFENDANT**

22 1. The Defendant understands its rights:

23 (a) to be represented by an attorney;

24 (b) to be charged by Indictment;

25 (c) as a corporation organized and existing under the laws of Korea, to

26 decline to accept service of the Summons in this case, and to contest the jurisdiction of
27 the United States to prosecute this case against it in the United States District Court for
28 the Northern District of California;

1 (d) to plead not guilty to any criminal charge brought against it;

2 (e) to have a trial by jury, at which it would be presumed not guilty of the
3 charge and the United States would have to prove every essential element of the charged
4 offense beyond a reasonable doubt for it to be found guilty;

5 (f) to confront and cross-examine witnesses against it and to subpoena
6 witnesses in its defense at trial;

7 (g) to appeal its conviction if it is found guilty; and

8 (h) to appeal the imposition of sentence against it.

9 **AGREEMENT TO PLEAD GUILTY**
10 **AND WAIVE CERTAIN RIGHTS**

11 2. The Defendant knowingly and voluntarily waives the rights set out in Paragraph
12 1(b)-(g) above, including all jurisdictional defenses to the prosecution of this case, and agrees
13 voluntarily to consent to the jurisdiction of the United States to prosecute this case against it in
14 the United States District Court for the Northern District of California. The Defendant also
15 knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other
16 writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742, that challenges the
17 sentence imposed by the Court if that sentence is consistent with or below the recommended
18 sentence in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by
19 the Court. This agreement does not affect the rights or obligations of the United States as set
20 forth in 18 U.S.C. § 3742(b) and (c). Further, pursuant to Fed. R. Crim. P. 7(b), the Defendant
21 will waive indictment and plead guilty at arraignment to a one-count Information to be filed in
22 the United States District Court for the Northern District of California. The Information will
23 charge the Defendant with participating in a conspiracy in the United States and elsewhere to
24 suppress and eliminate competition by fixing the prices of Dynamic Random Access Memory
25 (“DRAM”) to be sold to certain original equipment manufacturers of personal computers and
26 servers (“OEMs”) from on or about April 1, 1999, to on or about June 15, 2002, in violation of
27 the Sherman Antitrust Act, 15 U.S.C. § 1.
28

1 3. The Defendant, pursuant to the terms of this Plea Agreement, will plead guilty to
2 the criminal charge described in Paragraph 2 above and will make a factual admission of guilt to
3 the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

4 **FACTUAL BASIS FOR OFFENSE CHARGED**

5 4. Had this case gone to trial, the United States would have presented evidence to
6 prove the following facts:

7 (a) For purposes of this Plea Agreement, the “relevant period” is that period
8 from on or about April 1, 1999, to on or about June 15, 2002. During the relevant period,
9 the Defendant was a corporation organized and existing under the laws of Korea. The
10 Defendant has its headquarters and principal place of business in Ichon, Korea. From
11 April 1, 1999, to approximately March 2001, Defendant did business as Hyundai
12 Electronics Industries Co., Ltd., a corporation organized and existing under the laws of
13 Korea. In approximately October 1999, Defendant acquired LG Semiconductor Co.,
14 Ltd., a corporation organized and existing under the laws of Korea.

15 (b) DRAM is the most commonly used semiconductor memory product.
16 DRAM provides high-speed storage and retrieval of electronic information in personal
17 computers, servers, and other devices. During the relevant period, the Defendant was a
18 producer of DRAM and was engaged in the sale of DRAM in the United States and
19 elsewhere. For purposes of the Plea Agreement, “DRAM” means dynamic random
20 access memory semiconductor devices and modules, including synchronous dynamic
21 random access memory (“SDRAM”) and double data rate dynamic random access
22 memory (“DDR”) semiconductor devices and modules, but not Rambus dynamic random
23 access memory (“RDRAM”) semiconductor devices and modules. During the relevant
24 period, Hynix’s DRAM sales, directly affected by the conspiracy, to OEMs in the United
25 States totaled \$839 million.

26 (c) During at least certain periods of time during the relevant period, the
27 Defendant, through certain officers and employees, participated in a conspiracy in the
28 United States and elsewhere among certain DRAM producers, the primary purpose of

1 which was to fix the price of DRAM sold to certain OEMs. The conspiracy directly
2 affected these OEMs in the United States: Dell Inc., Hewlett-Packard Company, Compaq
3 Computer Corporation, International Business Machines Corporation, Apple Computer
4 Inc., and Gateway, Inc. In furtherance of the conspiracy, the Defendant, through certain
5 officers and employees, engaged in discussions and attended meetings with
6 representatives of certain other DRAM producers and sellers. During these discussions
7 and meetings, agreements were reached to fix the price of DRAM to be sold to certain
8 OEMs.

9 (d) At certain times during the relevant period, DRAM prices decreased
10 significantly. Nevertheless, the Defendant and its coconspirators reached agreements to
11 limit the rate of price declines, which were achieved with varying levels of effectiveness.
12 At other periods, the Defendant and its coconspirators reached agreements on price
13 increases and were able to institute price increases on DRAM sales to certain OEMs.

14 (e) During the relevant period, DRAM sold by one or more of the conspirator
15 firms, and equipment and supplies necessary to the sale of DRAM, as well as payments
16 for DRAM, traveled in interstate and foreign commerce. The business activities of the
17 Defendant and its co-conspirators in connection with the sale of DRAM affected by this
18 conspiracy were within the flow of, and substantially affected, interstate and foreign trade
19 and commerce.

20 (f) Acts in furtherance of this conspiracy were carried out within the Northern
21 District of California. DRAM affected by this conspiracy was sold by one or more of the
22 conspirators to OEMs in this District.

23 **CALCULATION OF SENTENCE**

24 5. The United States contends that had this case gone to trial, the United States
25 would have presented evidence to prove that the gain derived from or the loss resulting from the
26 charged offense is sufficient to justify a fine of \$185 million, pursuant to 18 U.S.C. § 3571(d).
27 For purposes of this plea and sentencing, the Defendant waives its right to contest this
28 calculation.

1 **POSSIBLE MAXIMUM SENTENCE**

2 6. The Defendant understands that the statutory maximum penalty which may be
3 imposed against it upon conviction for a violation of Section One of the Sherman Antitrust Act is
4 a fine in an amount equal to the greatest of:

5 (a) \$10 million (15 U.S.C. § 1);

6 (b) twice the gross pecuniary gain the conspirators derived from the crime (18
7 U.S.C. § 3571(c) and (d)); or

8 (c) twice the gross pecuniary loss caused to the victims of the crime by the
9 conspirators (18 U.S.C. § 3571(c) and (d)).

10 7. In addition, the Defendant understands that:

11 (a) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of
12 probation of at least one year, but not more than five years;

13 (b) pursuant to § 8B1.1 of the United States Sentencing Guidelines
14 (“U.S.S.G.,” or “Guidelines”), 18 U.S.C. § 3563(b)(2) or 3663(a)(3), the Court may order
15 it to pay restitution to the victims of the offense; and

16 (c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order the
17 defendant to pay a \$400 special assessment upon conviction for the charged crime.

18 **SENTENCING GUIDELINES**

19 8. The Defendant understands that the Sentencing Guidelines are advisory, not
20 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,
21 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing
22 sentence. The Defendant understands that the Guidelines determinations will be made by the
23 Court by a preponderance of the evidence standard. The Defendant understands that although
24 the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its
25 sentence must be reasonable based upon consideration of all relevant sentencing factors set forth
26 in 18 U.S.C. § 3553(a). Pursuant to U.S.S.G. § 1B1.8, the United States agrees that
27 self-incriminating information that the Defendant and its cooperating officers and employees
28 provide to the United States pursuant to this Plea Agreement will not be used to increase the

1 volume of affected commerce attributable to the Defendant or in determining the Defendant's
2 applicable Guidelines range, except to the extent provided in U.S.S.G. § 1B1.8(b).

3 **SENTENCING AGREEMENT**

4 9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the Defendant
5 agree that the appropriate disposition of this case is, and agree to recommend jointly that the
6 Court impose a sentence requiring the Defendant to pay to the United States a criminal fine of
7 \$185 million, pursuant to 18 U.S.C. § 3571(d), payable in installments as set forth below without
8 interest pursuant to 18 U.S.C. § 3612(f)(3)(A) (“the recommended sentence”). The parties agree
9 that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not
10 adequately taken into consideration by the U.S. Sentencing Commission in formulating the
11 Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or
12 support any sentence outside of the Guidelines range nor any Guidelines adjustment for any
13 reason that is not set forth in this Plea Agreement. The parties further agree that the
14 recommended sentence set forth in this Plea Agreement is reasonable.

15 (a) The United States and the Defendant agree to recommend, in the interest
16 of justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. § 8C3.2(b), that the fine be
17 paid in the following installments: within 30 days of imposition of sentence — \$10
18 million; at the one-year anniversary of imposition of sentence (“anniversary”) — \$35
19 million; at the two-year anniversary — \$35 million; at the three-year anniversary — \$35
20 million; at the four-year anniversary — \$35 million; and at the five-year anniversary —
21 \$35 million; provided, however, that the Defendant shall have the option at any time
22 before the five-year anniversary of prepaying the remaining balance then owing on the
23 fine.

24 (b) The Defendant understands that the Court will order it to pay a \$400
25 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine
26 imposed.

27 (c) The United States and the Defendant jointly submit that this Plea
28 Agreement, together with the record that will be created by the United States and the

1 Defendant at the plea and sentencing hearings, and the further disclosure described in
2 Paragraph 11, will provide sufficient information concerning the Defendant, the crime
3 charged in this case, and the Defendant's role in the crime to enable the meaningful
4 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States
5 and Defendant agree to request jointly that the Court accept the Defendant's guilty plea
6 and impose sentence on an expedited schedule as early as the date of arraignment, based
7 upon the record provided by the Defendant and the United States, under the provisions of
8 Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule 32-1(b) of the U.S.D.C.
9 N.D. California Criminal Local Rules. The Court's denial of the request to impose
10 sentence on an expedited schedule will not void this Plea Agreement.

11 10. The United States and the Defendant agree that the applicable Guidelines fine
12 range exceeds the fine contained in the recommended sentence set out in Paragraph 9 above.
13 The United States agrees that, based on Defendant's ongoing cooperation, the United States
14 would have moved the court for a downward departure pursuant to U.S.S.G. § 8C4.1, but for the
15 fact that the amount of the fine that the United States would have recommended as a downward
16 departure for substantial assistance provided still would have exceeded Defendant's ability to
17 pay. The parties further agree that the recommended fine is appropriate, pursuant to U.S.S.G. §
18 8C3.3(a) and (b), due to the inability of the Defendant to make restitution to victims and pay a
19 fine greater than that recommended without substantially jeopardizing its continued viability.

20 11. Subject to the ongoing, full, and truthful cooperation of the Defendant described
21 in Paragraph 14 of this Plea Agreement, and before sentencing in the case, the United States will
22 fully advise the Court and the Probation Office as to: (i) the fact, manner, and extent of the
23 Defendant's cooperation and its commitment to prospective cooperation with the United States'
24 investigation and prosecutions; (ii) all material facts relating to the Defendant's involvement in
25 the charged offense; and (iii) all other relevant conduct.

26 12. The United States and the Defendant understand that the Court retains complete
27 discretion to accept or reject the recommended sentence provided for in Paragraph 9 of this Plea
28 Agreement.

1 (a) If the Court does not accept the recommended sentence, the United States
2 and the Defendant agree that this Plea Agreement, except for Paragraph 12(b) below,
3 shall be rendered void.

4 (b) If the Court does not accept the recommended sentence, the Defendant will
5 be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the Defendant
6 withdraws its guilty plea, this Plea Agreement, the guilty plea, and any statement made in
7 the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty plea or this
8 Plea Agreement, or made in the course of plea discussions with an attorney for the
9 government, shall not be admissible against the Defendant in any criminal or civil
10 proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, the
11 Defendant agrees that if it withdraws its guilty plea pursuant to this subparagraph of the
12 Plea Agreement, the statute of limitations period for any offense referred to in Paragraph
13 16 of this Plea Agreement will be tolled for the period between the date of the signing of
14 the Plea Agreement and the date the Defendant withdrew its guilty plea or for a period of
15 sixty (60) days after the date of the signing of the Plea Agreement, whichever period is
16 greater.

17 13. In light of the civil class action cases filed against Defendant, including *In re*
18 *DRAM Antitrust Litigation*, No. M-02-1486PJH, MDL No. 1486, in the United States District
19 Court, Northern District of California, and *DRAM Cases*, No. CJC-03-004265, in the Superior
20 Court, San Francisco, California, which potentially provide for a recovery of a multiple of actual
21 damages, the United States agrees that it will not seek a restitution order for the offense charged
22 in the Information.

23 **DEFENDANT'S COOPERATION**

24 14. The Defendant, including its predecessors such as Hyundai Electronics Industries
25 Co., Ltd. and LG Semiconductor Co., Ltd., and their subsidiaries (including but not limited to
26 Hynix Semiconductor America Inc.) (collectively, "Related Entities") will cooperate fully and
27 truthfully with the United States in: (i) the prosecution of this case; (ii) the current federal
28 investigation of violations of federal antitrust and related criminal laws involving the production

1 or sale of DRAM in the United States and elsewhere (including, for purposes of Paragraphs 14
2 and 16, RDRAM); and (iii) any litigation or other proceedings arising or resulting from any such
3 investigation to which the United States is a party (collectively i-iii, “Federal Proceeding”). The
4 ongoing, full, and truthful cooperation of the Defendant shall include, but not be limited to:

5 (a) producing to the United States all non-privileged documents, information,
6 and other materials (with translations into English), wherever located, in the possession,
7 custody, or control of the Defendant or any of its Related Entities, requested by the United
8 States in connection with any Federal Proceeding; and

9 (b) using its best efforts to secure the ongoing, full, and truthful cooperation, as
10 defined in Paragraph 15 of this Plea Agreement, of the current directors, officers, and
11 employees of the Defendant or any of its Related Entities as may be requested by the
12 United States – but excluding Choon-Yub (C.Y.) Choi, Chaekyun (C.K.) Chung, Dae Soo
13 (D.S.) Kim, Kun Chul (K.C.) Suh, and Gary Swanson – including making these persons
14 available in the United States and at other mutually agreed-upon locations, at the
15 Defendant’s expense, for interviews and the provision of testimony in grand jury, trial, and
16 other judicial proceedings in connection with any Federal Proceeding.

17 15. The ongoing, full, and truthful cooperation of each person described in Paragraph
18 14(b) above will be subject to the procedures and protections of this Paragraph, and shall include,
19 but not be limited to:

20 (a) producing in the United States and at other mutually agreed-upon locations
21 all non-privileged documents (with translations into English), including claimed personal
22 documents, and other materials, wherever located, requested by attorneys and agents of
23 the United States in connection with any Federal Proceeding;

24 (b) making himself or herself available for interviews in the United States and
25 at other mutually agreed-upon locations, not at the expense of the United States, upon the
26 request of attorneys and agents of the United States;

27 (c) responding fully and truthfully to all inquiries of the United States in
28 connection with any Federal Proceeding, without falsely implicating any person or

1 intentionally withholding any information, subject to the penalties of making false
2 statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503);

3 (d) otherwise voluntarily providing the United States with any non-privileged
4 material or information not requested in (a) - (c) of this Paragraph that he or she may have
5 that is related to any Federal Proceeding;

6 (e) when called upon to do so by the United States in connection with any
7 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the
8 United States fully, truthfully, and under oath, subject to the penalties of perjury (18
9 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings
10 (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401- 402), and obstruction of justice (18
11 U.S.C. § 1503); and

12 (f) agreeing that, if the agreement not to prosecute him or her in this Plea
13 Agreement is rendered void under Paragraph 17(c), the statute of limitations period for
14 any Relevant Offense as defined in Paragraph 17(a) will be tolled as to him or her for the
15 period between the date of the signing of this Plea Agreement and six (6) months after the
16 date that the United States gave notice of its intent to void its obligations to that person
17 under the Plea Agreement.

18 **GOVERNMENT'S AGREEMENT**

19 16. Upon acceptance of the guilty plea called for by this Plea Agreement and the
20 imposition of the recommended sentence, and subject to the cooperation requirements of
21 Paragraph 14 of this Plea Agreement, the United States agrees that it will not bring further
22 criminal charges against the Defendant or any Related Entities for any act or offense committed
23 before the date of this Plea Agreement that was undertaken in furtherance of an antitrust
24 conspiracy involving the production or sale of DRAM in the United States and elsewhere
25 (including, for purposes of Paragraphs 14 and 16, RDRAM), or undertaken in connection with
26 any investigation of such a conspiracy. The nonprosecution terms of this Paragraph do not apply
27 to civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime
28 of violence.

1 17. The United States agrees to the following:

2 (a) Upon the Court’s acceptance of the guilty plea called for by this Plea
3 Agreement and the imposition of the recommended sentence and subject to the exceptions
4 noted in Paragraph 17(c), the United States will not bring criminal charges against any
5 current or former director, officer, or employee of the Defendant or its Related Entities for
6 any act or offense committed before the date of this Plea Agreement and while that person
7 was acting as a director, officer, or employee of the Defendant or its Related Entities that
8 was undertaken in furtherance of an antitrust conspiracy involving the production or sale
9 of DRAM in the United States and elsewhere, or undertaken in connection with any
10 investigation of such a conspiracy (“Relevant Offense”), except that the protections
11 granted in this Paragraph shall not apply to C.Y. Choi, C.K. Chung, D.S. Kim, K.C. Suh,
12 and Gary Swanson;

13 (b) Should the United States determine that any current or former director,
14 officer, or employee of the Defendant or its Related Entities may have information
15 relevant to any Federal Proceeding, the United States may request that person’s
16 cooperation under the terms of this Plea Agreement by written request delivered to
17 counsel for the individual (with a copy to the undersigned counsel for the Defendant) or, if
18 the individual is not known by the United States to be represented, to the undersigned
19 counsel for the Defendant;

20 (c) If any person requested to provide cooperation under Paragraph 17(b) fails
21 to comply with his or her obligations under Paragraph 15, then the terms of this Plea
22 Agreement as they pertain to that person, and the agreement not to prosecute that person
23 granted in this Plea Agreement, shall be rendered void;

24 (d) Except as provided in Paragraph 17(e), information provided by a person
25 described in Paragraph 17(b) to the United States under the terms of this Plea Agreement
26 pertaining to any Relevant Offense, or any information directly or indirectly derived from
27 that information, may not be used against that person in a criminal case, except in a
28 prosecution for perjury (18 U.S.C. § 1621), making a false statement or declaration

1 (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18 U.S.C. § 1503);

2 (e) If any person who provides information to the United States under this Plea
3 Agreement fails to comply fully with his or her obligations under Paragraph 15 of this
4 Plea Agreement, the agreement in Paragraph 17(d) not to use that information or any
5 information directly or indirectly derived from it against that person in a criminal case
6 shall be rendered void;

7 (f) The nonprosecution terms of this Paragraph do not apply to civil matters of
8 any kind, to any violation of the federal tax or securities laws, or to any crime of violence;
9 and

10 (g) Documents provided under Paragraphs 14(a) and 15(a) shall be deemed
11 responsive to outstanding grand jury subpoenas issued to the Defendant and/or any of its
12 Related Entities.

13 18. The United States agrees that when any person travels to the United States for
14 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for
15 meetings with counsel in preparation therefor, the United States will take no action, based upon
16 any Relevant Offense, to subject such person to arrest, detention, or service of process, or to
17 prevent such person from entering or departing the United States. This Paragraph does not apply
18 to an individual's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C.
19 § 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §
20 1623), obstruction of justice (18 U.S.C. § 1503), or contempt (18 U.S.C. §§ 401- 402) in
21 connection with any testimony or information provided or requested in any Federal Proceeding.

22 19. The Defendant understands that it may be subject to administrative action by
23 federal or state agencies other than the United States Department of Justice, Antitrust Division,
24 based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no
25 way controls whatever action, if any, other agencies may take. However, the United States agrees
26 that, if requested, it will advise the appropriate officials of any governmental agency considering
27 such administrative action of the fact, manner, and extent of the cooperation of the Defendant and
28 its Related Entities, including the fact that the United States would have moved for a downward

1 departure from the Guidelines fine range pursuant to U.S.S.G. § 8C4.1, but for the fact that the
2 amount of the fine that the United States would have recommended as a downward departure for
3 substantial assistance provided still would have exceeded Defendant's ability to pay.

4 **REPRESENTATION BY COUNSEL**

5 20. The Defendant has been represented by counsel and is fully satisfied that its
6 attorneys have provided competent legal representation. The Defendant has thoroughly reviewed
7 this Plea Agreement and acknowledges that counsel has advised it of the nature of the charge, any
8 possible defenses to the charge, and the nature and range of possible sentences.

9 **VOLUNTARY PLEA**

10 21. The Defendant's decision to enter into this Plea Agreement and to tender a plea of
11 guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises,
12 or representations other than the representations contained in this Plea Agreement. The United
13 States has made no promises or representations to the Defendant as to whether the Court will
14 accept or reject the recommendations contained within this Plea Agreement.

15 **VIOLATION OF PLEA AGREEMENT**

16 22. The Defendant agrees that, should the United States determine in good faith,
17 during the period that any Federal Proceeding is pending, that the Defendant or any of its Related
18 Entities has failed to provide full and truthful cooperation, as described in Paragraph 14 of this
19 Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United
20 States will notify counsel for the Defendant in writing by personal or overnight delivery or
21 facsimile transmission and may also notify counsel by telephone of its intention to void any of its
22 obligations under this Plea Agreement (except its obligations under this Paragraph), and the
23 Defendant and its Related Entities shall be subject to prosecution for any federal crime of which
24 the United States has knowledge including, but not limited to, the substantive offenses relating to
25 the investigation resulting in this Plea Agreement. The Defendant may seek Court review of any
26 determination made by the United States under this Paragraph to void any of its obligations under
27 the Plea Agreement. The Defendant and its Related Entities agree that, in the event that the
28 United States is released from its obligations under this Plea Agreement and brings criminal

1 charges against the Defendant or its Related Entities for any offense referred to in Paragraph 16 of
2 this Plea Agreement, the statute of limitations period for such offense will be tolled for the period
3 between the date of the signing of this Plea Agreement and six months after the date the United
4 States gave notice of its intent to void its obligations under this Plea Agreement.

5 23. The Defendant understands and agrees that in any further prosecution
6 of it or its Related Entities resulting from the release of the United States from its obligations
7 under this Plea Agreement, because of the Defendant's or its Related Entities' violation of the
8 Plea Agreement, any documents, statements, information, testimony, or evidence provided by it,
9 its Related Entities, or its current directors, officers, or employees of it or its Related Entities, to
10 attorneys or agents of the United States, federal grand juries, or courts, and any leads derived
11 therefrom, may be used against it or its Related Entities in any such further prosecution. In
12 addition, the Defendant unconditionally waives its right to challenge the use of such evidence in
13 any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

14 **ENTIRETY OF AGREEMENT**

15 24. This Plea Agreement constitutes the entire agreement between the United States
16 and the Defendant concerning the disposition of the criminal charge in this case. This Plea
17 Agreement cannot be modified except in writing, signed by the United States and the Defendant.

18 25. The undersigned is authorized to enter this Plea Agreement on behalf of the
19 Defendant as evidenced by the Resolution of the Board of Directors of the Defendant attached to,
20 and incorporated by reference in, this Plea Agreement.

21 26. The undersigned attorneys for the United States have been authorized
22 by the Attorney General of the United States to enter this Plea Agreement on behalf of the United
23 States.

24 27. A facsimile signature shall be deemed an original signature for the purpose of
25 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
26 executing this Plea Agreement.

1 DATED: April 20, 2005

2 AGREED

3
4 BY: _____/s/
Hynix Semiconductor Inc.
5 San 136-1, Ami-ri, Bubal-eub
Ichon-si, Kyoungki-do
6 Republic of Korea

7
8 BY: _____/s/
Michael F. Tubach
9 O'Melveny & Myers LLP
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BY: _____/s/
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