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FORM 10-K

Tyco Electronics Ltd. - TEL

Filed: November 18, 2009 (period: September 25, 2009)

Annual report which provides a comprehensive overview of the company for the past year

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

FORM 10-K

(Mark One)

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

For the fiscal year ended September 25, 2009

or

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

001-33260
(Commission File Number)

TYCO ELECTRONICS LTD.

(Exact name of registrant as specified in its charter)

Switzerland **98-0518048**
(Jurisdiction of Incorporation) (I.R.S. Employer Identification No.)
Rheinstrasse 20, CH-8200 Schaffhausen, Switzerland
(Address of principal executive offices)

+41 (0)52 633 66 61
(Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Shares, Par Value CHF 2.43	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the registrant's common shares held by non-affiliates of the registrant was \$5,480,996,000 as of March 27, 2009, the last business day of the registrant's most recently completed second fiscal quarter. Directors and executive officers of the registrant are considered affiliates for purposes of this calculation but should not necessarily be deemed affiliates for any other purpose.

The number of common shares outstanding as of November 13, 2009 was 458,868,901.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Proxy Statement filed within 120 days of the close of the registrant's fiscal year in connection with the registrant's 2010 annual general meeting of shareholders are incorporated by reference into Part III of this Form 10-K to the extent described therein.

**TYCO ELECTRONICS LTD.
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SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

We have made forward-looking statements in this Annual Report on Form 10-K, including in the sections entitled "Business," "Risk Factors," "Legal Proceedings," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Quantitative and Qualitative Disclosures about Market Risk," that are based on our management's beliefs and assumptions and on information currently available to our management. Forward-looking statements include, among others, the information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, potential growth opportunities, potential operating performance improvements, the effects of competition, and the effects of future legislation or regulations. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words "believe," "expect," "plan," "intend," "anticipate," "estimate," "predict," "potential," "continue," "may," "should," or the negative of these terms or similar expressions.

Forward-looking statements involve risks, uncertainties, and assumptions. Actual results may differ materially from those expressed in these forward-looking statements. You should not put undue reliance on any forward-looking statements. We do not have any intention or obligation to update forward-looking statements after we file this report except as required by law.

The risk factors discussed in "Risk Factors" and other risks identified in the Annual Report could cause our results to differ materially from those expressed in forward-looking statements. There may be other risks and uncertainties that we are unable to predict at this time or that we currently do not expect to have a material adverse effect on our business.

PART I

ITEM 1. BUSINESS

Overview

Tyco Electronics Ltd. ("we," "Tyco Electronics," or the "Company") is a leading global provider of engineered electronic components, network solutions, specialty products, and undersea telecommunication systems. We design, manufacture, and market products for customers in a broad array of industries including automotive; data communication systems and consumer electronics; telecommunications; aerospace, defense, and marine; medical; energy; and lighting. Our products are produced in nearly 100 manufacturing sites in approximately 25 countries. With approximately 7,000 engineers and worldwide manufacturing, sales, and customer service capabilities, Tyco Electronics' commitment is our customers' advantage.

Tyco Electronics Ltd. was incorporated in Bermuda in fiscal 2000 as a wholly-owned subsidiary of Tyco International Ltd. ("Tyco International"). For the period following its incorporation, Tyco Electronics Ltd. did not engage in any significant business activities and held minimal assets. Effective June 29, 2007, Tyco International distributed all of its shares of Tyco Electronics to its common shareholders (referred to in this report as the "separation"). Tyco Electronics Ltd. became an independent, publicly traded company owning the former electronics businesses of Tyco International Ltd. In connection with the separation, the equity interests in the entities that hold all of the assets and liabilities of Tyco International's electronics businesses were transferred to Tyco Electronics.

Our business was formed principally through a series of acquisitions, from fiscal 1999 through fiscal 2002, of established electronics companies and divisions, including the acquisition of AMP Incorporated and Raychem Corporation in fiscal 1999 and the Electromechanical Components Division of Siemens and OEM Division of Thomas & Betts in fiscal 2000. These companies each have more than 50 years of history in engineering and innovation excellence. We operated as a segment of Tyco International prior to our separation.

Effective June 25, 2009, we discontinued our existence as a Bermuda company as provided in Section 132G of The Companies Act of 1981 of Bermuda, as amended (the "Bermuda Companies Act"), and, in accordance with article 161 of the Swiss Federal Code on International Private Law, continued our existence as a Swiss corporation under articles 620 et seq. of the Swiss Code of Obligations. The rights of holders of our shares are now governed by Swiss law, our Swiss articles of association, and our Swiss organizational regulations.

We operate through four reporting segments: Electronic Components, Network Solutions, Specialty Products, and Undersea Telecommunications. In May 2009, we sold our Wireless Systems business which has been reclassified as discontinued operations. Prior to reclassification to held for sale and discontinued operations, this business was reported as our former Wireless Systems segment. Also, effective January 1, 2009, we established the Specialty Products Group from our existing businesses. The results of this new organization are reported as a separate reporting segment. This new segment is comprised of the Aerospace, Defense, and Marine; Touch Systems; Medical; and Circuit Protection businesses which were formerly reported in the Electronic Components segment. Prior period segment information has been revised to conform to the current segment reporting structure in all periods presented. See Notes 1 and 24 to the Consolidated and Combined Financial Statements for additional information regarding our segments.

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Our reporting segments manufacture and distribute our products and solutions to a number of end markets. The table below provides a summary of our reporting segments, the fiscal 2009 net sales contribution of each segment, and the key products and markets that we serve:

Segment	Electronic Components	Network Solutions	Specialty Products	Undersea Telecommunications
% of Fiscal 2009 Net Sales	58%	17%	14%	11%
Key Products	<ul style="list-style-type: none"> • Connector systems • Relays • Heat shrink tubing • Fiber optics • Wire and cable • Application tooling 	<ul style="list-style-type: none"> • Connector systems • Heat shrink tubing • Fiber optics • Wire and cable • Racks and panels • Intelligent building controls • Network interface devices 	<ul style="list-style-type: none"> • Connector systems • Touch screens • Circuit protection devices • Wire and cable • Relays • Heat shrink tubing 	<ul style="list-style-type: none"> • Undersea telecommunication systems
Key Markets	<ul style="list-style-type: none"> • Automotive • Computer • Communications • Appliance • Industrial • Consumer electronics 	<ul style="list-style-type: none"> • Energy • Communication service providers • Enterprise networks 	<ul style="list-style-type: none"> • Aerospace, defense, and marine • Touch systems • Medical • Circuit protection 	<ul style="list-style-type: none"> • Communication service providers • Oil and gas

See Note 24 to the Consolidated and Combined Financial Statements for certain segment and geographic financial information relating to our business.

Our Competitive Strengths

We believe that we have the following competitive strengths:

- *Global leader in passive components.* With net sales of approximately \$10.3 billion in fiscal 2009, we are significantly larger than many of our competitors. In the fragmented connector industry, which was estimated to be \$34 billion in fiscal 2009, our net sales were approximately \$6 billion. We have established a global leadership position in the connector industry with leading market positions in the following markets:
 - Automotive—#1
 - Industrial—#1
 - Computers and peripherals—#2
 - Telecom/data communications—#3

Our scale provides us the opportunity to accelerate our sales growth by making larger investments in existing and new technologies in our core markets and to expand our presence in emerging markets. Our leadership position also provides us the opportunity to lower our purchasing costs by developing lower cost sources of supply and to maintain a flexible manufacturing footprint worldwide that is close to our customers' locations.
- *Strong customer relationships.* As an industry leader, we have established close working relationships with our customers. These relationships allow us to better anticipate and respond to customer needs when designing new products and new technical solutions. By working with our customers in developing new products and technologies, we believe we are able to identify and act on trends and leverage knowledge about next-generation technology across our products.

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In addition, we operate a broad Global Account Management program through which we maintain close working relationships with the key customers in the end markets that we serve.

- *Process and product technology leadership.* We employ approximately 7,000 engineers dedicated to product research, development, and engineering. Our investment of over \$530 million in product and process engineering and development together with our capital spending of over \$300 million in fiscal 2009, enable us to consistently provide innovative, high-quality products with efficient manufacturing methods.

- *Diverse product mix and customer base.* We manufacture and sell a broad portfolio of products to customers in various industries. Our customers include many of the leaders in their respective industries, and our relationships with them typically date back many years. We believe that this diversified customer base provides us an opportunity to leverage our skills and experience across markets and reduces our exposure to particular end markets, thereby reducing the variability of our financial performance. Additionally, we believe that the diversity of our customer base reduces the level of cyclical in our results and distinguishes us from our competitors.

- *Balanced geographic sales mix.* We have an established manufacturing presence in approximately 25 countries and our sales are global. Our global coverage positions us near our customers' locations and allows us to assist them in consolidating their supply base and lowering their production costs. We believe our balanced sales distribution lowers our exposure to any particular geography and improves our financial profile. In addition, our strategy is to continue to increase the percentage of production from lower-cost countries.

- *Strong and experienced management team.* We believe we have a management team that has the experience necessary to effectively execute our strategy and advance our product and technology leadership. Our Chief Executive Officer and segment leaders average more than 20 years of experience of which most is in the electronics industry. They are supported by an experienced and talented management team that is dedicated to maintaining and expanding our position as a global leader in the industry.

Our Strategy

Our goal is to be the world leader in providing custom-engineered electronic components and solutions for an increasingly connected world. We believe that in achieving this goal we will increase net sales and profitability across our segments in the markets that we serve. Our business strategy is based upon the following priorities:

- *Leverage our market leadership position to increase our market share.* We are a global leader in many of the markets that we serve. For example, within our Electronic Components segment, we are the leading global supplier of connectors and connector systems to the automotive and industrial markets. We believe that these and other markets are critical to our success and that we must continue to strengthen our leadership position in these markets. We plan to capitalize on the expected long-term growth in these markets by leveraging our significant scale in the industry, the breadth of our product portfolio, our established relationships and leading specification positions with our customers, and our extensive worldwide distribution channels.

- *Achieve market leadership in attractive and under-penetrated industries.* We plan to accelerate growth in end-user markets in which we do not have the number one market share but which we believe have attractive growth and profitability characteristics. These markets include: the alternate energy and lighting markets with respect to our Electronic Components segment; the energy, communication service providers, and enterprise networks markets with respect to our Network Solutions segment; and the aerospace, defense, and marine, touch systems, and medical markets with respect to our Specialty Products segment. We believe that we can further leverage

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our customer service and our new product and technology capabilities in order to achieve a leading position in these markets.

- *Extend our leadership in key emerging markets.* We seek to improve our market leadership position in emerging geographic regions, including China, Eastern Europe, and India, which we expect will experience higher growth rates than those of more developed regions in the world. In fiscal 2009, we generated \$1.4 billion of net sales in China, \$0.7 billion of net sales in Eastern Europe, and \$0.2 billion of net sales in each of India and Brazil. We believe that expansion in these regions will enable us to grow faster than the overall global market.
- *Supplement organic growth with strategic acquisitions.* We will evaluate and selectively pursue strategic acquisitions that strengthen our market position, enhance our existing product offering, enable us to enter attractive markets, expand our technological capabilities, and provide synergy opportunities.
- *Improve operating margins.* We intend to continue to increase our productivity and reduce our manufacturing costs. We plan to achieve this by developing best in class manufacturing, enhancing our purchasing strategy through design initiatives and sourcing of materials from suppliers in lower-cost regions, simplifying our distribution network, and further implementing best practice continuous improvement programs. We also plan to continue to simplify our global manufacturing footprint, both by migrating facilities from higher-cost to lower-cost countries and by consolidating within countries. With respect to our manufacturing rationalization plan, we expect to incur restructuring charges of approximately \$350 million through 2011 related to current as well as future restructuring actions. These initiatives are designed to help us maintain our competitiveness in the industry.
- *Accelerate new product development through research and development excellence.* We seek to continue to increase the percentage of our annual net sales from new products. In fiscal 2009, we derived approximately 31% of our net sales from new products launched within the previous three years. In order to accomplish this goal, we intend to focus our research, development, and engineering investment on next generation technologies and highly engineered products and platforms, and leverage innovation across our segments.

Our Products

Our net sales by reporting segment as a percentage of our total net sales was as follows:

	Fiscal		
	2009	2008	2007
Electronic Components	58%	65%	68%
Network Solutions	17	15	15
Specialty Products	14	12	13
Undersea Telecommunications	11	8	4
Total	100%	100%	100%

Electronic Components

Our Electronic Components segment is one of the world's largest suppliers of passive electronic components, which includes connectors and interconnect systems, relays, switches, sensors, and wire and cable. The products sold by the Electronic Components segment are sold primarily to original equipment manufacturers and their contract manufacturers in the automotive, computer,

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communications, industrial, appliance, and consumer electronics markets. The following are the primary product families sold by the segment:

- *Connector Systems and Components.* We offer an extensive range of electrical and electronic interconnection products. These connectors include a wide variety of pin and socket, terminal, USB, coaxial, I/O, fiber optic, and power connectors, as well as sophisticated interconnection products used in complex telecommunications and computer equipment.
- *Relays.* Our relay products can be used in a wide range of applications in the automotive, telecommunications, and industrial industries, including electric sunroofs, anti-lock braking systems, and fuel injection coils for the automotive industry and signal and power relay technologies for the telecommunications industry.
- *Heat Shrink Tubing.* We offer hundreds of reliable, cost-effective products to seal, connect, insulate, protect, hold, and bundle high-performance electrical harnesses. We also provide customized harnessing design, prototype, and build services.
- *Fiber Optics.* We manufacture fiber optic connectors, cable assemblies, adapters, and accessories. We provide highly engineered products that connect, configure, and control light.
- *Wire and Cable.* We provide highly engineered cable and wire products to the data transmission, telecommunications, and industrial markets. We offer a broad range of cable, including UTP and PVC ribbon cables, SCSI, and IEEE 1394 computer cables.
- *Application Tooling.* We offer a broad portfolio of hand tools, semi-automatic bench machines, and fully-automatic machine systems for processing terminal products.

In addition to the above product families which represent approximately 90% of the Electronic Components segment net sales, we also offer identification products, antennas, magnetics, sensors, and switches.

Network Solutions

Our Network Solutions segment is one of the world's largest suppliers of infrastructure components and systems for telecommunications and energy markets. These components include connectors, above- and below-ground enclosures, heat shrink tubing, cable accessories, surge arrestors, fiber optic cabling, copper cabling, and racks for copper and fiber networks. This segment also provides electronic systems for test access and intelligent cross-connect applications as well as integrated cabling solutions for cabling and building management. The products are grouped into the following product families:

- *Connector Systems and Components.* We offer an extensive range of low, medium, and high-voltage connectors and splices, cable assemblies, sealing systems, terminals, fittings, lugs and clamps, transmission line fittings, splice closures, grounding hardware, and wall and floor outlets for voice and data connection to local area networks.
- *Heat Shrink Tubing.* We offer heat shrink tubing, heat-shrinkable splice closures, wrap-around sleeves, and molded parts designed to better protect both high- and low-voltage circuits against harsh aerial, buried, and above-ground environments.
- *Fiber Optics.* We provide fiber optic connectors, splices, fiber optic splice closures, fiber management systems, high density cable assemblies, couplers and splitters, and complete cabling systems. These products find use in both local-area and wide-area networks, and emerging "Last-Mile" Fiber-to-the-Home installations.

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- *Wire and Cable.* We provide wire and cable for indoor and outdoor use in office, factory floor, school, and residential voice, data, and video networks, including copper and fiber optic distribution cables, shielded and unshielded twisted-pair cables, armored cable, and patch cords.
- *Racks and Panels.* We provide racks and panels that are used to integrate, organize, and manage fiber and copper cables and splices, thereby simplifying installation, maintenance, and upgrades for both exchange/head end and customer premise environments.

In addition to the above product families which represent in excess of 90% of the total Network Solutions segment net sales, the segment also sells insulators, surge arrestors, power measurement products, CATV accessories, network interface devices, raceway systems, and duct accessories.

Specialty Products

Our Specialty Products segment is a leader in providing highly-engineered custom solutions, components, and connectors for electronic systems, subsystems, and devices in the aerospace, defense, and marine; touch systems; medical; and circuit protection markets. The following are the primary product families sold by the segment:

- *Connector Systems and Components.* We offer connector products including a wide variety of pin and socket, terminal, USB, coaxial, I/O, fiber optic, and power connectors, as well as sophisticated interconnection products used in complex aerospace and defense and medical equipment.
- *Touch Screens.* We develop, manufacture, and market a complete line of touch products for transactional kiosks, point-of-sale terminals, machine and process control, and automated teller machines. We offer component touch systems for original equipment manufacturers and a broad line of standard and custom LCD touch monitors and computers.
- *Circuit Protection Devices.* We offer a range of circuit protection devices, which limit the flow of high current during fault conditions and automatically reset after the fault is cleared and power to the circuit is restored. We also offer surface-mount chip fuses, thyristor surge protectors, multi layer varistors, gas discharge tubes for overvoltage protection, and electrostatic discharge (ESD) protection devices.
- *Wire and Cable.* We provide highly engineered cable and wire products to the aerospace and medical markets. We offer a broad range of cable, including NASA-spec cable, and other cables suitable for use in the aerospace industry. We provide custom-engineered medical device solutions within the diagnostic instrument, surgical device, non-invasive therapeutic and interventional catheter areas of the medical market.
- *Relays.* Our relay products can be used in a wide range of high-performance applications for the aerospace industry.
- *Heat Shrink Tubing.* We offer hundreds of reliable, cost-effective products to seal, connect, insulate, protect, hold, and bundle high-performance electrical harnesses. We also provide customized harnessing design, prototype, and build services.

In addition to the above product families which represent in excess of 90% of the total Specialty Products segment net sales, the segment also sells identification products, sensors, fiber optics, antennas, and application tooling.

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Undersea Telecommunications

Our Undersea Telecommunications segment designs, builds, maintains, and tests undersea fiber optic networks for both the telecommunications and oil and gas markets.

Markets

We sell our products to manufacturers and distributors in a number of major markets. The approximate percentage of our total net sales by market in fiscal 2009 was as follows:

Markets	Percentage
Automotive	27%
Telecommunications	27
Energy	8
Aerospace, Defense, and Marine	6
Computer	6
Industrial	5
Appliance	4
Enterprise Networks	4
Service Providers	4
Medical	2
Other	7
Total	100%

Automotive. The automotive industry uses our products in motor management systems, body electronic applications, safety systems, chassis systems, security systems, driver information, passenger entertainment, and comfort and convenience applications. Electronic components regulate critical vehicle functions, from fuel intake to braking, as well as information, entertainment, and climate control systems.

Telecommunications. Our products are used in telecommunications products, such as data networking equipment, switches, routers, wire line infrastructure equipment, wireless infrastructure equipment, wireless base stations, mobile phones, and undersea fiber optic telecommunication systems.

Energy. The energy industry uses our products in power generation equipment and power transmission equipment. The industry has been investing heavily to improve, upgrade, and restore existing equipment and systems. In addition, this industry addresses the needs of emerging countries that are building out and upgrading their energy infrastructure.

Aerospace, Defense, and Marine. Our products are used in military and commercial aircraft, missile systems, satellites, space programs, radar systems, and offshore oil and gas applications.

Computer. Our products are used in computer products, such as servers and storage equipment, workstations, notebook computers, desktop computers, and business and retail equipment.

Industrial. Our products are used in factory automation and process control systems, photovoltaic systems, industrial motors and generators, and general industrial machinery and equipment.

Appliance. Our products are used in many household appliances, including refrigerators, washers, dryers, dishwashers, and microwaves.

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Enterprise Networks. We provide structured cabling systems and cable management products for commercial buildings and office campuses, products that enable high-bandwidth voice and data communications throughout facilities ranging from data centers to office buildings to hotel and resort complexes.

Service Providers. Our products are used by communication service providers to facilitate the high-speed delivery of services from central offices to customer premises. This industry services the needs of emerging countries that are building out their communications infrastructure as well as countries upgrading networks to support high-speed internet connectivity and delivery of high-definition television.

Medical. Our products are used in medical equipment for imaging, surgical, and monitoring applications, ranging from general surgical to ultrasound to "smart" vital sign monitoring equipment.

Other. Our products are used in numerous products, including instrumentation and measurement equipment, commercial and building equipment, building network and cabling systems, and railway equipment. This category also includes products sold through third-party distributors.

Customers

Our customers include automobile, telecommunication, computer, industrial, aerospace, and consumer products manufacturers that operate both globally and locally. Our customers also include contract manufacturers and third-party distributors. We serve over 150,000 customer locations in over 150 countries, and we maintain a strong local presence in each of the geographic areas in which we operate.

Our net sales by geographic area as a percentage of our total net sales were as follows:

	Fiscal		
	2009	2008	2007
Americas ⁽¹⁾	37%	34%	33%
Europe/Middle East/Africa	34	38	38
Asia-Pacific	29	28	29
Total	100%	100%	100%

(1) The Americas includes our Undersea Telecommunications segment.

See Note 24 to the Consolidated and Combined Financial Statements for additional information regarding geographic areas.

We collaborate closely with our customers so that their product needs are met. There is no single customer that accounted for more than 10% of our net sales in fiscal 2009, 2008, or 2007. Our approach to our customers is driven by our dedication to further developing our product families and ensuring that we are globally positioned to best provide our customers with sales and engineering support. We believe that as electronic component technologies continue to proliferate, our broad product portfolio and engineering capability give us a potential competitive advantage when addressing the needs of our global customers.

Raw Materials

We use a wide variety of raw materials in the manufacture of our products. The principal raw materials that we use include plastic resins for molding, precious metals such as gold and silver for plating, and other metals such as copper, aluminum, brass, and steel for manufacturing cable, contacts,

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and other parts that are used for cable and component bodies and inserts. Many of these raw materials are produced in a limited number of regions around the world or are only available from a limited number of suppliers. The prices of these materials are driven by global supply and demand dynamics.

Working Capital

We consistently maintain an adequate level of working capital to support our business needs. There are no unusual industry practices or requirements relating to working capital items.

Research and Development

We are engaged in both internal and external research and development in an effort to introduce new products, to enhance the effectiveness, ease of use, safety, and reliability of our existing products, and to expand the applications for which the uses of our products are appropriate. We continually evaluate developing technologies in areas where we may have technological or marketing expertise for possible investment or acquisition.

Our research and development expense for fiscal 2009, 2008, and 2007 was as follows:

	Fiscal		
	2009	2008	2007
	(in millions)		
Electronic Components	\$ 291	\$ 325	\$ 293
Network Solutions	54	60	54
Specialty Products	62	68	56
Undersea			
Telecommunications	32	29	25
Total	\$ 439	\$ 482	\$ 428

Our research, development, and engineering efforts are supported by approximately 7,000 engineers. These engineers work closely with our customers to develop application specific, highly engineered products and systems to satisfy the customers' needs. Our new products, including product extensions, introduced during the previous three years comprised approximately 31% of our net sales for fiscal 2009.

Sales, Marketing, and Distribution

We sell our products into more than 150 countries, and we sell primarily through direct selling efforts. We also sell some of our products indirectly via third-party distributors. In fiscal 2009, our direct sales represented 83% of net sales, with the remainder of net sales provided by sales to third-party distributors and independent manufacturer representatives.

We maintain distribution centers around the world. Products are generally delivered to these distribution centers by our manufacturing facilities and then subsequently delivered to the customer. In some instances, product is delivered directly from our manufacturing facility to the customer. We contract with a wide range of transport providers to deliver our products via road, rail, sea, and air.

Seasonality and Backlog

Customer orders typically fluctuate from quarter to quarter based upon business conditions and because unfilled orders may be canceled prior to shipment of goods. We experience a slight seasonal pattern to our business. The third fiscal quarter is typically the strongest quarter of our fiscal year, while the first fiscal quarter is negatively affected by winter holidays and the fourth fiscal quarter is

negatively affected by European holidays. The second fiscal quarter may also be affected by adverse winter weather conditions in certain of our end markets.

Backlog by reportable segment at fiscal year end 2009 and 2008 was as follows:

	Fiscal	
	2009	2008
	(in millions)	
Electronics Components	\$ 1,265	\$ 1,291
Network Solutions	290	339
Specialty Products	334	364
Undersea		
Telecommunications	920	1,128
Total	\$ 2,809	\$ 3,122

We expect that the majority of our backlog at September 25, 2009 will be filled during fiscal 2010.

Competition

The industries in which we operate are highly competitive, and we compete with thousands of companies that range from large multinational corporations to local manufacturers. Competition is generally on the basis of breadth of product offering, product innovation, price, quality, delivery, and service. Our markets have generally been growing but with downward pressure on prices.

- *Electronic Components.* This segment competes against numerous companies, including Molex, Amphenol, FCI, JST, and Omron.
- *Network Solutions.* This segment's major competitors include Corning, Commscope, and 3M.
- *Specialty Products.* This segment competes against numerous companies, including Molex, Amphenol, Deutsch, Radiall, 3M, Touch International, Littelfuse, Bel Fuse, and Lemo.
- *Undersea Telecommunications.* This segment primarily competes against Alcatel-Lucent.

Intellectual Property

Patents and other proprietary rights are important to our business. We also rely upon trade secrets, manufacturing know-how, continuing technological innovations, and licensing opportunities to maintain and improve our competitive position. We review third-party proprietary rights, including patents and patent applications, as available, in an effort to develop an effective intellectual property strategy, avoid infringement of third-party proprietary rights, identify licensing opportunities, and monitor the intellectual property claims of others.

We own a large portfolio of patents that principally relate to electrical and electronic products. We also own a portfolio of trademarks and are a licensee of various patents and trademarks. Patents for individual products extend for varying periods according to the date of patent filing or grant and the legal term of patents in the various countries where patent protection is obtained. Trademark rights may potentially extend for longer periods of time and are dependent upon national laws and use of the trademarks.

While we consider our patents and trademarks to be valued assets, we do not believe that our competitive position is dependent on patent or trademark protection or that our operations are dependent upon any single patent or group of related patents.

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Employees

As of September 25, 2009, we employed approximately 78,000 people worldwide, of whom 20,000 were in the Americas region, 23,000 were in the Europe/Middle East/Africa region, and 35,000 were in the Asia-Pacific region. Of our total employees, approximately 46,000 were employed in manufacturing and 18,000 were represented by collective bargaining agreements. Approximately 60% of our employees were based in lower-cost countries, primarily China. We believe that our relations with our employees are satisfactory.

Government Regulation and Supervision

The import and export of products are subject to regulation by the United States and other countries. A small portion of our products, including defense-related products, may require governmental import and export licenses, whose issuance may be influenced by geopolitical and other events. We have a trade compliance organization and other systems in place to apply for licenses and otherwise comply with such regulations. Any failure to maintain compliance with domestic and foreign trade regulation could limit our ability to import and export raw materials and finished goods into or from the relevant jurisdiction.

Environmental

We are committed to complying with all applicable environmental, health, and safety laws and to the protection of our employees and the environment. We maintain a global environmental, health, and safety program that includes appropriate policies and standards, staff dedicated to environmental, health, and safety issues, periodic compliance auditing, training, and other measures. We have a program for compliance with the European Union ("EU") Restriction on Hazardous Substances and Waste Electrical and Electronics Equipment Directives, the China RoHS law, and similar laws.

We have projects underway at a number of current and former manufacturing facilities to investigate and remediate environmental contamination resulting from past operations. Based upon our experience, current information and applicable laws, we believe that it is probable that we will incur remedial costs in the range of approximately \$13 million to \$26 million. As of September 25, 2009, we believe that the best estimate within this range is approximately \$16 million.

Available Information

All periodic and current reports, registration filings, and other filings that we are required to file with the Securities and Exchange Commission ("SEC"), including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 ("Exchange Act") are available free of charge through our internet website at www.tycoelectronics.com. Such documents are available as soon as reasonably practicable after electronic filing or furnishing of the material with the SEC.

The public may also read and copy any document that we file, including this Annual Report, at the SEC's Public Reference Room at 100 F Street, N.E., Washington, DC 20549. Investors may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an internet site at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, from which investors can electronically access our SEC filings.

ITEM 1A. RISK FACTORS

You should carefully consider the risks described below before investing in our securities. The risks described below are not the only ones facing us. Our business is also subject to risks that affect many other companies, such as general economic conditions, geopolitical events, competition, technological obsolescence, labor relations, and international operations. Additional risks not currently known to us or that we currently believe are immaterial also may impair our business operations, financial condition, and liquidity.

Risks Relating to Our Business

Current and future conditions in the global economy and global capital markets, and cyclical industry conditions, may adversely affect our results of operations, financial position, and cash flows.

Our business and operating results have been and will continue to be affected by worldwide economic conditions. As a result of global economic trends, the credit market crisis, lower consumer and business confidence, fluctuating commodity prices, and other challenges currently affecting the global economy, our customers may experience deterioration of their businesses, cash flow shortages, and difficulty obtaining financing. As a result, existing or potential customers may delay or cancel plans to purchase our products and may not be able to fulfill their obligations to us in a timely fashion. Further, our vendors may be experiencing similar conditions, which may impact their ability to fulfill their obligations to us. If the global economic slowdown continues for significant periods or deteriorates significantly, our results of operations, financial position, and cash flows could be materially adversely affected.

Additionally, we are heavily dependent on the end market industry dynamics for our products, and our operating results can be adversely affected by cyclical and reduced demand patterns of these markets. Our sales are dependent on certain end markets that are impacted by consumer as well as industrial and infrastructure spending, and our operating results can be adversely affected by reduced demand in those markets. For example, the automotive industry, which accounted for approximately 27% of our net sales in fiscal 2009, is experiencing a significant downturn described below. The telecommunications industry, which accounted for approximately 27% of our net sales in fiscal 2009, has historically experienced periods of robust capital expenditure followed by periods of retrenchment and consolidation, which reflects current market conditions. The aerospace and defense industry, which accounted for 6% of our net sales in fiscal 2009, has similarly undergone significant fluctuations in demand, depending on worldwide economic and political conditions. These periodic downturns in our customers' industries can significantly reduce demand for certain of our products, which could have a material adverse effect on our results of operations, financial position, and cash flows.

We are dependent on the automotive industry which is experiencing significant declines in the current economic environment.

Approximately 27% of our net sales for fiscal 2009 were to customers in the automotive industry. Automotive manufacturers globally are experiencing significant declines in sales of vehicles from the current economic downturn and credit conditions. Additionally, the automotive industry is dominated by large manufacturers that can exert significant price pressure on their suppliers. As a supplier of automotive electronics products, our sales of these products and our profitability have been and could continue to be negatively affected by changes in the operations, products, business models, part-sourcing requirements, financial condition, and market share of automotive manufacturers, as well as potential consolidations among automotive manufacturers.

We are dependent on the telecommunications, computer, and consumer electronics industries.

Approximately 27% of our net sales for fiscal 2009 came from sales to the telecommunications industry. Demand for these products is subject to rapid technological change and has been affected by declines in consumer and business spending due to global economic conditions. Additionally, these markets are dominated by several large manufacturers that can exert significant price pressure on their suppliers. There can be no assurance that we will be able to continue to compete successfully in the telecommunications industry, and our failure to do so would materially impair our results of operations, financial position, and cash flows.

Approximately 7% of our net sales for fiscal 2009 came from sales to the computer and consumer electronics industries. Demand for our computer and consumer electronics products depends primarily on underlying business and consumer demand for new computer and consumer electronics products, which has been affected by reduced spending due to global economic conditions. The amount of this demand and therefore our sales and profitability will be affected by a variety of factors, including the rate of technological change, degree of consumer acceptance of new products, and general economic conditions. We cannot assure you that existing levels of business and consumer demand for new computer and consumer electronics products will not decrease.

Disruption in credit markets and volatility in equity markets may affect our ability to access sufficient funding.

The global equity markets have been volatile and credit markets globally have been disrupted, which has reduced the availability of investment capital and credit. If these conditions continue or worsen, we may be unable to access adequate funding to operate and grow our business. Our inability to access adequate funding or to generate sufficient cash from operations may require us to reconsider certain projects and capital expenditures. The extent of any impact will depend on several factors, including our operating cash flows, the duration of tight credit conditions and volatile equity markets, our credit ratings and credit capacity, the cost of financing, and other general economic and business conditions.

We encounter competition in substantially all areas of the electronic components industry.

We operate in highly competitive markets for electronic components. The competition we experience across product lines from other companies ranges in size from large, diversified manufacturers to small, highly specialized manufacturers. The electronic components industry has continued to become increasingly concentrated and globalized in recent years, and our major competitors have significant financial resources and technological capabilities. A number of these competitors compete with us primarily on price, and in some instances may enjoy lower production costs for certain products. We cannot assure you that additional competitors will not enter our markets, or that we will be able to compete successfully against existing or new competitors.

Recognition of impairment charges for our goodwill could negatively affect our results of operations.

We test goodwill allocated to reporting units for impairment annually during the fiscal fourth quarter, or more frequently if events occur or circumstances exist that indicate that a reporting unit's carrying value may exceed its fair value. We completed our annual goodwill impairment test in the fourth quarter of fiscal 2009 and determined that no impairment existed.

Significant judgment is involved in determining if an indicator of impairment has occurred. In making this assessment, we rely on a number of factors including, among others, operating results, business plans, economic projections, and anticipated future cash flows. There are inherent

uncertainties related to these factors and management's judgment in applying each to the analysis of the recoverability of goodwill.

During the second quarter of fiscal 2009, as a result of declines in sales and profitability of the Automotive and Communications and Industrial Solutions reporting units of the Electronic Components segment and the Circuit Protection reporting unit of the Specialty Products segment, we determined that an indicator of impairment had occurred and goodwill impairment testing of these reporting units was required. The testing for goodwill impairment is a two step process. In performing step I of impairment testing, we determined the fair value of the Automotive, Communications and Industrial Solutions, and Circuit Protection reporting units based on a discounted cash flows analysis incorporating our estimate of future operating performance. The results of the step I goodwill impairment tests indicated that the book value of each of the reporting units exceeded its fair value. The failure of the step I goodwill impairment tests triggered step II goodwill impairment tests in which we determined the implied fair value of the reporting units' goodwill by comparing the reporting units' fair value determined in step I to the fair value of the reporting units' net assets, including unrecognized intangible assets. The step II goodwill impairment tests resulted in a full impairment charge of \$2,088 million for the Automotive reporting unit and partial impairment charges of \$1,347 million and \$112 million for the Communications and Industrial Solutions and Circuit Protection reporting units, respectively, in the second quarter of fiscal 2009.

Should economic conditions deteriorate further or remain depressed for a prolonged period of time, estimates of future cash flows for our reporting units may be insufficient to support carrying value and the goodwill assigned to it, requiring us to perform additional tests for impairment. Further impairment charges, if any, may be material to our results of operations and financial position.

We are dependent on market acceptance of new product introductions and product innovations for future revenue growth.

The markets in which we operate are subject to rapid technological change. Our long-term operating results depend substantially upon our ability to continually develop, introduce, and market new and innovative products, to modify existing products, to respond to technological change, and to customize certain products to meet customer requirements. There are numerous risks inherent in this process, including the risks that we will be unable to anticipate the direction of technological change or that we will be unable to develop and market new products and applications in a timely fashion to satisfy customer demands.

Like other suppliers to the electronics industry, we are subject to continuing pressure to lower our prices.

Over the past several years we have experienced, and we expect to continue to experience, pressure each year to lower our prices. In recent years, we have experienced price erosion averaging from 1% to 2%. In order to maintain our margins, we must continue to reduce our costs by similar amounts. We cannot assure you that continuing pressures to reduce our prices will not have a material adverse effect on our results of operations, financial position, and cash flows.

We may be negatively affected as our customers and vendors continue to consolidate.

Many of the industries to which we sell our products, as well as many of the industries from which we buy materials, have become increasingly concentrated in recent years, including the automotive, telecommunications, computer, and aerospace and defense industries. Consolidation of customers may lead to decreased product purchases from us. In addition, as our customers buy in larger volumes, their volume buying power has increased, and they have been able to negotiate more favorable pricing and find alternative sources from which to purchase. Our materials suppliers similarly have increased their

ability to negotiate favorable pricing. These trends may adversely affect the profit margins on our products, particularly for commodity components.

Our results are sensitive to raw material availability, quality, and cost.

We are a large buyer of resin, copper, gold, brass, steel, chemicals and additives, and zinc. Many of these raw materials are produced in a limited number of regions around the world or are only available from a limited number of suppliers. In addition, the price of many of these raw materials, including gold, has increased in recent years and continues to fluctuate. Over the last three years, we have only been able to partially offset these increases through higher selling prices. Our results of operations, financial position, and cash flows may be materially and adversely affected if we have difficulty obtaining these raw materials, the quality of available raw materials deteriorates, or there are continued significant price increases for these raw materials. Any of these events could have a substantial impact on the price we pay for raw materials and, to the extent we cannot compensate for cost increases through productivity improvements or price increases to our customers, our margins may decline, materially affecting our results of operations, financial position, and cash flows.

Foreign currency exchange rates may adversely affect our results.

We are exposed to a variety of market risks, including the effects of changes in foreign currency exchange rates. Approximately 50% of our net sales for fiscal 2009 were invoiced in currencies other than the U.S. Dollar, and we expect revenue from non-U.S. markets to continue to represent a significant portion of our net revenue. Therefore, when the U.S. Dollar strengthens in relation to the currencies of the countries where we sell our products, such as the Euro, our U.S. Dollar reported revenue and income will decrease. Changes in the relative values of currencies may have a significant effect on our results of operations, financial position, and cash flows. We manage this risk in part by entering into financial derivative contracts. In addition to the risk of non-performance by the counterparty to the contracts, our efforts to manage these risks might not be successful.

The life cycles of our products can be very short.

The life cycles of certain of our products can be very short relative to the development cycles. As a result, the resources devoted to product sales and marketing may not result in material revenue, and, from time to time, we may need to write off excess or obsolete inventory or equipment. If we were to incur significant engineering expenses and investments in inventory and equipment that we were not able to recover and we were not able to compensate for those expenses, our results of operations, financial position, and cash flows would be materially and adversely affected.

A decline in the market value of our pension plans' investment portfolios could adversely affect our results of operations, financial position, and cash flows.

Concerns about deterioration in the global economy, together with the current credit crisis, have caused significant volatility in interest rates and equity prices, which could decrease the value of our pension plans' investment portfolios. A decrease in the value of our pension plans' investment portfolios could have an adverse effect on our results of operations, financial position, and cash flows.

We may use components and products manufactured by third parties.

We may rely on third-party suppliers for the components used in our products, and we may rely on third-party manufacturers to manufacture certain of our assemblies and finished products. Our results of operations, financial position, and cash flows could be adversely affected if such third parties lack sufficient quality control or if there are significant changes in their financial or business condition. We also have third-party arrangements for the manufacture of certain products, parts, and components. If

these third parties fail to deliver quality products, parts, and components on time and at reasonable prices, we could have difficulties fulfilling our orders, sales and profits could decline, and our commercial reputation could be damaged.

Our future success is substantially dependent on our ability to attract and retain highly qualified technical, managerial, marketing, finance, and administrative personnel.

Our success depends upon our continued ability to hire and retain key employees at our operations around the world. We depend on highly skilled technical personnel to design, manufacture, and support our wide range of electronic components. Additionally, we rely upon experienced managerial, marketing, and support personnel to manage our business effectively and to successfully promote our wide range of products. Any difficulties in obtaining or retaining the necessary global management, technical, human resource, and financial skills to achieve our objectives may have adverse affects on our results of operations, financial position, and cash flows.

If any of our operations are found not to comply with applicable antitrust or competition laws, our business may suffer.

Our operations are subject to applicable antitrust and competition laws in the jurisdictions in which we conduct our business, in particular the United States and the European Union. These laws prohibit, among other things, anticompetitive agreements and practices. If any of our commercial, including distribution, agreements and practices with respect to the electrical components or other markets is found to violate or infringe such laws, we may be subject to civil and other penalties. We also may be subject to third party claims for damages. Further, agreements that infringe these antitrust and competition laws may be void and unenforceable, in whole or in part, or require modification in order to be lawful and enforceable. If we are unable to enforce any of our commercial agreements, whether at all or in material part, our results of operations, financial position, and cash flows could be adversely affected.

Future acquisitions may not be successful.

We regularly evaluate the possible acquisition of strategic businesses or product lines with the potential to strengthen our market position or enhance our existing product offerings. We cannot assure you, however, that we will identify or successfully complete transactions with suitable acquisition candidates in the future. Nor can we assure you that completed acquisitions will be successful. If an acquired business fails to operate as anticipated or cannot be successfully integrated with our existing business, our results of operations, financial position, and cash flows could be materially and adversely affected.

Future acquisitions could require us to issue additional debt or equity.

If we were to undertake a substantial acquisition for cash, the acquisition would likely need to be financed in part through additional financing from banks, through public offerings or private placements of debt or equity securities, or other arrangements. This acquisition financing might decrease our ratio of earnings to fixed charges and adversely affect other leverage measures. We cannot assure you that the necessary acquisition financing would be available to us on acceptable terms if and when required. If we were to undertake an acquisition by issuing equity securities or equity-linked securities, the issued securities may have a dilutive effect on the interests of the holders of our shares.

Divestitures of some of our businesses or product lines may materially adversely affect our results of operations or financial position.

While we have substantially completed the streamlining of our portfolio that we began over two years ago, we may in the future evaluate the performance of specific businesses and may continue to sell businesses or product lines. Any divestitures may result in significant write-offs, including those related to goodwill and other intangible assets, which could have a material adverse effect on our results of operations and financial position. Divestitures could involve additional risks, including difficulties in the separation of operations, services, products and personnel, the diversion of management's attention from other business concerns, the disruption of our business, and the potential loss of key employees. There can be no assurance that we will be successful in addressing these or any other significant risks encountered.

We are subject to global risks of political, economic, and military instability.

Our workforce, manufacturing, administrative, and sales facilities, markets, customers, and suppliers are located throughout the world, and we are exposed to risks that could negatively affect sales or profitability, including:

- tariffs, trade barriers, and trade disputes;
- regulations related to customs and import/export matters;
- variations in lengths of payment cycles;
- tax issues, such as tax law changes, examinations by taxing authorities, variations in tax laws from country to country, and difficulties in repatriating in a tax-efficient manner cash generated or held in a number of jurisdictions;
- challenges in collecting accounts receivable;
- employment regulations and local labor conditions;
- difficulties protecting intellectual property;
- instability in economic or political conditions, including inflation, recession, and actual or anticipated military or political conflicts; and
- the impact of each of the foregoing on our outsourcing and procurement arrangements.

We have sizeable operations in China, including manufacturing operations, and in fiscal 2009, 14% of our net sales were made to customers in China. The legal system in China is still developing and is subject to change. Accordingly, our operations and orders for products in China could be adversely affected by changes to or interpretation of Chinese law.

We could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws.

The U.S. Foreign Corrupt Practices Act ("FCPA") and similar worldwide anti-bribery laws generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Our policies mandate compliance with these anti-bribery laws. We operate in many parts of the world that have experienced governmental corruption to some degree, and in certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices. Despite our training and compliance program, we cannot assure you that our internal control policies and procedures always will protect us from reckless or criminal acts committed by our employees or agents. Violations of these laws, or allegations of such

violations, could disrupt our business and result in a material adverse effect on our results of operations, financial position, and cash flows.

Our operations expose us to the risk of material environmental liabilities, litigation, and violations.

We are subject to numerous federal, state, local, and non-U.S. environmental protection and health and safety laws governing, among other things:

- the generation, storage, use, and transportation of hazardous materials;
- emissions or discharges of substances into the environment;
- investigation and remediation of hazardous substances or materials at various sites; and
- the health and safety of our employees.

We may not have been, or we may not at all times be, in compliance with environmental and health and safety laws. If we violate these laws, we could be fined, criminally charged, or otherwise sanctioned by regulators. Environmental laws outside of the United States are becoming more stringent, resulting in increased costs and compliance burdens.

Certain environmental laws assess liability on current or previous owners or operators of real property for the costs of investigation, removal, or remediation of hazardous substances or materials at their properties or at properties at which they have disposed of hazardous substances. Liability for investigative, removal, and remedial costs under certain federal and state laws are retroactive, strict, and joint and several. In addition to cleanup actions brought by governmental authorities, private parties could bring personal injury or other claims due to the presence of, or exposure to, hazardous substances. We have received notification from the U.S. Environmental Protection Agency and similar state environmental agencies that conditions at a number of formerly owned sites where we and others have disposed of hazardous substances require investigation, cleanup, and other possible remedial action and may require that we reimburse the government or otherwise pay for the costs of investigation and remediation and for natural resource damage claims from such sites.

While we plan for future capital and operating expenditures to maintain compliance with environmental laws, we cannot assure you that our costs of complying with current or future environmental protection and health and safety laws, or our liabilities arising from past or future releases of, or exposures to, hazardous substances will not exceed our estimates or adversely affect our results of operations, financial position, and cash flows or that we will not be subject to additional environmental claims for personal injury or cleanup in the future based on our past, present, or future business activities.

Our products are subject to various requirements related to chemical usage, hazardous material content, and recycling.

The EU, China, and other jurisdictions in which our products are sold have enacted or are proposing to enact laws addressing environmental and other impacts from product disposal, use of hazardous materials in products, use of chemicals in manufacturing, recycling of products at the end of their useful life, and other related matters. These laws include the EU Restriction on Hazardous Substances, End of Life Vehicle and Waste Electrical and Electronic Equipment Directives, the EU REACH (chemical registration) Directive, the China law on Management Methods for Controlling Pollution by Electronic Information Products, and various other laws. These laws prohibit the use of certain substances in the manufacture of our products and directly and indirectly impose a variety of requirements for modification of manufacturing processes, registration, chemical testing, labeling, and other matters. We cannot predict the extent to which these laws will proliferate in other jurisdictions or

expand to address other materials or other aspects of our product manufacturing and sale. These laws could make manufacture or sale of our products more expensive or impossible and could limit our ability to sell our products in certain jurisdictions.

Our ability to compete effectively depends, in part, on our ability to maintain the proprietary nature of our technology.

The electronics industry is characterized by litigation regarding patent and other intellectual property rights. Within this industry, companies have become more aggressive in asserting and defending patent claims against competitors. There can be no assurance that we will not be subject to future litigation alleging intellectual property rights infringement or that we will not pursue litigation to protect our property rights. Depending on the size and importance of the patent or trademark in question, an unfavorable outcome regarding one of these matters may have a material adverse effect on our results of operations, financial position, and cash flows.

We are a defendant to a variety of litigation in the course of our business that could cause a material adverse effect on our results of operations, financial position, and cash flows.

In the ordinary course of business, we are a defendant in litigation, including litigation alleging the infringement of intellectual property rights, anti-competitive behavior, and product liability. In certain circumstances, patent infringement and antitrust laws permit successful plaintiffs to recover treble damages. The defense of these lawsuits may divert our management's attention, and we may incur significant expenses in defending these lawsuits. In addition, we may be required to pay damage awards or settlements, or become subject to injunctions or other equitable remedies, that could cause a material adverse effect on our results of operations, financial position, and cash flows.

Covenants in our debt instruments may adversely affect us.

Our bank credit facility contains financial and other covenants, such as a limit on the ratio of debt (as defined in the credit facility) to earnings before interest, taxes, depreciation and amortization (as defined in the credit facility), and limits on subsidiary debt and incurrence of liens. Our outstanding indentures contain customary covenants including limits on incurrence of liens, sale and lease-back transactions, and our ability to consolidate, merge, and sell assets.

Although we believe none of these covenants are presently restrictive to our operations, our ability to meet the financial covenant can be affected by events beyond our control, and we cannot provide assurance that we will continue to comply with the covenant. A breach of any of these covenants could result in a default under our credit facility or indentures. Upon the occurrence of certain defaults under our credit facility and indentures, the lenders or trustee could elect to declare all amounts outstanding thereunder to be immediately due and payable, and our lenders could terminate commitments to extend further credit under our bank credit facility. If the lenders or trustee accelerate the repayment of borrowings, we cannot provide assurance that we will have sufficient assets to repay our credit facility and our other affected indebtedness. Acceleration of any debt obligation under any of our material debt instruments may permit the holders or trustee of our other material debt to accelerate payment of debt obligations to the creditors thereunder.

The indentures governing our outstanding senior notes contain covenants that may require us to offer to buy back the notes for a price equal to 101% of the principal amount, plus accrued and unpaid interest, to the repurchase date, upon a change of control triggering event (as defined in the indentures). We cannot assure you that we will have sufficient funds available to repurchase the notes in that event, which could result in a default under the notes. Any future debt that we incur may contain covenants regarding repurchases in the event of a change of control triggering event.

Risks Relating to Our Separation from Tyco International

We are responsible for a portion of Tyco International's contingent and other corporate liabilities, including those relating to shareholder litigation.

In connection with our separation from Tyco International on June 29, 2007, we, Tyco International, and its former healthcare businesses ("Covidien") entered into a Separation and Distribution Agreement which governs the relationships among us, Tyco International, and Covidien subsequent to the separation and provided for the allocation among us, Tyco International, and Covidien of Tyco International's assets, liabilities, and obligations attributable to periods prior to the separation. Under the Separation and Distribution Agreement, subject to certain exceptions contained in the Tax Sharing Agreement among the parties, we, Tyco International, and Covidien have agreed to assume and be responsible for 31%, 27%, and 42%, respectively, of certain of Tyco International's contingent and other corporate liabilities. All costs and expenses associated with the management of these contingent and other corporate liabilities are shared equally among the parties. These contingent and other corporate liabilities primarily relate to consolidated securities litigation, any actions with respect to the separation or the distribution brought by any third party and tax liabilities for periods prior to and including the date of separation of June 29, 2007. For more information on the contingent tax liabilities, see "We share responsibility for certain of our, Tyco International's, and Covidien's income tax liabilities for tax periods prior to and including the distribution date." Contingent and other corporate liabilities do not include liabilities that are specifically related to one of the three separated companies, which were allocated 100% to the relevant company.

If any party responsible for such liabilities were to default in its payment, when due, of any of these assumed obligations, each non-defaulting party would be required to pay equally with any other non-defaulting party the amounts in default. Accordingly, under certain circumstances, we may be obligated to pay amounts in excess of our agreed-upon share of the assumed obligations related to such contingent and other corporate liabilities, including associated costs and expenses.

Prior to the announcement by Tyco International of the planned separation of Tyco Electronics and Covidien in January 2006, Tyco International and certain of its former directors and officers were named as defendants in over 40 purported securities class action lawsuits, most of which were part of a class action settlement of 32 lawsuits reached in 2007 and others of which have been settled subsequently, for which we were responsible for 31%. We are responsible for 31% of potential liabilities that may arise upon the resolution of the remaining pending litigation. Of the remaining securities cases, three remain outstanding, for which we have established a reserve. If the unresolved securities proceedings were to be determined adversely to Tyco International, our share of any additional potential losses under the terms of the Separation and Distribution Agreement, which are not presently estimable, may have a material adverse effect on our results of operations, financial position, and cash flows.

Tyco International has the right to control the defense and settlement of outstanding securities litigation, subject to certain limitations. The timing, nature, and amount of any settlements of outstanding litigation may not be in our best interests. Furthermore, in the event of any future settlements, we may have limited notice before we would be required to pay our portion of the settlement amount. Moreover, Tyco International stipulated, pursuant to a court order, that we, Tyco International, and Covidien each will be primarily liable for a portion of the obligations arising from the Tyco International shareholder litigation. The stipulation also provides that if any party defaults on its obligations, the other parties are jointly and severally liable for the defaulting party's obligations.

We share responsibility for certain of our, Tyco International's and Covidien's income tax liabilities for tax periods prior to and including the distribution date.

Under the Tax Sharing Agreement, we share responsibility for certain of our, Tyco International's, and Covidien's income tax liabilities based on a sharing formula for periods prior to and including June 29, 2007. More specifically, we, Tyco International, and Covidien share 31%, 27%, and 42%, respectively, of U.S. income tax liabilities that arise from adjustments made by tax authorities to our, Tyco International's, and Covidien's U.S. income tax returns, certain income tax liabilities arising from adjustments made by tax authorities to intercompany transactions or similar adjustments, and certain taxes attributable to internal transactions undertaken in anticipation of the separation. All costs and expenses associated with the management of these shared tax liabilities are shared equally among the parties. We are responsible for all of our own taxes that are not shared pursuant to the Tax Sharing Agreement's sharing formula. In addition, Tyco International and Covidien are responsible for their tax liabilities that are not subject to the Tax Sharing Agreement's sharing formula.

All the tax liabilities that are associated with our businesses, including liabilities that arose prior to our separation from Tyco International, became our tax liabilities. Although we agreed to share certain of these tax liabilities with Tyco International and Covidien pursuant to the Tax Sharing Agreement, we remain primarily liable for all of these liabilities. If Tyco International and Covidien default on their obligations to us under the Tax Sharing Agreement, we would be liable for the entire amount of these liabilities.

If any party to the Tax Sharing Agreement were to default in its obligation to another party to pay its share of the distribution taxes that arise as a result of no party's fault, each non-defaulting party would be required to pay, equally with any other non-defaulting party, the amounts in default. In addition, if another party to the Tax Sharing Agreement that is responsible for all or a portion of an income tax liability were to default in its payment of such liability to a taxing authority, we could be legally liable under applicable tax law for such liabilities and required to make additional tax payments. Accordingly, under certain circumstances, we may be obligated to pay amounts in excess of our agreed-upon share of our, Tyco International's, and Covidien's tax liabilities.

Our, Tyco International's, and Covidien's income tax returns are examined periodically by various tax authorities. In connection with such examinations, tax authorities, including the U.S. Internal Revenue Service ("IRS"), have raised issues and proposed tax adjustments. We are reviewing and contesting certain of the proposed tax adjustments. Amounts related to these tax adjustments and other tax contingencies and related interest that we have assessed under the uncertain tax position provisions of Accounting Standards Codification ("ASC") 740 (Income Taxes) have been reflected as a liability on the Consolidated and Combined Financial Statements. The calculation of our tax liabilities includes estimates for uncertainties in the application of complex tax regulations across multiple global jurisdictions where we conduct our operations. We recognize liabilities for tax as well as related interest for issues in the U.S. and other tax jurisdictions based on our estimate of whether, and the extent to which, additional taxes and related interest will be due. These tax liabilities and related interest are reflected net of the impact of related tax loss carryforwards. These estimates may change due to changing facts and circumstances; however, due to the complexity of these uncertainties, the ultimate resolution may result in a settlement that differs from our current estimate of the tax liabilities and related interest.

Under the Tax Sharing Agreement, Tyco International has the right to administer, control, and settle all U.S. income tax audits for periods prior to and including June 29, 2007. The timing, nature, and amount of any settlement agreed to by Tyco International may not be in our best interests. Moreover, the other parties to the Tax Sharing Agreement will be able to remove Tyco International as the controlling party only under limited circumstances, including a change of control or bankruptcy of Tyco International, or by a majority vote of the parties on or after the second anniversary of the

distribution. All other tax audits will be administered, controlled, and settled by the party that would be responsible for paying the tax.

If the distribution or certain internal transactions undertaken in anticipation of the separation are determined to be taxable for U.S. federal income tax purposes, we could incur significant U.S. federal income tax liabilities.

Tyco International received private letter rulings from the IRS regarding the U.S. federal income tax consequences of the distribution of our common shares and Covidien common shares to the Tyco International shareholders substantially to the effect that the distribution, except for cash received in lieu of a fractional share of our common shares and the Covidien common shares, will qualify as tax-free under Sections 368(a)(1)(D) and 355 of the Internal Revenue Code (the "Code"). The private letter rulings also provided that certain internal transactions undertaken in anticipation of the separation would qualify for favorable treatment under the Code. In addition to obtaining the private letter rulings, Tyco International obtained opinions from the law firm of McDermott Will & Emery LLP confirming the tax-free status of the distribution and certain internal transactions. The private letter rulings and the opinions relied on certain facts and assumptions, and certain representations and undertakings, from us, Tyco International, and Covidien regarding the past and future conduct of our respective businesses and other matters. Notwithstanding the private letter rulings and the opinions, the IRS could determine on audit that the distribution or the internal transactions should be treated as taxable transactions if it determines that any of these facts, assumptions, representations, or undertakings are not correct or have been violated, or that the distributions should be taxable for other reasons, including as a result of significant changes in stock or asset ownership after the distribution. If the distribution ultimately is determined to be taxable, Tyco International would recognize gain in an amount equal to the excess of the fair market value of our common shares and Covidien common shares distributed to Tyco International shareholders on the distribution date over Tyco International's tax basis in such common shares, but such gain, if recognized, generally would not be subject to U.S. federal income tax. However, we would incur significant U.S. federal income tax liabilities if it is ultimately determined that certain internal transactions undertaken in anticipation of the separation should be treated as taxable transactions.

In addition, under the terms of the Tax Sharing Agreement, in the event the distribution or the internal transactions were determined to be taxable and such determination was the result of actions taken after the distribution by us, Tyco International, or Covidien, the party responsible for such failure would be responsible for all taxes imposed on us, Tyco International, or Covidien as a result thereof. If such determination is not the result of actions taken after the distribution by us, Tyco International, or Covidien, then we, Tyco International, or Covidien would be responsible for 31%, 27%, and 42%, respectively, of any taxes imposed on us, Tyco International, or Covidien as a result of such determination. Such tax amounts could be significant. In the event that any party to the Tax Sharing Agreement defaults in its obligation to pay distribution taxes to another party that arise as a result of no party's fault, each non-defaulting party would be responsible for an equal amount of the defaulting party's obligation to make a payment to another party in respect of such other party's taxes.

Risks Relating to Our Swiss Jurisdiction of Incorporation

Legislative and other proposals in Switzerland, the United States, and other jurisdictions could cause a material change in our worldwide effective corporate tax rate.

Various U.S. and non-U.S. legislative proposals and other initiatives have been directed at companies incorporated in lower-tax jurisdictions. We believe that recently there has been heightened focus on adoption of such legislation and other initiatives. If adopted, these proposed changes could materially increase our worldwide corporate effective tax rate. We believe that, since becoming a Swiss corporation in June 2009, we are less likely to be subject to such legislation and other initiatives

because Switzerland has both a generally imposed corporate income tax and comprehensive tax treaties with the United States and other jurisdictions in which we operate. However, we cannot predict the outcome of any specific legislation or initiative and we cannot assure you that any such legislation or initiative will not apply to us.

Legislation in the United States could adversely impact our results of operations, financial position, and cash flows.

Various U.S. federal and state legislative proposals have been introduced in recent years that may negatively impact the growth of our business by denying government contracts to U.S. companies that have moved to lower-tax jurisdictions.

We expect the U.S. Congress to continue to consider implementation and/or expansion of policies that would restrict the federal and state governments from contracting with entities that move their corporate locations abroad. We believe that we are less likely to be subject to such proposals since becoming a Swiss corporation in June 2009. However, we cannot predict the likelihood that, or final form in which, any such proposed legislation might become law, the nature of regulations that may be promulgated under any future legislative enactments, the effect such enactments and increased regulatory scrutiny may have on our business, or the outcome of any specific legislative proposals. Therefore, we cannot assure you that any such legislative action will not apply to us. In addition, we are unable to predict whether the final form of any potential legislation discussed above also would affect our indirect sales to U.S. federal or state governments or the willingness of our non-governmental customers to do business with us. As a result of these uncertainties, we are unable to assess the potential impact of any proposed legislation in this area and cannot assure you that the impact will not be materially adverse to us.

As a Swiss corporation, we have less flexibility with respect to certain aspects of capital management.

As a Swiss corporation, our board of directors may not declare and pay distributions or dividends on our shares without shareholder approval and without satisfying certain other requirements. Our articles of association authorize us to create authorized share capital that can be issued by the board of directors, but this authorization is limited to (i) authorized share capital up to 50% of the existing registered shares with such authorization valid for a maximum of two years and (ii) conditional share capital of up to 50% of the existing registered shares that may be issued only for specific purposes. Additionally, subject to specified exceptions, Swiss law grants preemptive rights to existing shareholders to subscribe for new issuances of shares from authorized share capital and advance subscription rights to existing shareholders to subscribe for new issuances of shares from conditional share capital. Swiss law also does not provide much flexibility in the various terms that can attach to different classes of shares, and reserves for approval by shareholders many types of corporate actions, including the creation of shares with preferential rights with respect to liquidation, dividends, and/or voting. Moreover, under Swiss law, we generally may not issue registered shares for an amount below par value without prior shareholder approval to decrease the par value of our registered shares. Any such actions for which our shareholders must vote will require that we file a preliminary proxy statement with the SEC and convene a meeting of shareholders, which would delay the timing to execute such actions. Such limitations provide the board of directors less flexibility with respect to our capital management. While we do not believe that Swiss law requirements relating to our capital management will have an adverse effect on us, we cannot assure you that situations will not arise where such flexibility would have provided substantial benefits to our shareholders.

Swiss law differs from the laws in effect in the United States and may afford less protection to holders of our securities.

We are organized under the laws of Switzerland. It may not be possible to enforce court judgments obtained in the United States against us in Switzerland based on the civil liability provisions of the U.S. federal or state securities laws. In addition, there is some uncertainty as to whether the courts of Switzerland would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liability provisions of the U.S. federal or state securities laws or hear actions against us or those persons based on those laws. We have been advised that the United States and Switzerland currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Some remedies available under the laws of United States jurisdictions, including some remedies available under the U.S. federal securities laws, would not be allowed in Swiss courts as they are contrary to that nation's public policy.

Swiss corporate law, which applies to us, differs in certain material respects from laws generally applicable to U.S. corporations and their shareholders. These differences include the manner in which directors must disclose transactions in which they have an interest, the rights of shareholders to bring class action and derivative lawsuits, and the scope of indemnification available to directors and officers. Thus, holders of our securities may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the United States.

Risks Relating to Our Shares

The market price of our shares may fluctuate widely.

The market price of our shares may fluctuate widely, depending upon many factors, including:

- our quarterly or annual earnings;
- changes in quarterly or annual sales or earnings guidance that we may provide;
- actual or anticipated fluctuations in our operating results;
- volatility in financial markets and market fluctuations caused by the global economic downturn and deterioration of credit conditions;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- changes in accounting standards, policies, guidance, interpretations, or principles;
- announcements by us or our competitors of significant acquisitions or dispositions; and
- the operating and stock price performance of comparable companies.

We might not be able to make distributions on our shares without subjecting shareholders to Swiss withholding tax.

In order to make distributions on our shares to shareholders free of Swiss withholding tax, we anticipate making any future distributions to shareholders, prior to January 1, 2011, through a reduction of registered share capital or, after January 1, 2011, out of registered share capital or contributed surplus (as determined for Swiss tax purposes). Distributions to our shareholders in the form of a reduction of registered share capital are not subject to Swiss withholding tax. To date since we became a Swiss corporation, all distributions on our shares recommended by our board of directors for approval by our shareholders and approved by our shareholders have been distributions through reductions in our registered share capital. If we were to make future distributions to our shareholders through a dividend out of contributed surplus (as determined for Swiss tax purposes) rather than through a reduction of registered share capital prior to January 1, 2011, any dividends that we would

pay generally would be subject to a Swiss federal withholding tax at a rate of 35%. The withholding tax must be withheld from the gross distribution and paid to the Swiss Federal Tax Administration. A U.S. holder that qualifies for benefits under the Convention between the United States of America and the Swiss Confederation for the Avoidance of Double Taxation with Respect to Taxes on Income may apply for a refund of the tax withheld in excess of the 15% treaty rate (or for a full refund if the shareholder is a qualified pension fund). A Swiss tax resident holder may apply any tax withheld for a full credit against Swiss income tax upon proper declaration of the related income in such Swiss resident holder's personal Swiss income tax return. There can be no assurance that our shareholders will approve distributions through reductions in our registered share capital in the future, that we will be able to meet the other legal requirements for a reduction of registered share capital, or that Swiss withholding rules would not be changed in the future. In addition, over the long term, the amount of registered share capital available for reductions will be limited.

Currency fluctuations between the U.S. Dollar and the Swiss Franc may limit the amount available for any future distributions on our shares without subjecting shareholders to Swiss withholding tax.

Under Swiss corporate law, we are required to state our year-end unconsolidated Swiss statutory financial statements in Swiss Francs. Although distributions that are effected through a return of registered share capital or contributed surplus are expected to be paid in U.S. Dollars, shareholder resolutions with respect to such distributions are required to be stated in Swiss Francs. If the U.S. Dollar were to increase in value relative to the Swiss Franc, the U.S. Dollar amount of registered share capital available for future distributions without Swiss withholding tax will decrease.

We have certain restrictions on our ability to repurchase our shares.

The Swiss Code of Obligations limits a corporation's ability to hold or repurchase its own shares. We and our subsidiaries may only repurchase shares to the extent that sufficient freely distributable reserves (including contributed surplus as determined for Swiss tax purposes) are available. The aggregate par value of our registered shares held by us and our subsidiaries may not exceed 10% of our registered share capital. We may repurchase our registered shares beyond the statutory limit of 10%, however, only if the shareholders have adopted a resolution at a general meeting of shareholders authorizing the board of directors to repurchase registered shares in an amount in excess of 10% and the repurchased shares are dedicated for cancellation.

Registered holders of our shares must be registered as shareholders with voting rights in order to vote at shareholder meetings.

Our articles of association contain a provision regarding voting rights that is required by Swiss law for Swiss companies like us that issue registered shares (as opposed to bearer shares). This provision provides that to be able to exercise voting rights, holders of our shares must be registered in our share register (Aktienbuch) as shareholders with voting rights. Only shareholders whose shares have been registered with voting rights on the record date may participate in and vote at our shareholders' meetings, but all shareholders will be entitled to dividends, distributions, preemptive rights, advance subscription rights, and liquidation proceeds. The board of directors may, in its discretion, refuse to register shares as shares with voting rights if a shareholder does not fulfill certain disclosure requirements as set forth in our articles of association.

Certain provisions of our articles of association may reduce the likelihood of any unsolicited acquisition proposal or potential change of control that our shareholders might consider favorable.

Our articles of association contain provisions that could be considered "anti-takeover" provisions because they would make it harder for a third party to acquire us without the consent of our incumbent board of directors. Under these provisions, among others:

- shareholders may act only at shareholder meetings and not by written consent, and
- restrictions will apply to any merger or other business combination between our company and any holder of 15% or more of our issued voting shares who became such without the prior approval of our board of directors,

both of which provisions may only be amended by the affirmative vote of the holders of 80% of our issued voting shares, which could have the effect of discouraging an unsolicited acquisition proposal or delaying, deferring, or preventing a change of control transaction that might involve a premium price or otherwise be considered favorably by our shareholders. Our articles of association also contain provisions permitting our board of directors to issue new shares from authorized or conditional capital (in either case, representing a maximum of 50% of the shares presently registered in the commercial register and in the case of issuances from authorized capital, until June 22, 2011 unless re-authorized by shareholders for a subsequent two-year period) without shareholder approval and without regard for shareholders' preemptive rights or advance subscription rights, for the purpose of the defense of an actual, threatened or potential unsolicited takeover bid, in relation to which the board of directors, upon consultation with an independent financial advisor, has not recommended acceptance to the shareholders. We note that Swiss courts have not addressed whether or not a takeover bid of this nature is an acceptable reason under Swiss law for withdrawing or limiting preemptive rights with respect to authorized share capital or advance subscription rights with respect to conditional share capital. In addition, the New York Stock Exchange, on which our shares are listed, requires shareholder approval for issuances of shares equal to 20% or more of the outstanding shares or voting power, with limited exceptions.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

Properties

Our principal offices in the United States are located in Berwyn, Pennsylvania in a facility that we rent. We operate nearly 120 manufacturing, warehousing, and office locations in approximately 25 states in the United States. We also operate over 250 manufacturing, warehousing, and office locations in over 50 countries and territories outside the United States.

We own approximately 20 million square feet of space and lease approximately 10 million square feet of space. Our facilities are reasonably maintained and suitable for the operations conducted in them.

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Manufacturing

We manufacture our products in approximately 25 countries worldwide. These manufacturing sites focus on various aspects of the manufacturing processes, including our primary processes of stamping, plating, molding, extrusion, beaming, and assembly. We expect to continue to migrate our manufacturing activities to lower-cost countries as our customers' requirements shift. In addition, we will continue to look for efficiencies to reduce our manufacturing costs and believe that we can achieve cost reductions through improved manufacturing efficiency and through the migration of manufacturing to lower-cost countries.

Our centers of manufacturing output at September 25, 2009 included sites in the following countries:

	Number of Manufacturing Facilities				Total
	Electronic Components	Network Solutions	Specialty Products	Undersea Telecommunications	
Americas:					
United States	15	1	10	1	27
Mexico	4	1	2	—	7
Brazil	1	—	—	—	1
Europe/Middle East/Africa:					
United Kingdom	3	4	1	—	8
Germany	4	3	—	—	7
India	4	1	1	—	6
Switzerland	3	1	—	—	4
Belgium	1	1	—	—	2
Czech Republic	2	—	—	—	2
France	1	1	—	—	2
Italy	2	—	—	—	2
Spain	2	—	—	—	2
Austria	1	—	—	—	1
Hungary	1	—	—	—	1
Poland	1	—	—	—	1
Portugal	1	—	—	—	1
Asia-Pacific:					
China	13	2	—	—	15
Japan	1	—	2	—	3
Korea	1	—	—	—	1
Malaysia	—	1	—	—	1
New Zealand	1	—	—	—	1
Singapore	1	—	—	—	1
Thailand	—	1	—	—	1
Total	63	17	16	1	97

We estimate that our manufacturing production by region in fiscal 2009 was approximately: Americas—30%, Europe/Middle East/Africa—40%, and Asia-Pacific—30%.

We expect that manufacturing production will continue to increase in the Asia-Pacific region as a percentage of total manufacturing as this region continues to experience strong growth and our customers' manufacturing continues to migrate to the region.

ITEM 3. LEGAL PROCEEDINGS

Tyco Electronics Legal Proceedings

In the ordinary course of business, we are subject to various legal proceedings and claims, including antitrust claims, product liability matters, environmental matters, employment disputes, disputes on agreements, and other commercial disputes. In addition, we operate in an industry susceptible to significant patent legal claims. At any given time in the ordinary course of business, we are involved as either a plaintiff or defendant in a number of patent infringement actions. If infringement of a third party's patent were to be determined against us, we might be required to make significant royalty or other payments or might be subject to an injunction or other limitation on our ability to manufacture or sell one or more products. If a patent owned by or licensed to us were determined to be invalid or unenforceable, we might be required to reduce the value of the patent on our balance sheet and to record a corresponding charge, which could be significant in amount.

Management believes that these legal proceedings and claims likely will be resolved over an extended period of time. Although it is not feasible to predict the outcome of these proceedings, based upon our experience, current information and applicable law, we do not expect that these proceedings will have a material adverse effect on our results of operations, financial position, or cash flows. However, one or more of the proceedings could have a material adverse effect on our results of operations, financial positions, or cash flows in a future period.

Legal Matters under Separation and Distribution Agreement

The Separation and Distribution Agreement among us, Tyco International, and Covidien provided for the allocation among the parties of Tyco International's assets, liabilities, and obligations attributable to periods prior to our and Covidien's separations from Tyco International on June 29, 2007. Under the Separation and Distribution Agreement, we assumed the liability for, and control of, all pending and threatened legal matters at separation related to our business or assumed or retained liabilities, and will indemnify the other parties for any liability arising out of or resulting from such assumed legal matters. Tyco Electronics remains responsible for 31% of certain potential liabilities that may arise from litigation pending or threatened at separation that was not allocated to one of the three parties, and Tyco International and Covidien are responsible for 27% and 42%, respectively, of such liabilities. If any party defaults in payment of its allocated share of any such liability, each non-defaulting party will be responsible for an equal portion of the amount in default together with any other non-defaulting party, although any such payments will not release the obligation of the defaulting party. Subject to the terms and conditions of the Separation and Distribution Agreement, Tyco International manages and controls all the legal matters related to the shared contingent liabilities, including the defense or settlement thereof, subject to certain limitations. All costs and expenses that Tyco International incurs in connection with the defense of such litigation, other than the amount of any judgment or settlement, which will be allocated in the manner described above, will be borne equally by Tyco International, Covidien, and us.

Tyco International Legal Proceedings

Securities Class Actions and Settlement

As previously reported in our periodic filings, prior to the separation, Tyco International and certain of its former directors and officers were named as defendants in over 40 purported securities class action lawsuits. As a part of the Separation and Distribution Agreement, any existing or potential liabilities related to the securities class actions were allocated among Tyco International, Covidien, and us. We are responsible for 31% of potential liabilities that may arise upon the resolution of the remaining pending litigation. Most of the securities class actions were transferred to the United States District Court for the District of New Hampshire for coordinated or consolidated pre-trial proceedings.

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A consolidated securities class action complaint was filed in these proceedings and on June 12, 2006, the court entered an order certifying a class "consisting of all persons and entities who purchased or otherwise acquired Tyco securities between December 13, 1999 and June 7, 2002, and who were damaged thereby, excluding defendants, all of the officers, directors and partners thereof, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which any of the foregoing have or had a controlling interest." As previously reported, Tyco International settled 32 of the purported securities class action lawsuits arising from the actions alleged to have been taken by its prior management, for which we were responsible for 31%. All legal contingencies that could have affected the final order entered in the United States District Court for the District of New Hampshire approving the settlement expired on February 21, 2008. As of the opt-out deadline for the settlement, Tyco International received opt-out notices from individuals and entities totaling approximately 4% of the shares owned by class members. A number of these individuals and entities filed actions separately against Tyco International and/or Tyco International, Covidien, and us, all of which have been settled subsequently. In addition, several cases asserting claims arising under the Employee Retirement Income Security Act ("ERISA") were filed, all of which have been settled. See Note 15 to the Consolidated and Combined Financial Statements for further information regarding settlements of securities cases and reserves. Only three of the securities cases remain outstanding.

Outstanding Securities Actions

As previously reported, on October 30, 2003, *Stumpf v. Tyco International Ltd., et al.* was transferred to the United States District Court for the District of New Hampshire by the Judicial Panel on Multidistrict Litigation. The complaint asserts claims against Tyco International based on Sections 11 and 15 of the Securities Act of 1933 (the "Securities Act") and Sections 10(b) and 20(a) of the Exchange Act. This action is in the pre-trial stage.

As previously reported, an action filed on September 2, 2004 captioned *Jasin v. Tyco International Ltd., et al.* is pending in the United States District Court for the District of New Hampshire. The *pro se* plaintiff named as additional defendants Tyco International (U.S.) Inc. and certain of Tyco International's former executives. Plaintiff's complaint asserts causes of action under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, as well as Section 11 of the Securities Act. Claims against the former executives also are asserted under Section 14(a) of the Exchange Act and Rule 14a-9 promulgated thereunder and Section 20A of the Exchange Act, as well as Sections 11, 12(a)(2) and 15 of the Securities Act. Plaintiff also asserts common law fraud, negligent misrepresentation, unfair trade practice, breach of contract, breach of the duty of good faith and fair dealing, and violation of Section 1-402 of the Pennsylvania Securities Act of 1972. This action is in the pre-trial stage.

As previously reported, the Judicial Panel on Multidistrict Litigation transferred *Hall v. Kozlowski, et al.*, an action relating to plaintiff's employment, 401(k) and pension plans, and ownership of Tyco International stock, to the United States District Court for the District of New Hampshire. This action is in the pre-trial stage.

Investigations

As previously reported, Tyco International and others received various subpoenas and requests from the SEC's Division of Enforcement, the U.S. Department of Labor, the General Services Administration, and others seeking the production of documents in connection with various investigations into Tyco International's governance, management, operations, accounting, and related controls prior to the separation. The Department of Labor is investigating Tyco International and the administrators of certain of its benefit plans. Tyco International has advised us that it cannot predict when these investigations will be completed, nor can it predict what the results of these investigations

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may be. It is possible that Tyco International will be required to pay material fines or suffer other penalties, and pursuant to the liability sharing provisions of the Separation and Distribution Agreement, a portion of such payments may be allocated to us. It is not possible to estimate the amount of loss, or range of possible loss, if any, that might result from an adverse resolution of these matters. As a result, our share of such potential losses also is not estimable and may have a material adverse effect on our results of operations, financial position, or cash flows.

Compliance Matters

As previously reported, Tyco International received and has responded to various allegations that certain improper payments were made by Tyco International subsidiaries, including Tyco Electronics subsidiaries, in recent years prior to the separation. Tyco International reported to the U.S. Department of Justice and the SEC the investigative steps and remedial measures that it had taken in response to the allegations, including that it retained outside counsel to perform a company-wide baseline review of its policies, controls, and practices with respect to compliance with the Foreign Corrupt Practices Act, and that it would continue to investigate and make periodic progress reports to these agencies. To date, our baseline review has revealed that some of our former business practices may not comply with FCPA requirements. At this time, we cannot predict the outcome of these matters and other allegations reported to regulatory and law enforcement authorities and therefore cannot estimate the range of potential loss or extent of risk, if any, that may result from an adverse resolution of these matters. However, it is possible that we may be required to pay judgments, suffer penalties, or incur settlements in amounts that may have a material adverse effect on our results of operations, financial position, or cash flows. Any judgment, settlement, or other cost incurred by Tyco International in connection with these matters not specifically allocated to Tyco International, Covidien, or us would be subject to the liability sharing provisions of the Separation and Distribution Agreement.

Litigation Matters Related to Our Former Wireless Systems Business

State of New York Contract

On September 19, 2005, our former Wireless Systems business was awarded a twenty-year lease contract with the State of New York (the "State") to construct, operate, and maintain a statewide wireless communications network for use by state and municipal first responders. On August 29, 2008, we were served by the State with a default notice related to the first regional network, pursuant to the contract. Under the terms of the contract, we had 45 days to rectify the purported deficiencies noted by the State. On October 16, 2008, we informed the State that all technical deficiencies had been remediated and the system was operating in accordance with the contract specifications and certified the system ready for testing. The State conducted further testing during November and December 2008. On January 15, 2009, the State notified us that, in the State's opinion, we had not fully remediated the issues cited by the State and it had determined that we were in default of the contract and that it had exercised its right to terminate the contract. The State contends that it has the right under the contract to recoup costs incurred by the State in conjunction with the implementation of the network, and as a result of this contention, on January 16, 2009, the State drew down \$50 million against an irrevocable standby letter of credit funded by us. The State has the ability to draw up to an additional \$50 million against the standby letter of credit, although we dispute that the State has any basis to do so.

On February 13, 2009, we filed a claim in the New York Court of Claims, seeking over \$100 million in damages, and alleging a number of causes of action, including breach of contract, unjust enrichment, defamation, conversion, breach of the covenant of good faith and fair dealing, the imposition of a constructive trust, and seeking a declaration that the State terminated the contract "for convenience." On September 25, 2009, the Court granted the State's motion to dismiss all counts of the complaint, with the exception of the breach of contract claims. On November 16, 2009, the State filed an answer to the complaint and counterclaim. The counterclaim asserts a claim for breach of contract

and alleges that the State has incurred damages in excess of \$275 million. We believe that the counterclaim is without merit and intend to vigorously pursue our claims in this matter. The parties are now proceeding with discovery.

Com-Net

At September 25, 2009, we had a contingent purchase price commitment of \$80 million related to our fiscal 2001 acquisition of Com-Net, representing the maximum amount payable to the former shareholders of Com-Net only after the construction and installation of a communications system for the State of Florida is finished and the State of Florida has approved the system based on the guidelines set forth in the contract. Under the terms of the purchase and sale agreement, we do not believe we have any obligation to the sellers. However, the sellers have contested our position and initiated a lawsuit in June 2006 in the Court of Common Pleas in Allegheny County, Pennsylvania, which is in the motion pleading and discovery phase.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to security holders for a vote during the fourth quarter of the fiscal year ended September 25, 2009.

PART II**ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES****Market Information**

Tyco Electronics' common shares are listed and traded on the New York Stock Exchange ("NYSE") under the symbol "TEL," and began trading on the NYSE on a "when-issued" basis on June 14, 2007 prior to Tyco Electronics' spin-off from Tyco International on June 29, 2007. The following table sets forth the high and low closing sales prices of Tyco Electronics' common shares as reported by the NYSE for the quarterly periods during the fiscal years ended September 25, 2009 and September 26, 2008.

Fiscal Year Ended September 25, 2009	Market Price Range	
	High	Low
First Quarter	\$ 27.66	\$ 12.97
Second Quarter	17.55	7.44
Third Quarter	20.39	10.54
Fourth Quarter	23.94	16.68
Fiscal Year Ended September 26, 2008		
First Quarter	\$ 37.97	\$ 31.36
Second Quarter	37.13	31.18
Third Quarter	40.12	34.04
Fourth Quarter	37.40	26.90

The number of registered holders of Tyco Electronics' common shares at November 16, 2009 was 35,741.

Dividends

The following table sets forth (in U.S. Dollars) the dividends paid on Tyco Electronics' common shares during the quarterly periods presented below.

Fiscal Year Ended September 25, 2009	Dividend per Common Share
First Quarter	\$ 0.16
Second Quarter	0.16
Third Quarter	0.16
Fourth Quarter ⁽¹⁾	0.16
Fiscal Year Ended September 26, 2008	
First Quarter	0.14
Second Quarter	0.14
Third Quarter	0.14
Fourth Quarter	0.14

(1)

Paid in the form of a reduction of registered share capital. The reduction was declared in Swiss Francs ("CHF") at CHF 0.17 and paid in U.S. Dollars based on a U.S. Dollar/Swiss Franc exchange rate shortly before declared.

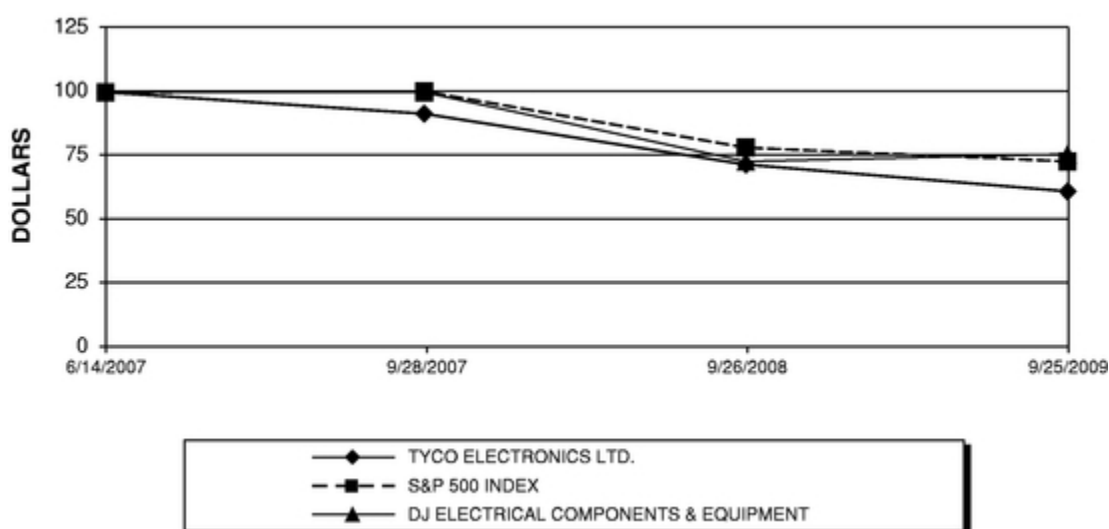
Future dividends on our common shares or reductions of registered share capital for distribution to shareholders, if any, must be approved by our shareholders. In exercising their discretion to recommend to the shareholders that such dividends or distributions be approved, our board of directors will

consider our results of operations, cash requirements and surplus, financial condition, statutory requirements of applicable law, contractual restrictions, and other factors that they may deem relevant. We may from time to time enter into financing agreements that contain financial covenants and restrictions, some of which may limit our ability to pay dividends or to distribute capital reductions.

Performance Graph

Set forth below is a graph comparing the cumulative total shareholder return on Tyco Electronics' common shares against the cumulative return on the S&P 500 Index and the Dow Jones Electrical Components & Equipment Index, assuming investment of \$100 on June 14, 2007, the first day of "when-issued" trading of Tyco Electronics' common shares on the NYSE prior to our separation from Tyco International on June 29, 2007, including the reinvestment of dividends, and the investment of \$100 in the Indexes on June 14, 2007. The graph shows the cumulative total return as of the fiscal years ended September 28, 2007, September 26, 2008, and September 25, 2009. The comparisons in the graph below are based upon historical data and are not indicative of, nor intended to forecast, future performance of the common shares.

**COMPARISON OF CUMULATIVE TOTAL RETURN
AMONG TYCO ELECTRONICS LTD., S&P 500 INDEX
AND DOW JONES ELECTRICAL COMPONENTS AND EQUIPMENT**



	6/14/07*	9/28/07	9/26/08	9/25/09
Tyco Electronics Ltd.	100.00	91.56	71.65	61.15
S&P 500	100.00	100.34	78.28	72.88
Dow Jones Electrical Components & Equipment	100.00	99.97	78.08	75.75

* \$100 invested on 6/14/07 in Tyco Electronics' common shares, including reinvestment of dividends, and \$100 invested on 6/14/07 in Indexes. Indexes calculated on month-end basis.

Issuer Purchases of Equity Securities

The following table presents information about our purchases of our common shares during the fiscal quarter ended September 25, 2009:

Period	Total Number of Shares Purchased⁽¹⁾	Average Price Paid Per Share⁽¹⁾	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs⁽²⁾	Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs⁽²⁾
June 27—July 24, 2009	27,762	\$ —	—	\$ 606,379,371
July 25—August 28, 2009	3,161	—	—	606,379,371
August 29—September 25, 2009	4,418	—	—	606,379,371
Total	35,341	\$ —	—	\$ 606,379,371

(1)

This column includes the following transactions which occurred during the fiscal quarter ended September 25, 2009:

(i)

the acquisition of 35,341 common shares from individuals in order to satisfy tax withholding requirements in connection with the vesting of restricted shares issued under equity compensation plans.

(2)

Our \$2.0 billion share repurchase program authorizes us to purchase a portion of our outstanding common shares from time to time through open market or private transactions, depending on business and market conditions. The share repurchase program does not have an expiration date.

ITEM 6. SELECTED FINANCIAL DATA

The following table presents selected consolidated and combined financial and other operating data for Tyco Electronics. The consolidated and combined statement of operations data for fiscal 2009, 2008, and 2007 and the consolidated balance sheet data as of September 25, 2009 and September 26, 2008 are derived from our audited consolidated and combined financial statements included elsewhere in this Annual Report. The combined statement of operations data for fiscal 2006 and 2005 and the consolidated and combined balance sheet data as of September 28, 2007, September 29, 2006 and September 30, 2005 are derived from our audited consolidated and combined financial statements not included elsewhere in this Annual Report.

The data presented below should be read in conjunction with our Consolidated and Combined Financial Statements and accompanying notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this Annual Report. Our consolidated and combined financial information may not be indicative of our future performance and does not necessarily reflect what our financial position and results of operations would have been had we operated as an independent, publicly-traded company prior to June 29, 2007.

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	As of or for Fiscal				
	2009(1)	2008(2)(6)	2007(3)(6)	2006(4)(6)	2005(5)(6)
(in millions, except per share data)					
Statement of Operations Data					
Net sales	\$ 10,256	\$ 14,373	\$ 12,574	\$ 11,431	\$ 10,543
Gross income	2,536	4,173	3,719	3,556	3,322
Pre-Separation litigation charges, net	144	22	887	—	—
Separation costs	—	—	44	—	—
Restructuring and other charges (credits), net	375	219	92	7	(312)
Impairment of goodwill	3,547	103	—	—	—
Operating income (loss)	(3,474)	1,663	655	1,679	1,890
Income (loss) from continuing operations	(3,100)	1,527	(214)	1,402	949
Income (loss) from discontinued operations, net of income taxes	(156)	255	(340)	(201)	184
Cumulative effect of accounting change, net of income taxes	—	—	—	(8)	11
Net income (loss)	\$ (3,256)	\$ 1,782	\$ (554)	\$ 1,193	\$ 1,144
Per Share Data⁽⁷⁾					
Basic earnings (loss) per share:					
Income (loss) from continuing operations	\$ (6.75)	\$ 3.16	\$ (0.43)	\$ 2.82	\$ 1.91
Net income (loss)	(7.09)	3.69	(1.11)	2.40	2.30
Diluted earnings (loss) per share:					
Income (loss) from continuing operations	\$ (6.75)	\$ 3.14	\$ (0.43)	\$ 2.82	\$ 1.91
Net income (loss)	(7.09)	3.67	(1.11)	2.40	2.30
Cash dividends declared and distributions approved per common share					
	\$ 0.64	\$ 0.58	\$ 0.14	\$ —	\$ —
Balance Sheet Data					
Total current assets	\$ 5,579	\$ 7,635	\$ 10,545	\$ 7,245	\$ 6,902
Total assets	16,220	21,600	23,688	19,091	18,473
Total current liabilities	2,615	3,387	6,218	3,181	3,204
Long-term debt and obligations under capital leases					
	2,316	3,161	3,373	3,371	3,816
Total equity	7,016	11,073	11,377	11,160	9,842
Working capital ⁽⁸⁾	2,964	4,248	4,327	4,064	3,698
Other Operating Data					
Capital expenditures	\$ 328	\$ 610	\$ 863	\$ 506	\$ 451

(1)

Fiscal 2009 loss from continuing operations includes net pre-Separation litigation charges of \$144 million, net restructuring and other charges of \$375 million, impairment of goodwill of \$3,547 million, a gain on retirement of debt of \$22 million, other expense of \$68 million pursuant to the Tax Sharing Agreement with Tyco International and Covidien, and an income tax benefit of \$49 million attributable to adjustments to prior year tax returns. (See Notes 15, 4, 8, 11, 19, and 18 to the Consolidated and Combined Financial Statements.) Fiscal 2009 net loss includes \$156 million of loss, net of income taxes, from discontinued operations. (See Note 5 to the Consolidated and Combined Financial Statements.)

(2)

Fiscal 2008 income from continuing operations includes net pre-Separation litigation charges of \$22 million, net restructuring and other charges of \$219 million, impairment of goodwill of \$103 million, other income of \$567 million pursuant to the Tax Sharing Agreement with Tyco International and Covidien, and an

income tax benefit of \$33 million related to the analysis and reconciliation of tax accounts. (See Notes 15, 4, 8, 19, and 18 to the Consolidated and Combined Financial Statements.) Fiscal 2008 net income includes \$255 million of income, net of income taxes, from discontinued operations. (See Note 5 to the Consolidated and Combined Financial Statements.)

(3)

Fiscal 2007 loss from continuing operations includes net pre-Separation litigation charges of \$887 million, separation costs of \$44 million, net restructuring and other charges of \$92 million, and allocated loss on retirement of debt of \$232 million. (See Notes 15, 3, 4, and 11 to the Consolidated and Combined Financial Statements.) Fiscal 2007 net loss includes \$340 million of loss, net of income taxes, from discontinued operations. (See Note 5 to the Consolidated and Combined Financial Statements.)

(4)

Fiscal 2006 net income includes a \$201 million loss, net of income taxes, from discontinued operations as well as an \$8 million loss, net of income taxes, related to the cumulative effect of accounting change recorded in conjunction with the adoption of ASC 410-20 (Asset Retirement and Environmental Obligations: Asset Retirement Obligations).

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- (5) Fiscal 2005 income from continuing operations includes a \$301 million gain on the divestiture of the Tyco Global Network as well as a \$365 million loss on retirement of debt. Fiscal 2005 net income includes \$184 million of income, net of income taxes, from discontinued operations and an \$11 million gain, net of income taxes, related to the cumulative effect of accounting change recorded in conjunction with the change in measurement date for pension and postretirement benefit plans.
- (6) The Wireless Systems business met the held for sale and discontinued operations criteria in fiscal 2009. As such, we have reclassified amounts previously reported to reflect this business as discontinued operations in all periods presented. For additional information regarding discontinued operations, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Discontinued Operations" and Note 5 to the Consolidated and Combined Financial Statements. In addition, in fiscal 2009, we reclassified certain expenses on the Consolidated and Combined Statements of Operations. The reclassifications had no impact on previously reported operating income (loss), net income (loss), or earnings (loss) per share. All periods presented have been reclassified to conform to the current presentation. See Note 1 to the Consolidated and Combined Financial Statements for additional information regarding the reclassifications.
- (7) For all periods prior to our separation from Tyco International, basic and diluted earnings (loss) per share were calculated utilizing the basic shares outstanding at June 29, 2007, the date of separation.
- (8) Working capital is defined as current assets minus current liabilities.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our Consolidated and Combined Financial Statements and the accompanying notes included elsewhere in this Annual Report. The following discussion may contain forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to these differences include those factors discussed below and elsewhere in this Annual Report, particularly in "Risk Factors" and "Forward-Looking Information."

Change of Domicile

Effective June 25, 2009, Tyco Electronics Ltd. ("Tyco Electronics" or the "Company"), which may be referred to as "we," "us," or "our") discontinued its existence as a Bermuda company as provided in the Bermuda Companies Act, and, in accordance with article 161 of the Swiss Federal Code on International Private Law, continued its existence as a Swiss corporation under articles 620 et seq. of the Swiss Code of Obligations. The rights of holders of our shares are now governed by Swiss law, our Swiss articles of association, and our Swiss organizational regulations.

The Separation

Effective June 29, 2007, we became the parent company of the former electronics businesses of Tyco International Ltd. ("Tyco International"). On June 29, 2007, Tyco International distributed all of its shares of Tyco Electronics, as well as its shares of its former healthcare businesses ("Covidien"), to its common shareholders (the "Separation").

Overview

The Consolidated and Combined Financial Statements reflect the consolidated operations of Tyco Electronics Ltd. and its subsidiaries as an independent, publicly-traded entity subsequent to the Separation and a combined reporting entity comprising the assets and liabilities used in managing and operating the electronics businesses of Tyco International, including Tyco Electronics Ltd., for the period prior to the Separation.

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Our Consolidated and Combined Financial Statements have been prepared in United States Dollars, in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The Consolidated and Combined Financial Statements for the period prior to the Separation may not be indicative of our future performance and do not necessarily reflect what our consolidated and combined results of operations, financial position, and cash flows would have been had we operated as an independent, publicly-traded company prior to June 29, 2007. Certain general corporate overhead, net class action settlement costs, net interest expense, and other expenses for the period prior to the Separation were allocated to us by Tyco International. Management believes such allocations were reasonable; however, they may not be indicative of our actual results had we been operating as an independent, publicly-traded company for the period prior to the Separation. See Note 17 to the Consolidated and Combined Financial Statements for further information regarding allocations.

We are a leading global provider of engineered electronic components, network solutions, specialty products, and undersea telecommunication systems. We design, manufacture, and market approximately 450,000 different products for customers in a broad array of industries including automotive; data communication systems and consumer electronics; telecommunications; aerospace, defense, and marine; medical; energy; and lighting. We believe the end markets that we sell into are balanced with the total end market demand for our products.

We operate through four reporting segments: Electronic Components, Network Solutions, Specialty Products, and Undersea Telecommunications. In May 2009, we sold our Wireless Systems business which has been reclassified as discontinued operations. Prior to reclassification to held for sale and discontinued operations, this business was reported as our former Wireless Systems segment. Also, effective January 1, 2009, we established the Specialty Products Group from our existing businesses. The results of this new organization are reported as a separate reporting segment. This new segment is comprised of the Aerospace, Defense, and Marine; Touch Systems; Medical; and Circuit Protection businesses which were formerly reported in the Electronic Components segment. Prior period segment information has been revised to conform to the current segment reporting structure in all periods presented. See Notes 1 and 24 to the Consolidated and Combined Financial Statements for additional information regarding our segments.

We service our customers primarily through our direct sales force that serves customers in over 150 countries. The sales force is supported by approximately 7,000 engineers, as well as globally deployed manufacturing sites. Through our sales force and engineering resources, we are able to collaborate with our customers throughout the world to provide highly engineered products and solutions to meet their needs.

Our strategic objective is to increase our revenue and profitability across all of our segments in the markets we serve. This strategy is dependent upon the following strategic priorities:

- leverage our market leadership position to increase our market share;
- achieve market leadership in attractive and under-penetrated industries;
- extend our leadership in key emerging markets;
- supplement organic growth with strategic acquisitions;
- improve operating margins; and
- accelerate new product development through research and development excellence.

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Key business factors that influenced our results of operations for the periods discussed in this Management's Discussion and Analysis of Financial Condition and Results of Operations include:

- **Raw material price increases.** We purchased approximately 125 million pounds of copper and 125,000 troy ounces of gold in fiscal 2009. During the periods shown, gold prices, as well as the prices of certain other raw materials, have been volatile and current year prices have increased from prior year levels. Copper prices remain high relative to historic levels but have declined over the past year. The following table sets forth the average prices incurred related to copper and gold during the periods presented:

	Measure	Fiscal		
		2009	2008	2007
Copper	Lb.	\$ 2.75	\$ 3.40	\$ 3.20
Gold	Troy oz.	\$ 878	\$ 870	\$ 653

In fiscal 2010, we expect to purchase approximately 125 million pounds of copper and 150,000 troy ounces of gold.

- **Foreign exchange.** Approximately 50% of our net sales are invoiced in currencies other than the U.S. Dollar. Our results of operations are influenced by changes in foreign currency exchange rates. Increases or decreases in the value of the U.S. Dollar, compared to other currencies, will directly affect our reported results as we translate those currencies into U.S. Dollars at the end of each fiscal period. The percentage of net sales in fiscal 2009 by major currencies invoiced was as follows:

U.S. Dollar	50%
Euro	28
Japanese Yen	7
Chinese Renminbi	4
Brazilian Real	2
British Pound Sterling	2
Korean Won	2
All others	5
Total	100%

Economic Conditions

Our business and operating results have been and will continue to be affected by worldwide economic conditions. Our sales are dependent on certain end markets that are impacted by consumer as well as industrial and infrastructure spending, and our operating results can be adversely affected by reduced demand in those markets. As a result of economic trends, we experienced a 28.6% decrease in net sales in fiscal 2009 as compared to fiscal 2008. We expect net sales in the first quarter of fiscal 2010 to be \$2.7 billion to \$2.8 billion, a flat to 4% increase from fourth quarter fiscal 2009 levels, as a result of continued improvements in consumer end markets, partially offset by a decline in net sales in our Undersea Telecommunications segment.

We are monitoring the current environment and its potential effects on our customers and on the end markets we serve. Additionally, we continue to closely manage our costs in order to respond to changing conditions. We are also managing our capital resources and monitoring capital availability to ensure that we have sufficient resources to fund our future capital needs. (See further discussion in "Liquidity and Capital Resources.")

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We test goodwill allocated to reporting units for impairment annually during the fiscal fourth quarter, or more frequently if events occur or circumstances exist that indicate that a reporting unit's carrying value may exceed its fair value. We completed our annual goodwill impairment test in the fourth quarter of fiscal 2009 and determined that no impairment existed.

As a result of declines in sales and profitability of the Automotive and Communications and Industrial Solutions reporting units of the Electronic Components segment and the Circuit Protection reporting unit of the Specialty Products segment during the second quarter of fiscal 2009, we determined that an indicator of impairment had occurred and goodwill impairment testing of these reporting units was required. Significant judgment is involved in determining if an indicator of impairment has occurred. In making this assessment, we rely on a number of factors including, among others, operating results, business plans, economic projections, and anticipated future cash flows. There are inherent uncertainties related to these factors and management's judgment in applying each to the analysis of the recoverability of goodwill.

The testing for goodwill impairment is a two step process. In performing step I of impairment testing, we determined the fair value of the Automotive, Communications and Industrial Solutions, and Circuit Protection reporting units based on a discounted cash flows analysis incorporating our estimate of future operating performance. The results of the step I goodwill impairment tests indicated that the book value of each of the reporting units exceeded its fair value. The failure of the step I goodwill impairment tests triggered step II goodwill impairment tests in which we determined the implied fair value of the reporting units' goodwill by comparing the reporting units' fair value determined in step I to the fair value of the reporting units' net assets, including unrecognized intangible assets. The step II goodwill impairment tests resulted in a full impairment charge of \$2,088 million for the Automotive reporting unit and partial impairment charges of \$1,347 million and \$112 million for the Communications and Industrial Solutions and Circuit Protection reporting units, respectively, in the second quarter of fiscal 2009.

Discontinued Operations

During fiscal 2009, we entered into a definitive agreement to sell our Wireless Systems business. In May 2009, we completed the sale for \$664 million in net cash proceeds and recognized a pre-tax gain of \$59 million on this transaction. The divestiture of the Wireless Systems business substantially completes the streamlining of our portfolio that we began two years ago.

In September 2008, we completed the sale of the Radio Frequency Components and Subsystem business for net cash proceeds of \$427 million and recorded a \$184 million pre-tax gain on the sale. In September 2008, we also completed the sale of the Automotive Radar Sensors business for net cash proceeds of \$42 million and recorded a \$31 million pre-tax gain on the sale. In fiscal 2009, we recorded an additional pre-tax gain on sale of \$4 million in connection with the finalization of working capital adjustments relating to the sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses. Also during fiscal 2009, we received additional cash proceeds related to working capital of \$29 million in connection with the fiscal 2008 sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses. The Consolidated Balance Sheet reflected the \$29 million in prepaid expenses and other current assets at September 26, 2008.

The divestiture of our Power Systems business was authorized during fiscal 2007. As a result, we assessed Power Systems' assets for impairment and determined that the book value of the Power Systems business exceeded its estimated fair value. We recorded a \$585 million pre-tax impairment charge in fiscal 2007 in income (loss) from discontinued operations, net of income taxes on the Consolidated and Combined Statement of Operations. In fiscal 2008, we completed the sale of the Power Systems business for \$102 million in net cash proceeds and recorded a \$51 million pre-tax gain on the sale.

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In fiscal 2007, we completed the sale of the Printed Circuit Group business for \$227 million in net cash proceeds and recorded a \$45 million pre-tax gain on the sale.

The Wireless Systems, Radio Frequency Components and Subsystem, Automotive Radar Sensors, Power Systems, and Printed Circuit Group businesses have been included in discontinued operations in all periods presented on our Consolidated and Combined Financial Statements. Prior to reclassification to held for sale and discontinued operations, the Wireless Systems, Radio Frequency Components and Subsystem, and Automotive Radar Sensors businesses were components of the former Wireless Systems segment. Both the Power Systems and Printed Circuit Group businesses were components of the Other segment, which was subsequently renamed the Undersea Telecommunications segment. See Note 5 to the Consolidated and Combined Financial Statements for additional information regarding discontinued operations.

Other Divestitures

During fiscal 2009, we completed the sale of the Battery Systems business, which was part of the Electronic Components segment, for net cash proceeds of \$14 million after working capital adjustments. The divestiture resulted in a \$7 million pre-tax loss on sale which is reflected in restructuring and other charges, net on the Consolidated and Combined Statement of Operations. We have presented the loss on sale and the operations of the Battery Systems business in continuing operations due to immateriality. See Note 4 to the Consolidated and Combined Financial Statements for additional information regarding the divestiture of the Battery Systems business.

Subsequent to fiscal year end 2009, we signed an agreement with a third party to sell the Dulmison connectors and fittings product line within our energy business for \$16 million in cash, subject to final working capital adjustments. We expect the sale to be completed in the first quarter of fiscal 2010. A pre-tax impairment charge of \$12 million was recorded in fiscal 2009 to write the carrying value of the assets and liabilities down to fair value. The charge is reflected in restructuring and other charges, net on the Consolidated and Combined Statement of Operations. The product line, which was part of our Network Solutions segment, generated sales of \$53 million in fiscal 2009. See Note 4 to the Consolidated and Combined Financial Statements for additional information regarding the impairment charge.

Manufacturing Simplification and Cost Actions due to Current Economic Environment

We plan to continue to simplify our global manufacturing footprint, by migrating facilities from higher-cost to lower-cost countries, consolidating within countries, and transferring product lines to lower-cost countries. These initiatives are designed to help us maintain our competitiveness in the industry, improve our operating leverage, and position us for profitability growth in the years ahead.

We have closed a number of manufacturing facilities since we began our simplification program in 2007. As of fiscal year end 2009, we had fewer than 100 manufacturing sites as compared to over 130 at the end of fiscal 2006.

As a result of the current economic environment, we have accelerated workforce reductions through the elimination of temporary workers, attrition, and reductions in force. In fiscal 2009, we reduced our headcount by 17%, or approximately 16,000 positions.

In connection with our manufacturing simplification plan and in response to the current economic environment, we expect to incur restructuring charges of approximately \$350 million from fiscal 2010 through 2011. In fiscal 2009, cash spending related to restructuring was approximately \$260 million, and we anticipate spending approximately \$300 million in fiscal 2010. Cost savings related to these actions were \$200 million in fiscal 2009. Thereafter, annualized savings are expected to be \$300 million, consisting of \$200 million of manufacturing cost reductions and \$100 million of savings in selling, general, and administrative expenses.

Non-GAAP Financial Measures

Organic net sales growth, which is included in the discussion below, is a non-GAAP financial measure. The difference between reported net sales growth (the most comparable GAAP measure) and organic net sales growth (the non-GAAP measure) consists of the impact from foreign currency exchange rates, acquisitions, and divestitures. Organic net sales growth is a useful measure of the underlying results and trends in our business. It excludes items that are not completely under management's control, such as the impact of changes in foreign currency exchange rates, and items that do not reflect the underlying growth of the company, such as acquisition and divestiture activity.

We believe organic net sales growth provides useful information to investors because it reflects the underlying growth from the ongoing activities of our business. Furthermore, it provides investors with a view of our operations from management's perspective. We use organic net sales growth to monitor and evaluate performance, as it is an important measure of the underlying results of our operations. Management uses organic net sales growth together with GAAP measures such as net sales growth and operating income in its decision making processes related to the operations of our reporting segments and our overall company. We believe that investors benefit from having access to the same financial measures that management uses in evaluating operations. The discussion and analysis of organic net sales growth in Results of Operations below utilizes organic net sales growth as management does internally. Because organic net sales growth calculations may vary among other companies, organic net sales growth amounts presented below may not be comparable with similarly titled measures of other companies. Organic net sales growth is a non-GAAP financial measure that is not meant to be considered in isolation or as a substitute for GAAP measures. The primary limitation of this measure is that it excludes items that have an impact on our net sales. This limitation is best addressed by evaluating organic net sales growth in combination with our GAAP net sales. The tables presented in Results of Operations below provide reconciliations of organic net sales growth to net sales growth calculated under GAAP.

Results of Operations

Consolidated and Combined Operations

The following table sets forth certain items from our Consolidated and Combined Statements of Operations and the percentage of net sales that such items represent for the periods shown.

	Fiscal					
	2009		2008		2007	
	(\$ in millions)					
Net sales	\$ 10,256	100.0%	\$ 14,373	100.0%	\$ 12,574	100.0%
Cost of sales	7,720	75.3	10,200	71.0	8,855	70.4
Gross income	2,536	24.7	4,173	29.0	3,719	29.6
Selling, general, and administrative expenses	1,408	13.7	1,573	10.9	1,509	12.0
Research, development, and engineering expenses	536	5.2	593	4.1	532	4.2
Pre-Separation litigation charges, net	144	1.4	22	0.2	887	7.1
Separation costs	—	—	—	—	44	0.3
Restructuring and other charges, net	375	3.7	219	1.5	92	0.7
Impairment of goodwill	3,547	34.6	103	0.7	—	—
Operating income (loss)	(3,474)	(33.9)	1,663	11.6	655	5.2
Interest income	17	0.2	32	0.2	53	0.4
Interest expense	(165)	(1.6)	(190)	(1.3)	(232)	(1.8)
Other income (expense), net	(48)	(0.5)	567	3.9	(219)	(1.7)
Income (loss) from continuing operations before income taxes and minority interest	(3,670)	(35.8)	2,072	14.4	257	2.0
Income tax (expense) benefit	576	5.6	(540)	(3.8)	(465)	(3.7)
Income (loss) from continuing operations	(3,100)	(30.2)	1,527	10.6	(214)	(1.7)
Income (loss) from discontinued operations, net of income taxes	(156)	(1.5)	255	1.8	(340)	(2.7)
Net income (loss)	\$ (3,256)	(31.7)%	\$ 1,782	12.4%	\$ (554)	(4.4)%

Net Sales. Net sales decreased \$4,117 million, or 28.6%, to \$10,256 million in fiscal 2009 from \$14,373 million in fiscal 2008. In fiscal 2008, net sales increased \$1,799 million, or 14.3%, to \$14,373 million from \$12,574 million in fiscal 2007. On an organic basis, net sales decreased \$3,542 million, or 24.6%, in fiscal 2009, primarily as a result of declines in our Electronic Components, Specialty Products, and Network Solutions segments. Organic net sales increased \$944 million, or 7.5%, in fiscal 2008 as a result of strong growth in our Undersea Telecommunications segment and sales in international markets. Foreign currency exchange rates, primarily the Euro, negatively impacted net sales by \$482 million, or 3.4%, in fiscal 2009 and favorably impacted net sales by \$823 million, or 6.5%, in fiscal 2008. Price erosion adversely affected net sales by \$187 million in fiscal 2009, \$187 million in fiscal 2008, and \$197 million in fiscal 2007. See further discussion below under Results of Operations by Segment.

The following table sets forth the percentage of our total net sales by geographic region:

	Fiscal		
	2009	2008	2007
Americas	37%	34%	33%
Europe/Middle East/Africa	34	38	38

(EMEA)			
Asia-Pacific	29	28	29
Total	100%	100%	100%

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The following table provides an analysis of the change in our net sales compared to the prior fiscal year by geographic region:

	Fiscal											
	2009				2008							
	Change in Net Sales versus Prior Fiscal Year				Change in Net Sales versus Prior Fiscal Year							
	Organic ⁽¹⁾	Translation ⁽²⁾	Divestiture	Total	Organic ⁽¹⁾	Translation ⁽²⁾	Divestiture	Total				
	(\$ in millions)											
Americas ⁽³⁾	\$ (892)	(18.5)%	\$ (59)	\$ (55)	\$ (1,006)	(20.9)%	\$ 611	15.0%	\$ 65	\$ 45	\$ 721	17.7%
EMEA	(1,581)	(28.6)	(403)	(3)	(1,987)	(36.0)	116	2.4	583	—	699	14.5
Asia-Pacific	(1,069)	(26.3)	(20)	(35)	(1,124)	(27.7)	217	5.9	175	(13)	379	10.3
Total	\$ (3,542)	(24.6)%	\$ (482)	\$ (93)	\$ (4,117)	(28.6)%	\$ 944	7.5%	\$ 823	\$ 32	\$ 1,799	14.3%

- (1) Represents the change in net sales resulting from volume and price changes, before consideration of acquisitions, divestitures, and the impact of changes in foreign currency exchange rates.
- (2) Represents the change in net sales resulting from changes in foreign currency exchange rates.
- (3) The Americas includes our Undersea Telecommunications segment.

The following table sets forth the percentage of our total net sales by segment:

	Fiscal		
	2009	2008	2007
Electronic Components	58%	65%	68%
Network Solutions	17	15	15
Specialty Products	14	12	13
Undersea Telecommunications	11	8	4
Total	100%	100%	100%

The following table provides an analysis of the change in our net sales compared to the prior fiscal year by segment:

	Fiscal											
	2009				2008							
	Change in Net Sales versus Prior Fiscal Year				Change in Net Sales versus Prior Fiscal Year							
	Organic ⁽¹⁾	Translation ⁽²⁾	Divestiture	Total	Organic ⁽¹⁾	Translation ⁽²⁾	Divestiture	Total				
	(\$ in millions)											
Electronic Components	\$ (2,936)	(31.7)%	\$ (287)	\$ (93)	\$ (3,316)	(35.7)%	\$ 121	1.4%	\$ 593	\$ 32	\$ 746	8.7%
Network Solutions	(270)	(12.5)	(173)	—	(443)	(20.5)	117	6.1	148	—	265	14.0
Specialty Products	(332)	(18.8)	(22)	—	(354)	(20.0)	107	6.7	81	—	188	11.9
Undersea Tele-communications	(4)	(0.4)	—	—	(4)	(0.3)	599	105.8	1	—	600	106.2
Total	\$ (3,542)	(24.6)%	\$ (482)	\$ (93)	\$ (4,117)	(28.6)%	\$ 944	7.5%	\$ 823	\$ 32	\$ 1,799	14.3%

- (1) Represents the change in net sales resulting from volume and price changes, before consideration of acquisitions, divestitures, and the impact of changes in foreign currency exchange rates.
- (2) Represents the change in net sales resulting from changes in foreign currency exchange rates.

Gross Income. Gross income decreased \$1,637 million in fiscal 2009 as compared to fiscal 2008 and gross income as a percentage of net sales decreased by 430 basis points in fiscal 2009 as compared to fiscal 2008. The decrease was due to sales declines and unfavorable absorption of manufacturing costs associated with reduced production levels related to lower sales and our efforts to reduce inventory levels, partially offset by cost reductions from restructuring actions.

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In fiscal 2008, gross income increased \$454 million over fiscal 2007; however, gross income as a percentage of net sales decreased by 60 basis points. We were negatively impacted by lower volume growth in certain consumer related end markets in our Electronic Components segment and significant growth in our Undersea Telecommunications segment which has a margin below our Company average.

Selling, General, and Administrative Expenses. Selling, general, and administrative expenses as a percentage of net sales increased to 13.7% in fiscal 2009 as compared to 10.9% in fiscal 2008. In fiscal 2009, results included a net loss of approximately \$50 million primarily associated with economic hedges of certain anticipated future transactions and resulting primarily from the devaluation of certain eastern European currencies. In fiscal 2008, selling, general, and administrative expenses included a \$36 million gain on the sale of real estate related to our Electronic Components segment. Excluding these items, selling, general, and administrative expenses decreased in fiscal 2009 from fiscal 2008, but increased as a percentage of sales due to decreases in sales volume.

Selling, general, and administrative expenses as a percentage of net sales were 10.9% and 12.0% in fiscal 2008 and 2007, respectively. As discussed above, in fiscal 2008, selling, general, and administrative expenses included a \$36 million gain on the sale of real estate. Excluding this gain, selling, general, and administrative expenses were lower as a percentage of sales in fiscal 2008 due to sales volume leverage of our overhead structure. In 2007, selling, general, and administrative expenses included allocated overhead expenses from Tyco International of \$152 million. Also, we incurred costs of \$41 million in fiscal 2007 related to building separate company functions. A portion of these costs were duplicative in fiscal 2007 as we were also allocated costs related to these functions from Tyco International until the Separation date.

Research, Development, and Engineering Expenses. Research, development, and engineering expenses as a percentage of net sales increased to 5.2% in fiscal 2009 from 4.1% in fiscal 2008 and 4.2% in fiscal 2007. The increase as a percentage of net sales in fiscal 2009 was due to decreases in sales volume as well as our continued focus on future technologies within all four of our operating segments.

Pre-Separation Litigation Charges, Net. In fiscal 2009, we recorded charges of \$144 million related to pre-Separation securities litigation. During the first six months of fiscal 2009, we, Tyco International, and Covidien entered into definitive agreements to settle actions captioned *Hess v. Tyco International Ltd., et al.* and *Sciallo v. Tyco International Ltd., et al.* and opt-out cases brought by the Commonwealth of Massachusetts Pension Reserves Investment Management Board, Franklin Mutual Advisers, LLC and related plaintiffs, and the Public Employees' Retirement Association of Colorado. Pursuant to the sharing formula in the Separation and Distribution Agreement, we recorded charges of \$28 million for which no tax benefit was available. Additionally, in the second quarter of fiscal 2009, we recorded reserves totaling \$375 million representing the best estimate of probable loss for the remaining securities litigation claims subject to the Separation and Distribution Agreement, including remaining opt-out cases and cases arising under ERISA. As a result, we recorded a pre-tax charge in the first six months of fiscal 2009 of \$116 million for our share of the reserves. Upon final settlement of the ERISA cases in the fourth quarter of fiscal 2009, we recorded a \$25 million tax benefit. There were no tax benefits attributable for the other cases.

During the third and fourth quarters of fiscal 2009, we, Tyco International, and Covidien, settled the remaining opt-out cases for \$201 million and eight consolidated class actions brought under ERISA against Tyco International and certain of our current and former employees, officers and directors for a total of \$70 million. Pursuant to the sharing formula, our share of the settlement amounts was \$85 million. As we had previously established reserves for these opt-out cases and consolidated actions during the second quarter of fiscal 2009, the settlements did not impact our Consolidated and Combined Statement of Operations.

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In fiscal 2008, we recorded a net charge of \$22 million related to pre-Separation securities litigation. A charge of \$11 million, for which no tax benefit was available, was recorded in connection with Tyco International's settlement of previously disclosed securities litigation captioned *Ballard v. Tyco International Ltd., et al.* for \$36 million. Also, in connection with Tyco International's settlement of securities litigation with the State of New Jersey for \$73 million, we recorded a charge of \$23 million, for which no tax benefit was available. These charges represent our share of the settlement costs in accordance with the sharing percentages included in the Separation and Distribution Agreement. Also, we recorded income of \$12 million in fiscal 2008 related to Tyco International's recovery of certain costs from insurers.

In fiscal 2007, we were allocated a charge from Tyco International of \$922 million for the class action settlement, for which no tax benefit was available. In addition, in fiscal 2007, we were allocated \$35 million of income relating to Tyco International's expected recovery of certain costs from insurers.

See "Part I. Item 3. Legal Proceedings" and Note 15 to the Consolidated and Combined Financial Statements for additional information regarding the class action settlement and the settlement of pre-Separation securities litigation.

Separation Costs. In connection with the Separation, we incurred costs of \$44 million in fiscal 2007, primarily related to employee costs, including non-cash compensation expense of \$11 million related to the modification of share option awards at Separation and \$12 million related to the acceleration of restricted share award vesting as a result of Separation. See Note 23 to the Consolidated and Combined Financial Statements for further information on the conversion of Tyco International share option awards into Tyco Electronics share option awards.

Restructuring and Other Charges, Net. Net restructuring and other charges were \$375 million in fiscal 2009 as compared to \$219 million in fiscal 2008. Total charges, including amounts reflected in cost of sales, increased \$145 million to \$373 million in fiscal 2009 from \$228 million in fiscal 2008. Increases resulted primarily from new actions initiated in fiscal 2009 to reduce costs in response to market conditions and primarily related to headcount reductions and manufacturing site closures in the Electronic Components, Network Solutions, and Specialty Products segments. Fiscal 2009 charges included a long-lived asset impairment in our Network Solutions segment of \$14 million primarily related to the divestiture of the Dulmison connectors and fittings product line within our energy business. As discussed above, subsequent to fiscal year end 2009, we signed an agreement with a third party to sell this product line. Fiscal 2008 charges included long-lived asset impairments in our Electronic Components segment of \$34 million, consisting of \$22 million related to the divestiture of our Battery Systems business and \$12 million related to certain dedicated manufacturing lines serving the North American automotive market.

In fiscal 2008, net restructuring and other charges were \$219 million as compared to \$92 million in fiscal 2007. Total charges, including amounts reflected in cost of sales, were \$228 million and \$97 million in fiscal 2008 and 2007, respectively. As discussed above, fiscal 2008 charges included long-lived asset impairments of \$34 million. Additional increases in fiscal 2008 over fiscal 2007 resulted from our strategic priority to simplify our manufacturing footprint. During fiscal 2008 and 2007, we initiated restructuring actions primarily relating to the migration of product lines to lower-cost countries and the exit of certain manufacturing operations in the Electronic Components and Network Solutions segments. Restructuring charges recorded in both fiscal 2008 and 2007 primarily related to employee severance and benefits.

See Note 4 to the Consolidated and Combined Financial Statements for additional information regarding net restructuring and other charges.

Impairment of Goodwill. During fiscal 2009, we recorded a goodwill impairment charge of \$3,435 million in our Electronic Components segment, of which \$2,088 million and \$1,347 million

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related to the Automotive and Communications and Industrial Solutions reporting units, respectively. We also recorded a goodwill impairment charge of \$112 million in our Specialty Products segment related to the Circuit Protection reporting unit.

During fiscal 2008, we recorded a goodwill impairment charge of \$103 million which related to the Global Application Tooling Division reporting unit of our Electronic Components segment.

See Note 8 to the Consolidated and Combined Financial Statements for further information regarding the impairment of goodwill.

Operating Income (Loss). Operating loss was \$3,474 million in fiscal 2009 as compared to operating income of \$1,663 million in fiscal 2008. Fiscal 2009 results included goodwill impairment charges, restructuring and other charges, and pre-Separation litigation charges of \$3,547 million, \$373 million, and \$144 million, respectively. In addition, fiscal 2009 results included a net loss of approximately \$50 million primarily associated with economic hedges of certain anticipated future transaction and resulting primarily from the devaluation of certain eastern European currencies. In fiscal 2008, operating income included restructuring and other charges of \$228 million, goodwill impairment charges of \$103 million, a gain on the sale of real estate of \$36 million, and pre-Separation litigation charges of \$22 million. Excluding these items, the decreases in operating income resulted from lower sales levels and unfavorable absorption of manufacturing costs associated with reduced production levels and the focus on reducing inventories, which were partially offset by cost reduction programs.

Operating income was \$1,663 million, or 11.6% of net sales, in fiscal 2008 as compared to \$655 million, or 5.2% of net sales, in fiscal 2007. As discussed above, fiscal 2008 results included restructuring and other charges of \$228 million, goodwill impairment charges of \$103 million, a gain on the sale of real estate of \$36 million, and pre-Separation litigation charges of \$22 million. Fiscal 2007 results included \$887 million of allocated pre-Separation litigation charges, \$97 million of restructuring related and other charges, \$44 million of separation costs, and \$41 million of costs related to building separate company functions. Excluding these items, higher sales levels in fiscal 2008 drove the increases in operating income. The increase as a percentage of net sales resulted from increased operating margin in our Undersea Telecommunications segment, primarily due to sales volume leverage of our overhead structure.

Results of Operations by Segment

Electronic Components

	Fiscal		
	2009	2008	2007
		(\$ in millions)	
Net sales	\$ 5,961	\$ 9,277	\$ 8,531
Operating income (loss)	\$ (3,716)	\$ 978	\$ 1,063
Operating margin	NM ⁽¹⁾	10.5%	12.5%

(1) Not meaningful.

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The following table sets forth Electronic Components' percentage of total net sales by primary industry end market⁽¹⁾:

	Fiscal		
	2009	2008	2007
Automotive	46%	48%	47%
Computer	11	11	12
Communications	11	10	10
Appliance	6	6	6
Industrial	5	5	5
Consumer Electronics	2	2	2
Other	19	18	18
Total	100%	100%	100%

(1)

Industry end market information about net sales is presented consistently with our internal management reporting and may be periodically revised as management deems necessary.

The following table provides an analysis of the change in Electronic Components' net sales compared to the prior fiscal year by primary industry end market⁽¹⁾:

	Fiscal											
	2009						2008					
	Change in Net Sales versus Prior Fiscal Year						Change in Net Sales versus Prior Fiscal Year					
	Organic ⁽²⁾	Translation ⁽³⁾	Divestiture	Total	Organic ⁽²⁾	Translation ⁽³⁾	Divestiture	Total	Organic ⁽²⁾	Translation ⁽³⁾	Divestiture	Total
(\$ in millions)												
Automotive	\$ (1,471)	(33.1)%	\$ (227)	\$ —	\$ (1,698)	(38.2)%	\$ 107	2.7%	\$ 365	\$ —	\$ 472	11.8%
Computer	(350)	(35.9)	2	(3)	(351)	(36.0)	(62)	(6.0)	31	(2)	(33)	(3.3)
Communications	(258)	(26.4)	18	(74)	(314)	(32.1)	96	12.0	35	22	153	18.8
Appliance	(156)	(29.1)	(12)	—	(168)	(31.4)	(11)	(2.0)	35	—	24	4.8
Industrial	(181)	(35.2)	(23)	2	(202)	(39.4)	72	18.5	41	—	113	28.7
Consumer Electronics	(53)	(27.7)	2	(8)	(59)	(31.1)	(11)	(4.9)	4	4	(3)	(1.5)
Other	(467)	(28.2)	(47)	(10)	(524)	(31.9)	(70)	(4.2)	82	8	20	1.2
Total	\$ (2,936)	(31.7)%	\$ (287)	\$ (93)	\$ (3,316)	(35.7)%	\$ 121	1.4%	\$ 593	\$ 32	\$ 746	8.7%

(1)

Industry end market information about net sales is presented consistently with our internal management reporting and may be periodically revised as management deems necessary.

(2)

Represents the change in net sales resulting from volume and price changes, before consideration of acquisitions, divestitures, and the impact of changes in foreign currency exchange rates.

(3)

Represents the change in net sales resulting from changes in foreign currency exchange rates.

Fiscal 2009 Compared to Fiscal 2008

In fiscal 2009 Electronic Components' net sales decreased \$3,316 million, or 35.7%, to \$5,961 million from \$9,277 million in fiscal 2008. The weakening of certain foreign currencies negatively affected net sales by \$287 million, or 3.1%, in fiscal 2009 as compared to fiscal 2008. Organic net sales decreased by \$2,936 million, or 31.7%, in fiscal 2009 primarily due to declines in volume in all of the end markets we serve.

Electronic Components organic net sales decreased 33.1% in the automotive market in fiscal 2009 as compared to fiscal 2008. The decrease was broad-based and resulted from declines of 36.8% in North America region, 36.9% in the EMEA region, and 25.6% in the Asia-Pacific region that were driven by reductions in production by automotive manufacturers as well as inventory reductions throughout the automotive supply chain. Our organic net sales decline of 35.9% in the computer

market in fiscal 2009 as compared to fiscal 2008 was attributable to general market weakness, inventory corrections in the supply chain, and reductions in market share related to our strategy to improve margins by exiting certain low-margin portions of this market. In the communications market, our organic net sales decline of 26.4% in fiscal 2009 as compared to fiscal 2008 was driven by declines of 25.9% and 27.4% in our sales of interconnect components to communication equipment manufacturers and mobile phone manufacturers, respectively. In the appliance market, our organic net sales decreased 29.1% in fiscal 2009 as compared to fiscal 2008 due to reduced consumer demand, weak housing starts, and retailer inventory reductions. In fiscal 2009, our organic net sales decreased 35.2% in the industrial market as compared to fiscal 2008 primarily as a result of reduced demand for factory automation and other industrial equipment due to declines in capital investments by our customers.

Electronic Components had an operating loss of \$3,716 million in fiscal 2009 as compared to income of \$978 million in fiscal 2008. As discussed above, segment results included goodwill impairment charges of \$3,435 million and \$103 million in fiscal 2009 and fiscal 2008, respectively. Also, segment results included a \$36 million gain on the sale of real estate in fiscal 2008. Excluding these items, the remaining decrease in fiscal 2009 as compared to fiscal 2008 resulted from the sales decline and unfavorable absorption of manufacturing costs associated with reduced production levels and inventory reductions, partially offset by cost savings from restructuring actions. In addition, fiscal 2009 segment results were negatively impacted by an increase in restructuring and other charges of \$80 million and a net foreign currency loss of approximately \$50 million primarily associated with economic hedges of certain anticipated future transactions and resulting primarily from the devaluation of certain eastern European currencies.

Fiscal 2008 Compared to Fiscal 2007

In fiscal 2008, Electronic Components' net sales increased \$746 million, or 8.7%, to \$9,277 million from \$8,531 million in fiscal 2007. The strengthening of certain foreign currencies favorably affected net sales by \$593 million, or 6.9%, in fiscal 2008 as compared to fiscal 2007. Organic net sales growth of \$121 million, or 1.4%, in fiscal 2008 resulted from increases in volume partially offset by price erosion.

Electronic Components' organic net sales growth by industry end market was strongest in the industrial and communications markets in fiscal 2008. Our organic net sales growth of 18.5% in the industrial market in fiscal 2008 over fiscal 2007 was due to global demand for products in the solar market and investment in industrial equipment for emerging markets. In the communications market, our organic net sales growth of 12.0% in fiscal 2008 as compared to fiscal 2007 was primarily due to 30.3% growth in our sales of interconnect components to mobile phone manufacturers resulting from our strategic efforts to increase our market share as well as end market unit growth. In the automotive market, our organic net sales growth of 2.7% in fiscal 2008 over fiscal 2007 resulted from growth in the Asia-Pacific region of 12.4% and the EMEA region of 3.7% partially offset by a 16.1% decline in the North America region that was driven by continued reductions in production by automotive manufacturers. In the computer market, our organic net sales decline of 6.0% in fiscal 2008 as compared to fiscal 2007 resulted from a strategic decision to exit certain low-margin products, which negatively impacted net sales by approximately \$57 million, and to be more selective in the new projects in which we participate.

Electronic Components' operating income decreased \$85 million, or 8.0%, to \$978 million in fiscal 2008 from \$1,063 million in fiscal 2007. In fiscal 2008, segment results included goodwill impairment charges of \$103 million and a gain on the sale of real estate of \$36 million. In addition, Electronic Components incurred \$28 million of costs in fiscal 2007 that related to our Separation from Tyco International. Excluding these items, higher sales were partially offset by higher raw material costs as well as an increase in restructuring costs of \$146 million in fiscal 2008 over fiscal 2007.

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Network Solutions

	Fiscal		
	2009	2008	2007
	(\$ in millions)		
Net sales	\$ 1,719	\$ 2,162	\$ 1,897
Operating income	\$ 133	\$ 251	\$ 229
Operating margin	7.7%	11.6%	12.1%

The following table sets forth Network Solutions' percentage of total net sales by primary industry end market⁽¹⁾:

	Fiscal		
	2009	2008	2007
Energy	47%	45%	44%
Service Providers	28	29	30
Enterprise Networks	24	25	25
Other	1	1	1
Total	100%	100%	100%

(1)

Industry end market information about net sales is presented consistently with our internal management reporting and may be periodically revised as management deems necessary.

The following table provides an analysis of the change in Network Solutions' net sales compared to the prior fiscal year by primary industry end market⁽¹⁾:

	Fiscal									
	2009				2008					
	Change in Net Sales versus Prior Fiscal Year				Change in Net Sales versus Prior Fiscal Year					
	Organic ⁽²⁾	Translation ⁽³⁾	Total	Organic ⁽²⁾	Translation ⁽³⁾	Total	Organic ⁽²⁾	Translation ⁽³⁾	Total	
	(\$ in millions)									
Energy	\$ (88)	(9.0)%	\$ (89)	\$(177)	(18.1)%	\$ 50	6.0%	\$ 76	\$126	15.0%
Service Providers	(76)	(12.3)	(53)	(129)	(20.9)	20	3.5	41	61	10.8
Enterprise Networks	(105)	(19.1)	(35)	(140)	(25.5)	51	10.6	37	88	18.4
Other	(1)	(5.7)	4	3	16.7	(4)	(28.6)	(6)	(10)	(58.8)
Total	\$(270)	(12.5)%	\$ (173)	\$(443)	(20.5)%	\$117	6.1%	\$ 148	\$265	14.0%

(1)

Industry end market information about net sales is presented consistently with our internal management reporting and may be periodically revised as management deems necessary.

(2)

Represents the change in net sales resulting from volume and price changes, before consideration of acquisitions, divestitures, and the impact of changes in foreign currency exchange rates.

(3)

Represents the percentage change in net sales resulting from changes in foreign currency exchange rates.

Fiscal 2009 Compared to Fiscal 2008

Network Solutions' net sales decreased \$443 million, or 20.5%, to \$1,719 million in fiscal 2009 from \$2,162 million in fiscal 2008. The weakening of certain foreign currencies negatively affected net sales by \$173 million, or 8.0%, in fiscal 2009 over fiscal 2008. Organic net sales decreased \$270 million, or 12.5%, in fiscal 2009 over fiscal 2008.

Our organic net sales decreased 9.0% in the energy industry end market in fiscal 2009 as compared to fiscal 2008 primarily due to declines in Europe. Sales in Europe were negatively impacted by slower investment levels by utilities and reduced customer inventory levels. In the service providers market, our organic net sales decrease of 12.3% in fiscal 2009 as compared to fiscal 2008 was largely

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due to a general slowing of capital spending by telecommunications companies. Our organic sales in the enterprise networks market decreased 19.1% in fiscal 2009 as compared to fiscal 2008 as a result of global declines in commercial construction and delayed investment in network upgrades.

Network Solutions' operating income decreased \$118 million, or 47.0%, to \$133 million in fiscal 2009 from \$251 million in fiscal 2008. The decrease was the result of decreased sales, unfavorable absorption of manufacturing costs associated with reduced production levels and our targeted inventory reductions, and an increase in restructuring and other charges of \$34 million in fiscal 2009 as compared to fiscal 2008.

Fiscal 2008 Compared to Fiscal 2007

Network Solutions' net sales increased \$265 million, or 14.0%, to \$2,162 million in fiscal 2008 from \$1,897 million in fiscal 2007. The strengthening of certain foreign currencies favorably affected net sales by \$148 million, or 7.9%, in fiscal 2008 over fiscal 2007. Organic net sales growth was \$117 million, or 6.1%, in fiscal 2008 over fiscal 2007.

On an organic basis, Network Solutions' net sales growth was strongest in the enterprise networks industry end market in fiscal 2008 over fiscal 2007 with growth of 10.6% attributable to strong global demand for faster, higher capacity, and more secure networks. In the energy market, our organic net sales growth of 6.0% in fiscal 2008 as compared to fiscal 2007 was attributable to solid growth in EMEA, Asia, and North America. In western Europe and North America, growth resulted from the upgrade of aging power grids and the demand for alternate energy sources. In emerging markets within Asia and eastern Europe, growth was due to the build-out of energy infrastructure. In the service providers market, our organic net sales growth of 3.5% in fiscal 2008 over fiscal 2007 reflects increased spending levels at certain U.S. telecommunications carriers that more than offset declines in EMEA.

Network Solutions' operating income increased \$22 million, or 9.6%, to \$251 million in fiscal 2008 from \$229 million in fiscal 2007. The operating income increase resulted from increases in volume and a decrease in restructuring costs of \$14 million partially offset by a lower margin product mix and lower productivity levels in fiscal 2008 as compared to fiscal 2007. In addition, Network Solutions incurred \$5 million of costs in fiscal 2007 that related to our Separation from Tyco International.

Specialty Products

	Fiscal		
	2009	2008	2007
	(\$ in millions)		
Net sales	\$ 1,415	\$ 1,769	\$ 1,581
Operating income	\$ 34	\$ 296	\$ 258
Operating margin	2.4%	16.7%	16.3%

The following table sets forth Specialty Products' percentage of total net sales by primary industry end market⁽¹⁾:

	Fiscal		
	2009	2008	2007
Aerospace, Defense, and Marine	44%	42%	41%
Touch Systems	24	25	25
Medical	17	16	16
Circuit Protection	15	17	18
Total	100%	100%	100%

(1) Industry end market information about net sales is presented consistently with our internal management reporting and may be periodically revised as management deems necessary.

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The following table provides an analysis of the change in Specialty Products' net sales compared to the prior fiscal year by primary industry end market⁽¹⁾:

	Fiscal										
	2009					2008					
	Change in Net Sales versus Prior Fiscal Year					Change in Net Sales versus Prior Fiscal Year					
	Organic ⁽²⁾	Translation ⁽³⁾	Total			Organic ⁽²⁾	Translation ⁽³⁾	Total			
	(\$ in millions)										
Aerospace, Defense, and Marine	\$ (104)	(14.0)%	\$ (18)	\$ (122)	(16.4)%	\$ 65	9.9%	\$ 28	\$ 93	14.3%	
Touch Systems	(106)	(23.7)	(10)	(116)	(26.0)	33	8.5	23	56	14.4	
Medical	(23)	(8.6)	(2)	(25)	(9.3)	3	1.0	8	11	4.2	
Circuit Protection	(99)	(32.1)	8	(91)	(29.5)	6	2.3	22	28	10.0	
Total	\$ (332)	(18.8)%	\$ (22)	\$ (354)	(20.0)%	\$ 107	6.7%	\$ 81	\$ 188	11.9%	

- (1) Industry end market information about net sales is presented consistently with our internal management reporting and may be periodically revised as management deems necessary.
- (2) Represents the change in net sales resulting from volume and price changes, before consideration of acquisitions, divestitures, and the impact of changes in foreign currency exchange rates.
- (3) Represents the percentage change in net sales resulting from changes in foreign currency exchange rates.

Fiscal 2009 Compared to Fiscal 2008

In fiscal 2009, Specialty Products' net sales decreased \$354 million, or 20.0%, to \$1,415 million from \$1,769 million in fiscal 2008. The weakening of certain foreign currencies negatively affected net sales by \$22 million, or 1.2%, in fiscal 2009 as compared to fiscal 2008. Organic net sales decreased \$332 million, or 18.8%, in fiscal 2009 as compared to fiscal 2008.

Our organic net sales declined 14.0% in the aerospace, defense, and marine market in fiscal 2009 as compared to fiscal 2008 as a result of slowing demand for commercial aircraft and inventory corrections in the supply chain. In the touch systems market, our organic net sales decreased 23.7% in fiscal 2009 from fiscal 2008 due to global weakness in demand from the retail market. In the medical market, our organic net sales decrease of 8.6% in fiscal 2009 as compared to fiscal 2008 was due to inventory corrections in the supply chain and delayed capital spending by most healthcare providers. On an organic basis, our net sales decline of 32.1% in the circuit protection market in fiscal 2009 as compared to fiscal 2008 was due to reduced original equipment manufacturer production levels as well as significant inventory corrections in the supply chain.

Specialty Products' operating results decreased \$262 million to \$34 million in fiscal 2009 from \$296 million in fiscal 2008. As discussed above, segment results included a goodwill impairment charge of \$112 million in fiscal 2009. The remaining decrease in operating results was due to lower sales, unfavorable absorption of manufacturing costs associated with reduced production levels and our targeted inventory reductions, and an increase in restructuring and other charges of \$28 million in fiscal 2009 as compared to fiscal 2008.

Fiscal 2008 Compared to Fiscal 2007

In fiscal 2008, Specialty Products' net sales increased \$188 million, or 11.9%, to \$1,769 million from \$1,581 million in fiscal 2007. The strengthening of certain foreign currencies favorably affected net sales by \$81 million, or 5.2%, in fiscal 2008 over fiscal 2007. Organic net sales growth of \$107 million, or 6.7%, in fiscal 2008 over fiscal 2007 primarily related to sales of products to the aerospace, defense, and marine and touch systems markets.

In the aerospace, defense, and marine market, our organic net sales growth of 9.9% in fiscal 2008 as compared to fiscal 2007 was primarily attributable to strong demand in the commercial aviation

market and spending for certain defense programs. Our organic net sales in the touch systems market increased 8.5% in fiscal 2008 as compared to fiscal 2007 largely due to the growing use of touch screen interfaces in numerous markets, particularly in the retail, gaming, medical, and industrial markets. In the circuit protection market, our organic net sales growth slowed to 2.3% in fiscal 2008 as compared to fiscal 2007 as a result of slowing growth in demand in the lithium-ion battery market for much of fiscal 2008 and the supply chain inventory correction in this market in late fiscal 2008. In the medical market, our organic net sales increase of 1.0% in fiscal 2008 as compared to fiscal 2007 reflected higher demand in surgical and imaging applications that was largely offset by the exit of certain low margin business in patient monitoring applications.

Specialty Products' operating results increased \$38 million to \$296 million in fiscal 2008 from \$258 million in fiscal 2007. The operating income increase resulted from increases in volume and a higher margin product mix in fiscal 2008 as compared to fiscal 2007. These increases were partially offset by an increase in research, development, and engineering of \$16 million. In addition, Specialty Products incurred \$8 million of costs in fiscal 2008 related to a customs settlement. In fiscal 2007, Specialty Products also incurred \$7 million of costs that related to our Separation from Tyco International.

Undersea Telecommunications

	Fiscal		
	2009	2008	2007
	(\$ in millions)		
Net sales	\$ 1,161	\$ 1,165	\$ 565
Operating income	\$ 219	\$ 160	\$ 36
Operating margin	18.9%	13.7%	6.4%

Fiscal 2009 Compared to Fiscal 2008

In fiscal 2009, Undersea Telecommunications' net sales decreased \$4 million, or 0.3%, to \$1,161 million from \$1,165 million in fiscal 2008. Undersea Telecommunications' organic net sales decreased 0.4% in fiscal 2009 as compared to fiscal 2008 as revenue from existing and new projects offset the reduction caused by the completion, in fiscal 2008, of a transoceanic system that connects U.S. and China.

In fiscal 2009, Undersea Telecommunications' operating income increased \$59 million to \$219 million from \$160 million in fiscal 2008. The decrease in income from the transoceanic system and an increase in restructuring and other charges of \$3 million were more than offset by income from existing and new projects and favorable project mix in fiscal 2009 as compared to fiscal 2008.

Fiscal 2008 Compared to Fiscal 2007

In fiscal 2008, Undersea Telecommunications' net sales increased \$600 million, or 106.2%, to \$1,165 million from \$565 million in fiscal 2007. This growth was attributable to our execution of the construction of a transoceanic system that connects the U.S. and China, as well as several other projects, including large projects in Asia, Africa, North America, and Europe.

In fiscal 2008, Undersea Telecommunications' operating income increased \$124 million to \$160 million from \$36 million in fiscal 2007 as a result of increased volumes and improved operating leverage. Segment results included \$1 million of costs in fiscal 2007 that related to our Separation from Tyco International.

Non-Operating Items

Interest Expense, Net

Net interest expense was \$148 million in fiscal 2009 as compared to \$158 million in fiscal 2008 and \$179 million in fiscal 2007. The decrease of \$10 million, or 6.3%, in fiscal 2009 from fiscal 2008 as well as the decrease of \$21 million, or 11.7%, in fiscal 2008 from fiscal 2007 was driven by lower average debt levels resulting in lower interest expense partially offset by lower interest income.

A portion of Tyco International's net interest expense was allocated to us through June 1, 2007. During fiscal 2007, we were allocated net interest expense of \$130 million, which included the impact of Tyco International's interest rate swaps. Management believes the net interest expense allocation basis was reasonable; however, these amounts may not be indicative of the actual amounts that we would have incurred had we been operating as an independent, publicly-traded company for the period prior to Separation.

Other Income (Expense), Net

In fiscal 2009, we recorded net other expense of \$48 million, consisting of \$68 million of expense pursuant to the Tax Sharing Agreement with Tyco International and Covidien, a \$22 million gain on the retirement of debt, and \$2 million of unrealized losses on rabbi trust assets. The \$68 million of expense is attributable to a net reduction of an indemnification asset primarily as a result of the settlement of various matters with the IRS. See Note 15 to the Consolidated and Combined Financial Statements for further information regarding the Tax Sharing Agreement. See Note 11 to the Consolidated and Combined Financial Statements for additional information regarding the gain on retirement of debt.

In fiscal 2008, we recorded other income of \$567 million, pursuant to the Tax Sharing Agreement with Tyco International and Covidien, of which \$545 million related to certain incremental tax liabilities recorded in connection with the adoption of the uncertain tax position provisions of Accounting Standards Codification ("ASC") 740 (Income Taxes). See Note 18 to the Consolidated and Combined Financial Statements for additional information regarding the adoption of the uncertain tax position provisions of ASC 740.

Net other expense of \$219 million in fiscal 2007 includes an allocation from Tyco International of \$232 million for loss on retirement of debt. See Note 11 to the Consolidated and Combined Financial Statements for additional information. Additionally, in fiscal 2007, we recorded other income of \$13 million pursuant to the Tax Sharing Agreement with Tyco International and Covidien.

Income Taxes

Our operations are conducted through our various subsidiaries in a number of countries throughout the world. We have provided for income taxes based upon the tax laws and rates in the countries in which our operations are conducted and income and loss from operations is subject to taxation. In fiscal 2009, we changed our place of incorporation from Bermuda to Switzerland. We do not expect the change to materially impact our tax provision or cash tax burden.

Our effective tax rate was 15.7% for fiscal 2009 and includes the effects of the \$3,547 million pre-tax impairment of goodwill for which a partial tax benefit of \$523 million was recorded, a \$28 million charge related to the settlement of a tax matter, a \$144 million pre-tax charge related to pre-Separation securities litigation for which a partial tax benefit of \$25 million was recorded, and a \$24 million detriment related to a \$68 million pre-tax expense recognized pursuant to our Tax Sharing Agreement with Tyco International and Covidien. Additionally, the effective tax rate for fiscal 2009 reflects adjustments related to prior years tax returns, including a \$49 million tax benefit.

Our effective income tax rate was 26.1% for fiscal 2008 and includes a benefit of \$198 million primarily related to the pre-tax income of \$545 million recognized in connection with our adoption of the uncertain tax position provisions of ASC 740, for which no tax was provided. The effective tax rate

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was also impacted by increased accruals in fiscal 2008 of interest related to uncertain tax positions partially offset by a \$42 million benefit associated with a favorable settlement with a taxing authority for certain pre-Separation tax issues. In addition, the effective tax rate for fiscal 2008 reflects the benefits of increased profitability in operations in lower tax rate jurisdictions, a \$33 million benefit related to adjustments to tax account balances, a \$25 million increase in the valuation allowance related to restructuring charges, and a \$22 million tax detriment recorded in connection with the goodwill impairment charge for which a tax benefit was not fully realized.

Our effective tax rate for fiscal 2007 includes the effects of the pre-tax charges recorded in connection with the allocated class action settlement and loss on retirement of debt for which no tax benefits were recorded. These impacts on the effective tax rate in fiscal 2007 were \$312 million and \$81 million, respectively. In addition, the fiscal 2007 effective tax rate reflects tax detriments related to increased borrowings in order to fund the class action settlement escrow and our Separation from Tyco International.

The valuation allowance for deferred tax assets of \$2,487 million and \$873 million at fiscal year end 2009 and 2008, respectively, relates principally to the uncertainty of the utilization of certain deferred tax assets, primarily tax loss, capital loss, and credit carryforwards in various jurisdictions. We believe that we will generate sufficient future taxable income to realize the tax benefits related to the remaining net deferred tax assets on our Consolidated Balance Sheet. The valuation allowance was calculated in accordance with the provisions of ASC 740 which require that a valuation allowance be established or maintained when it is more likely than not that all or a portion of deferred tax assets will not be realized.

The calculation of our tax liabilities includes estimates for uncertainties in the application of complex tax regulations across multiple global jurisdictions where we conduct our operations. Under the uncertain tax position provisions of ASC 740, we recognize liabilities for tax as well as related interest for issues in the U.S. and other tax jurisdictions based on our estimate of whether, and the extent to which, additional taxes and related interest will be due. These tax liabilities and related interest are reflected net of the impact of related tax loss carryforwards as such tax loss carryforwards will be applied against these tax liabilities and will reduce the amount of cash tax payments due upon the eventual settlement with the tax authorities. These estimates may change due to changing facts and circumstances; however, due to the complexity of these uncertainties, the ultimate resolution may result in a settlement that differs from our current estimate of the tax liabilities and related interest. Further, management has reviewed with tax counsel the issues raised by certain taxing authorities and the adequacy of these recorded amounts. If our current estimate of tax and interest liabilities is less than the ultimate settlement, an additional charge to income tax expense may result. If our current estimate of tax and interest liabilities is more than the ultimate settlement, income tax benefits may be recognized. Substantially all of these tax liabilities and related interest are recorded in income taxes on the Consolidated Balance Sheet as payment is not expected within one year.

We have provided income taxes for earnings that are currently distributed as well as the taxes associated with several subsidiaries' earnings that are expected to be distributed in fiscal 2010. No additional provision has been made for U.S. or non-U.S. income taxes on the undistributed earnings of subsidiaries or for unrecognized deferred tax liabilities for temporary differences related to basis differences in investments in subsidiaries, as such earnings are expected to be permanently reinvested, the investments are essentially permanent in duration, or we have concluded that no additional tax liability will arise as a result of the distribution of such earnings. As of September 25, 2009, certain subsidiaries had approximately \$14 billion of undistributed earnings that we intend to permanently reinvest. A liability could arise if our intentions to permanently reinvest such earnings were to change and amounts are distributed by such subsidiaries or if such subsidiaries are ultimately disposed. It is not practicable to estimate the additional income taxes related to permanently reinvested earnings or the basis differences related to investments in subsidiaries.

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Income (Loss) from Discontinued Operations, Net of Income Taxes

Loss from discontinued operations was \$156 million in fiscal 2009 compared to income from discontinued operations of \$255 million in fiscal 2008. In fiscal 2007, loss from discontinued operations was \$340 million.

During fiscal 2009, we entered into a definitive agreement to sell our Wireless Systems business. In May 2009, we completed the sale for \$664 million in net cash proceeds and recognized a pre-tax gain of \$59 million on this transaction.

Pre-tax loss from discontinued operations for fiscal 2009 included pre-tax charges of \$111 million related to the Wireless Systems business's contract with the State of New York. See Note 15 to the Consolidated and Combined Financial Statements for additional information regarding the State of New York contract. The income tax provision on discontinued operations for fiscal 2009 included \$68 million relating to the impact of \$319 million of goodwill written off in connection with the divestiture of the Wireless Systems business, for which a tax benefit was not fully realized, as well as \$35 million of adjustments to the estimated tax provision on the Power Systems business as a result of the finalization of the tax basis of assets sold upon the filing of the fiscal 2008 income tax returns.

In September 2008, we completed the sale of the Radio Frequency Components and Subsystem business for net cash proceeds of \$427 million and recorded a \$184 million pre-tax gain on the sale. In September 2008, we also completed the sale of the Automotive Radar Sensors business for net cash proceeds of \$42 million and recorded a \$31 million pre-tax gain on the sale. In fiscal 2009, we recorded an additional pre-tax gain on sale of \$4 million in connection with the finalization of working capital adjustments relating to the sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses. The total pre-tax gain on the sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses was \$187 million and \$32 million, respectively. Also during fiscal 2009, we received additional cash proceeds related to working capital of \$29 million in connection with the fiscal 2008 sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses.

During fiscal 2008, we completed the sale of our Power Systems business for \$102 million in net cash proceeds and recorded a \$51 million pre-tax gain on the sale.

During fiscal 2007, the divestiture of our Power Systems business was authorized, and in connection with the approval, we recorded a \$585 million pre-tax impairment charge. Also, in fiscal 2007, we completed the sale of the Printed Circuit Group business for \$227 million in net cash proceeds and recorded a \$45 million pre-tax gain on the sale.

See Note 5 to the Consolidated and Combined Financial Statements for additional information regarding discontinued operations.

Liquidity and Capital Resources

The following table summarizes our cash flows from operating, investing, and financing activities, as reflected on the Consolidated and Combined Statements of Cash Flows, for fiscal 2009, 2008, and 2007:

	Fiscal		
	2009	2008	2007
	(in millions)		
Net cash provided by (used in) operating activities	\$ 1,329	\$ 989	\$ 1,525
Net cash provided by (used in) investing activities	391	895	(1,528)
Net cash provided by (used in) financing activities	(1,254)	(1,739)	431
Effect of currency translation on cash	(31)	1	46
Net increase (decrease) in cash and cash equivalents	\$ 435	\$ 146	\$ 474

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Our ability to fund our future capital needs will be affected by our ability to continue to generate cash from operations and our ability to access the capital markets, money markets, or other sources of financing, as well as the capacity and terms of our financing arrangements. We believe that cash generated from operations and, to the extent necessary, these other sources of potential funding are sufficient to meet our anticipated capital needs for the foreseeable future. Also, we may use excess capital to reduce our outstanding debt levels, including the possible repurchase of our public debt in accordance with applicable law, and purchase a portion of our outstanding common shares pursuant to our authorized share repurchase program. Current economic conditions have negatively impacted cash generated from operations; however, we continue to believe that actions taken by management to reduce costs and working capital, along with other sources of liquidity, will enable us to meet our future capital needs. There can be no assurance, however, that the cost or availability of future financing will not be impacted by continued financial market instability. We will continue to monitor financial markets, to respond as necessary to changing conditions.

Cash Flows from Operating Activities

The following table summarizes the sources and uses of our cash flows from operating activities for fiscal 2009, 2008, and 2007:

	Fiscal		
	2009	2008	2007
	(in millions)		
Operating income (loss)	\$ (3,474)	\$ 1,663	\$ 655
Impairment of goodwill	3,547	103	—
Class action settlement	—	(936)	887
Non-cash restructuring and other charges, net	49	81	23
Depreciation and amortization	515	539	496
Deferred income taxes	(583)	164	144
Provisions for losses on accounts receivable and inventory	74	42	74
Other, net	67	37	(18)
Income tax advance payment	—	—	(163)
Changes in assets and liabilities, net:			
Accounts receivable, net	651	(107)	(97)
Inventories	638	(221)	(76)
Accounts payable	(420)	41	79
Other	(114)	214	87
Interest income	17	32	53
Interest expense	(165)	(190)	(232)
Income tax (expense) benefit	576	(540)	(465)
Net cash provided by (used in) continuing operating activities	1,378	922	1,447
Net cash provided by (used in) discontinued operating activities	(49)	67	78
Net cash provided by (used in) operating activities	\$ 1,329	\$ 989	\$ 1,525

Net cash provided by continuing operating activities was \$1,378 million in fiscal 2009 as compared to \$922 million in fiscal 2008 and \$1,447 million in fiscal 2007.

The finalization of the class action settlement in February 2008 negatively impacted cash flows from operating activities during 2008. It resulted in a decrease to cash flows from operating activities and an increase to cash flows from investing activities of \$936 million. It did not affect the cash balance on the Consolidated Balance Sheet because we had fully funded our portion of the class action settlement into an escrow account intended to be used to settle the liability during fiscal 2007. Related net class action settlement costs of \$887 million were recognized in fiscal 2007.

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Excluding the class action settlement, net cash provided by continuing operating activities was lower in fiscal 2009 as compared to fiscal 2008 primarily due to lower income levels partially offset by working capital improvements. Inventory levels decreased in the current year, with days on hand decreasing from 78 at fiscal year end 2008 to 68 at fiscal year end 2009.

The amount of pension and postretirement benefit contributions reflected in fiscal 2009, 2008, and 2007, were \$145 million, \$77 million, and \$71 million, respectively. These amounts included voluntary pension contributions of \$61 million in fiscal 2009. We expect pension contributions to be \$85 million in fiscal 2010, before consideration of voluntary contributions.

The amount of income taxes paid, net of refunds, during fiscal 2009, 2008, and 2007, was \$121 million, \$359 million, \$446 million, respectively. The decrease in fiscal 2009 reflects lower taxable earnings levels. The amount of income taxes paid, net of refunds, during fiscal 2007 included a \$163 million advance payment to the IRS for pre-Separation tax liabilities.

Cash Flows from Investing Activities

The following table summarizes the sources and uses of our cash flows from investing activities for fiscal 2009, 2008, and 2007:

	Fiscal		
	2009	2008	2007
	(in millions)		
Capital expenditures	\$ (328)	\$ (610)	\$ (863)
Proceeds from sale of property, plant, and equipment	13	42	41
Class action settlement escrow	—	936	(928)
Proceeds from divestiture of discontinued operations, net of cash retained by operations sold	693	571	227
Proceeds from divestiture of businesses, net of cash retained by businesses sold	17	—	—
Other	(1)	(29)	(3)
Net cash provided by (used in) continuing investing activities	394	910	(1,526)
Net cash provided by (used in) discontinued investing activities	(3)	(15)	(2)
Net cash provided by (used in) investing activities	\$ 391	\$ 895	\$ (1,528)

We continue to fund capital expenditures to support new programs and to invest in machinery and our manufacturing facilities to further enhance productivity and manufacturing capabilities. Capital spending decreased \$282 million in fiscal 2009 to \$328 million as compared to \$610 million in fiscal 2008. We expect fiscal 2010 capital spending levels to be approximately \$425 million. During fiscal 2007, we exercised our option to buy five cable-laying sea vessels that were previously leased to us and used by the Undersea Telecommunications segment at a cost of \$280 million, which was reflected as a capital expenditure.

In fiscal 2009, we received net cash proceeds of \$664 million related to the sale of our Wireless Systems business. Also, in fiscal 2009, we received additional cash proceeds related to working capital of \$29 million in connection with the sale of the Radio Frequency Components and Subsystems and Automotive Radar Sensors businesses which occurred in fiscal 2008 and \$17 million primarily related to the divestiture of the Battery Systems business.

In fiscal 2008, we received net cash proceeds of \$102 million, \$427 million, and \$42 million related to the sale of the Power Systems, Radio Frequency Components and Subsystem, and Automotive Radar Sensors businesses, respectively.

In fiscal 2007, we received \$227 million in net cash proceeds related to the sale of the Printed Circuit Group business.

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As discussed above, during fiscal 2007, we funded our portion of the class action settlement escrow for \$928 million. The finalization of the class action settlement in fiscal 2008 resulted in an increase to cash flows from investing activities of \$936 million, but did not affect the cash balance on the Consolidated Balance Sheet.

Cash Flows from Financing Activities and Capitalization

The following table summarizes the sources and uses of our cash flows from financing activities for fiscal 2009, 2008, and 2007:

	Fiscal		
	2009	2008	2007
	(in millions)		
Net (decrease) increase in commercial paper	\$ (649)	\$ 630	\$ —
Proceeds from long-term debt	448	900	5,676
Repayment of long-term debt	(602)	(1,751)	(2,455)
Allocated debt activity	—	—	(3,743)
Net transactions with former parent	—	—	1,112
Repurchase of common shares	(152)	(1,242)	—
Payment of common share dividends and cash distributions to shareholders	(294)	(271)	—
Other	(61)	47	(86)
Net cash provided by (used in) continuing financing activities	(1,310)	(1,687)	504
Net cash provided by (used in) discontinued financing activities	56	(52)	(73)
Net cash provided by (used in) financing activities	\$ (1,254)	\$ (1,739)	\$ 431

Total debt at fiscal year end 2009 and 2008 was \$2,417 million and \$3,181 million, respectively. See Note 11 to the Consolidated and Combined Financial Statements for additional information regarding debt.

During June 2009, Tyco Electronics Group S.A. ("TEGSA"), our wholly-owned subsidiary, commenced a tender offer to purchase up to \$150 million principal amount of its 6.00% senior notes due 2012, up to \$100 million principal amount of its 6.55% senior notes due 2017, and up to \$100 million principal amount of its 7.125% senior notes due 2037. On July 7, 2009, the tender offer expired and on July 9, 2009, TEGSA purchased and cancelled \$86 million principal amount of its 6.00% senior notes due 2012, \$42 million principal amount of its 6.55% senior notes due 2017, and \$23 million principal amount of its 7.125% senior notes due 2037 for an aggregate payment of \$141 million, plus paid accrued interest through July 7, 2009 of \$3 million to the sellers of the notes. As a result of the transaction, in fiscal 2009, we recorded a pre-tax gain of \$22 million, which is included in other income, including the write-off of unamortized discounts and fees of \$1 million and the recognition of a gain of \$12 million associated with terminated interest rate swaps previously designated as fair value hedges. Additionally, as a result of the re-purchase and cancellation, unamortized losses in accumulated other comprehensive income of \$3 million related to terminated starting forward interest rate swaps designated as cash flow hedges were recognized as interest expense.

In April 2007, TEGSA entered into a five-year unsecured senior revolving credit facility ("Credit Facility"). In fiscal 2009, \$75 million of the commitment was assigned by Lehman Brothers Bank, FSB to TEGSA, reducing the total effective commitment to \$1,425 million. Borrowings under the Credit Facility bear interest, at TEGSA's option, at a base rate or the London interbank offered rate plus a margin dependent on TEGSA's credit ratings and the amount drawn under the facility. TEGSA is required to pay an annual facility fee ranging from 4.5 to 12.5 basis points depending on its credit ratings. As of fiscal year end 2009 and 2008, TEGSA had no borrowings under the Credit Facility. Borrowings under the commercial paper program are backed by the Credit Facility.

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As of fiscal year end 2008, TEGSA had \$647 million of commercial paper outstanding at an average interest rate of 4.01%. We have repaid and suspended our borrowings under the commercial paper program as a result of unfavorable market conditions in fiscal 2009.

Our Credit Facility contains a financial ratio covenant providing that if our ratio of Consolidated Total Debt (as defined in the Credit Facility) to Consolidated EBITDA (as defined in the Credit Facility) for the then most recently concluded period of four consecutive fiscal quarters exceeds 3.5 to 1.0, an Event of Default (as defined in the Credit Facility) is triggered under the Credit Facility. The Credit Facility and our other debt agreements contain other customary covenants. None of our covenants are presently considered restrictive to our operations. As of September 25, 2009, we were in compliance with all of our debt covenants and believe that we will continue to be in compliance with our existing covenants for the foreseeable future.

TEGSA's payment obligations under its senior notes, Credit Facility, commercial paper, and profit sharing notes issued by a subsidiary are fully and unconditionally guaranteed by Tyco Electronics Ltd.

Payments of common share dividends and cash distributions to shareholders were \$294 million and \$271 million in fiscal 2009 and 2008, respectively. In October 2009, our shareholders approved a cash distribution to shareholders in the form of a capital reduction to the par value of our common shares of CHF 0.17 per share for each of the first and second quarters of fiscal 2010. This capital reduction will reduce the par value of our common shares from CHF 2.43 (equivalent to \$2.24) to CHF 2.09 (equivalent to \$1.92). The distribution will be paid in U.S. Dollars at a rate of \$0.16 per share for each of the first and second quarters of fiscal 2010. Future distributions or dividends on our common shares, if any, must be approved by our shareholders. In exercising their discretion to recommend to the shareholders that such distributions or dividends be approved, our board of directors will consider our results of operations, cash requirements and surplus, financial condition, statutory requirements of applicable law, contractual restrictions, and other factors that they may deem relevant.

During fiscal 2009, we purchased approximately 6 million of our common shares for \$125 million under our share repurchase program. Also, during fiscal 2009, we settled purchases of \$27 million of our common shares which occurred prior to the end of fiscal 2008. In fiscal 2008, we repurchased approximately 37 million common shares for \$1,269 million under this program, of which \$1,242 million was paid as of September 26, 2008. No common shares were repurchased under this program in fiscal 2007. Since inception of the share repurchase program, which has a current authorization of \$2,000 million, we have purchased approximately 43 million shares for \$1,394 million.

Commitments and Contingencies

The following table provides a summary of our contractual obligations and commitments for debt, minimum lease payments obligations under non-cancelable leases, and other obligations at fiscal year end 2009.

	Payments due by fiscal year						There- after
	Total	2010	2011	2012	2013	2014	
	(in millions)						
Debt ⁽¹⁾	\$ 2,417	\$ 101	\$ 7	\$ 1	\$ 786	\$ 301	\$ 1,221
Operating leases	406	108	76	56	37	32	97
Purchase obligations ⁽²⁾	76	71	4	1	—	—	—
Total contractual cash obligations ⁽³⁾⁽⁴⁾⁽⁵⁾	2,899	\$ 280	\$ 87	\$ 58	\$ 823	\$ 333	\$ 1,318

- (1) Excludes interest.
- (2) Purchase obligations consist of commitments for purchases of goods and services.
- (3) The table above does not reflect unrecognized tax benefits of \$1,799 million and related accrued interest and penalties of \$1,215 million, the timing of which is uncertain. See Note 18 to the Consolidated and Combined Financial Statements for additional information regarding unrecognized tax benefits, interest, and penalties.
- (4) The table above does not reflect pension and postretirement benefit obligations to certain employees and former employees. We are obligated to make contributions to our pension plans and postretirement benefit plans; however, we are unable to determine the amount of plan contributions due to the inherent uncertainties of obligations of this type, including timing, interest rate charges, investment performance, and amounts of benefit payments. We expect to contribute \$85 million to pension and postretirement benefit plans in fiscal 2010, before consideration of voluntary contributions. These plans and our estimates of future contributions and benefit payments are more fully described in Note 14 to the Consolidated and Combined Financial Statements.
- (5) Other long-term liabilities of \$634 million, of which \$339 million related to our ASC 460 (Guarantees) liability, are excluded from the table above as we are unable to estimate the timing of payment for these items. See Note 12 to the Consolidated and Combined Financial Statements for more information regarding ASC 460.

Income Tax Matters

In connection with the Separation, we entered into a Tax Sharing Agreement that generally governs Covidien's, Tyco Electronics', and Tyco International's respective rights, responsibilities, and obligations after the distribution with respect to taxes, including ordinary course of business taxes and taxes, if any, incurred as a result of any failure of the distribution of all of the shares of Covidien or Tyco Electronics to qualify as a tax-free distribution for U.S. federal income tax purposes within the meaning of Section 355 of the Code or certain internal transactions undertaken in anticipation of the spin-offs to qualify for tax-favored treatment under the Code.

Pursuant to the Separation and Distribution Agreement and Tax Sharing Agreement, upon Separation, we entered into certain guarantee commitments and indemnifications with Tyco International and Covidien. Under these agreements, principally the Tax Sharing Agreement, Tyco International, Covidien, and Tyco Electronics share 27%, 42%, and 31%, respectively, of certain contingent liabilities relating to unresolved pre-Separation tax matters of Tyco International. The effect of the Tax Sharing Agreement is to indemnify us for 69% of certain liabilities settled in cash by Tyco Electronics with respect to unresolved pre-Separation tax matters. Pursuant to that indemnification, we have made similar indemnifications to Tyco International and Covidien with respect to 31% of certain liabilities settled in cash by the companies with respect to unresolved pre-Separation tax matters. If any of the companies responsible for all or a portion of such liabilities were to default in its payment of costs or expenses related to any such liability, we would be responsible for a portion of the defaulting party or parties' obligation.

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Prior to Separation, certain of our subsidiaries filed combined tax returns with Tyco International. Those and other of our income tax returns are periodically examined by various tax authorities. In connection with these examinations, tax authorities, including the IRS, have raised issues and proposed tax adjustments. Tyco International, as the U.S. income tax audit controlling party under the Tax Sharing Agreement, is reviewing and contesting certain of the proposed tax adjustments. Amounts related to these tax adjustments and other tax contingencies and related interest that management has assessed under the uncertain tax position provisions of ASC 740, which relate specifically to Tyco Electronics entities, have been recorded on the Consolidated and Combined Financial Statements. In addition, we may be required to fund portions of Covidien and Tyco International's tax obligations. Estimates about these guarantees have also been recognized on the Consolidated and Combined Financial Statements. See Note 12 to the Consolidated and Combined Financial Statements for additional information.

In prior years, in connection with the IRS audit of various fiscal years, Tyco International submitted to the IRS proposed adjustments to these prior period U.S. federal income tax returns resulting in a reduction in the taxable income previously filed. The IRS accepted substantially all of the proposed adjustments for fiscal 1997 through 2000 for which the IRS had completed its field work. On the basis of previously accepted amendments, we have determined that acceptance of adjustments presented for additional periods through fiscal 2005 is probable and, accordingly, have recorded them, as well as the impacts of the adjustments accepted by the IRS, on the Consolidated and Combined Financial Statements.

Tyco International continues to complete proposed adjustments to the remainder of its U.S. federal income tax returns. In fiscal 2009, certain proposed adjustments to U.S. federal income tax returns were completed by Tyco International and in connection with these adjustments, we recorded a \$97 million increase in income tax liabilities, a \$10 million increase in deferred tax assets, a \$60 million increase in the receivable from Tyco International and Covidien in connection with the Tax Sharing Agreement, and a \$27 million charge to contributed surplus. In fiscal 2008, certain proposed adjustments to U.S. federal income tax returns were completed by Tyco International and presented to the IRS. As a result, in fiscal 2008, we recorded a \$225 million decrease in income tax liabilities, a \$42 million decrease in deferred tax assets, a \$140 million decrease in the receivable from Tyco International and Covidien in connection with the Tax Sharing Agreement, a \$57 million increase in the indemnification liability to Tyco International and Covidien, and a \$14 million charge to contributed surplus. See Note 12 to the Consolidated and Combined Financial Statements for additional information regarding the indemnification liability to Tyco International and Covidien.

In fiscal 2008, Tyco International, Covidien, and we completed and filed certain fiscal 2007 U.S. consolidated federal and state income tax returns which included a combination of Tyco International, Covidien, and our subsidiaries. As a result, we recorded a \$66 million decrease in income tax liabilities with a corresponding offset to the income tax receivable, a \$44 million decrease in the receivable from Tyco International and Covidien and a \$42 million decrease in the payable to Tyco International and Covidien pursuant to the Tax Sharing Agreement, a \$30 million increase in contributed surplus, and a \$32 million net adjustment to other related tax accounts.

As our tax return positions continue to be updated for periods prior to Separation, additional adjustments may be identified and recorded on the Consolidated and Combined Financial Statements. While the final adjustments cannot be determined until the income tax return amendment process is completed, we believe that any resulting adjustments will not have a material impact on our results of operations, financial position, or cash flows. Additionally, adjustments may be recorded to shareholders' equity in the future for the impact of filing final or amended income tax returns in certain jurisdictions where those returns include a combination of Tyco International, Covidien, and/or our subsidiaries for the periods prior to the Separation.

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During fiscal 2007, the IRS concluded its field examination of certain of Tyco International's U.S. federal income tax returns for the years 1997 through 2000 and issued anticipated Revenue Agent Reports which reflect the IRS' determination of proposed tax adjustments for the periods under audit. Tyco International has agreed with the IRS on adjustments totaling \$498 million, with an estimated cash impact of \$458 million which was paid by Tyco International during fiscal 2007. Our portion of this payment was \$163 million. It is our understanding that Tyco International has appealed other proposed adjustments totaling approximately \$1 billion and is vigorously defending its prior filed tax return positions. Additionally, the IRS proposed civil fraud penalties against Tyco International arising from alleged actions of former executives in connection with certain intercompany transfers of stock in 1998 and 1999. Any penalty imposed would be subject to sharing with Tyco International and Covidien under the Tax Sharing Agreement. It is our understanding that Tyco International is vigorously opposing the assertion of any such penalties.

It is our understanding that Tyco International has made progress during fiscal 2009 towards resolving several of the disputed tax issues for the years 1997 through 2000 and it could reach agreement with the IRS on these matters within the next twelve months. During the fourth quarter of fiscal 2009, Tyco International settled a matter with the IRS concerning certain tax deductions claimed on Tyco International's income tax returns for the years 2001 through 2004. As a result of this settlement, we recorded a \$28 million income tax charge in the fourth quarter of fiscal 2009 to reflect the disallowance of a portion of these deductions. The IRS continues to audit certain Tyco International income tax returns for the years 2001 through 2004.

We continue to believe that the amounts recorded on our Consolidated and Combined Financial Statements relating to the matters discussed above are appropriate. However, the ultimate resolution is uncertain and could result in a material impact to our results of operations, financial position, or cash flows.

Legal Matters

In the ordinary course of business, we are subject to various legal proceedings and claims, including patent infringement claims, antitrust claims, product liability matters, environmental matters, employment disputes, disputes on agreements, and other commercial disputes. Management believes that these legal proceedings and claims likely will be resolved over an extended period of time. Although it is not feasible to predict the outcome of these proceedings, based upon our experience, current information, and applicable law, we do not expect that these proceedings will have a material adverse effect on our results of operations, financial position, or cash flows. However, one or more of the proceedings could have a material adverse effect on our results of operations, financial position, or cash flows in a future period. See "Part I. Item 3. Legal Proceedings" and Note 15 to the Consolidated and Combined Financial Statements for further information regarding legal proceedings.

As previously reported, prior to the Separation Tyco International and certain of its former directors and officers were named as defendants in over 40 purported securities class action lawsuits, including ERISA-related litigation. As a part of the Separation and Distribution Agreement, any existing or potential liabilities related to the securities actions were allocated among Tyco International, Covidien, and us. We are responsible for 31% of potential liabilities that may arise upon the resolution of the remaining pending litigation. If Tyco International or Covidien were to default on their obligation to pay their allocated share of these liabilities, however, we would be required to pay additional amounts. Subject to the terms and conditions of the Separation and Distribution Agreement, Tyco International manages and controls all the legal matters related to the shared contingent liabilities, including the defense or settlement thereof, subject to certain limitations. The liability sharing provisions regarding these securities actions are set forth in the Separation and Distribution Agreement among Tyco International, Covidien, and us.

Class Action Settlement

As previously reported, Tyco International settled 32 of the purported securities class action lawsuits arising from the actions alleged to have been taken by its prior management. All legal contingencies that could have affected the final order approving the settlement expired on February 21, 2008. The settlement did not resolve all securities cases. Additional settlements of remaining securities actions have been reached subsequently as discussed below. As of the opt-out deadline for the settlement, Tyco International received opt-out notices from individuals and entities totaling approximately 4% of the shares owned by class members. A number of these individuals and entities filed actions separately against Tyco International and/or Tyco International, Covidien, and us, all of which have been settled subsequently as discussed below. See "Part I. Item 3. Legal Proceedings" and Note 15 to the Consolidated and Combined Financial Statements for additional information about these proceedings.

In fiscal 2007, we were allocated a charge from Tyco International of \$922 million for the class action settlement, for which no tax benefit was available. In addition, in fiscal 2007, we were allocated \$35 million of income relating to Tyco International's expected recovery of certain costs from insurers. The net charge of \$887 million was recorded on the Consolidated and Combined Statement of Operations as pre-Separation litigation charges, net. The portion allocated to us was consistent with the sharing percentage included in the Separation and Distribution Agreement. Tyco International placed funds in escrow for the benefit of the class. The escrow account earned interest that was payable to the class. In addition, interest was accrued on the class action settlement liability.

The finalization of the class action settlement in February 2008 resulted in the extinguishment of our class action settlement liability of \$3,020 million, interest in the escrow of \$936 million, and class action settlement receivable of \$2,084 million from the Consolidated Balance Sheet in fiscal 2008. The finalization of the settlement resulted in a decrease to cash flows from operating activities and an increase to cash flows from investing activities during fiscal 2008. It did not affect the cash balance on the Consolidated Balance Sheet because we had previously fully funded our portion of the class action settlement into an escrow account intended to be used to settle the liability, as mentioned above.

Settlement of Securities Proceedings Not Covered by the Class Action Settlement

In fiscal 2008, Tyco International settled securities litigation captioned *New Jersey v. Tyco International Ltd., et al.* and *Ballard v. Tyco International Ltd., et al.* for \$73 million and \$36 million, respectively. Pursuant to the sharing formula in the Separation and Distribution Agreement, we recorded charges of \$34 million, for which no tax benefit was available, in fiscal 2008. In addition, we recorded income of \$12 million in fiscal 2008 related to Tyco International's recovery of certain costs from insurers.

During the first quarter of fiscal 2009, we, Tyco International, and Covidien entered into definitive agreements to settle actions captioned *Hess v. Tyco International Ltd., et al.* and *Sciallo v. Tyco International Ltd., et al.* and an opt-out case brought by the Commonwealth of Massachusetts Pension Reserves Investment Management Board. Pursuant to the sharing formula in the Separation and Distribution Agreement, we recorded charges of \$9 million, for which no tax benefit was available.

During the second quarter of fiscal 2009, we, Tyco International, and Covidien settled opt-out cases with Franklin Mutual Advisers, LLC and related plaintiffs and the Public Employees' Retirement Association of Colorado. Pursuant to the sharing formula, we recorded charges of \$19 million, for which no tax benefit was available. Additionally, we recorded reserves totaling \$375 million representing the best estimate of probable loss for the remaining securities litigation claims subject to the Separation and Distribution Agreement, including remaining opt-out cases and cases arising under ERISA. As a result, we recorded a pre-tax charge in the second quarter of fiscal 2009 of \$116 million.

for our share of the reserves. Upon final settlement of the ERISA cases in the fourth quarter of fiscal 2009, we recorded a \$25 million tax benefit. There were no tax benefits attributable for the other cases.

During the third quarter of fiscal 2009, we, Tyco International, and Covidien settled five of the remaining opt-out cases for \$199 million. Pursuant to the sharing formula, our share of the settlement amounts was \$62 million. As we had previously established reserves for these opt-out cases during the second quarter of fiscal 2009, the settlements did not impact our Consolidated and Combined Statement of Operations.

During the fourth quarter of fiscal 2009, we, Tyco International, and Covidien settled for a total of \$70 million eight consolidated class actions brought under ERISA against Tyco International and certain of its current and former employees, officers and directors. Pursuant to the sharing formula, our share of the settlement amount was \$22 million. Also, during the fourth quarter of fiscal 2009, we, Tyco International, and Covidien agreed to settle the remaining opt-out case for \$2 million. Pursuant to the sharing formula, our share of the settlement amount was \$1 million. As we had previously established reserves for these consolidated actions and this opt-out case during the second quarter of fiscal 2009, the settlements did not impact our Consolidated and Combined Statement of Operations. Only three of the securities cases remain outstanding.

Matters Related to Our Former Wireless Systems Business

Certain liabilities and contingencies related to our former Wireless Systems business were retained by us when this business was sold in the third quarter of fiscal 2009. These include certain retained liabilities related to the State of New York contract and a contingent purchase price commitment related to the acquisition of Com-Net by the Wireless Systems business in 2001. See additional information below. Also, see Note 5 to the Consolidated and Combined Financial Statements for additional information regarding the divestiture of the Wireless Systems business.

State of New York Contract

On September 19, 2005, we were awarded a twenty-year lease contract with the State of New York to construct, operate, and maintain a statewide wireless communications network for use by state and municipal first responders. On August 29, 2008, we were served by the State with a default notice related to the first regional network, pursuant to the contract. Under the terms of the contract, we had 45 days to rectify the purported deficiencies noted by the State. On October 16, 2008, we informed the State that all technical deficiencies had been remediated and the system was operating in accordance with the contract specifications and certified the system ready for testing. The State conducted further testing during November and December 2008. On January 15, 2009, the State notified us that, in the State's opinion, we had not fully remediated the issues cited by the State and it had determined that we were in default of the contract and that it had exercised its right to terminate the contract. The State contends that it has the right under the contract to recoup costs incurred by the State in conjunction with the implementation of the network, and as a result of this contention, on January 16, 2009, the State drew down \$50 million against an irrevocable standby letter of credit funded by us. The State has the ability to draw up to an additional \$50 million against the standby letter of credit, although we dispute that the State has any basis to do so.

On February 13, 2009, we filed a claim in the New York Court of Claims, seeking over \$100 million in damages, and alleging a number of causes of action, including breach of contract, unjust enrichment, defamation, conversion, breach of the covenant of good faith and fair dealing, the imposition of a constructive trust, and seeking a declaration that the State terminated the contract "for convenience." On September 25, 2009, the Court granted the State's motion to dismiss all counts of the complaint, with the exception of the breach of contract claims. On November 16, 2009, the State filed an answer to the complaint and counterclaim. The counterclaim asserts a claim for breach of contract

and alleges that the State has incurred damages in excess of \$275 million. We believe that the counterclaim is without merit and intend to vigorously pursue our claims in this matter. The parties are now proceeding with discovery.

As a result of these actions, in the first quarter of fiscal 2009, we recorded pre-tax charges totaling \$111 million associated with this contract. These charges are reflected in income (loss) from discontinued operations on the Consolidated and Combined Statement of Operations as a result of our sale of the Wireless Systems business. See Note 5 to the Consolidated and Combined Financial Statements for further discussion of discontinued operations and the sale of the Wireless Systems business. The charges included an impairment charge of \$61 million to write-off all costs incurred in constructing the network as well as a charge equal to the amount drawn by the State against the standby letter of credit of \$50 million. The assets related to the impairment charge were previously reflected primarily as inventory on the Consolidated Balance Sheet. We have not recognized any revenue related to the lease contract.

Com-Net

At September 25, 2009, we had a contingent purchase price commitment of \$80 million related to our fiscal 2001 acquisition of Com-Net. This represents the maximum amount payable to the former shareholders of Com-Net only after the construction and installation of a communications system for the State of Florida is finished and the State of Florida has approved the system based on the guidelines set forth in the contract. Under the terms of the purchase and sale agreement, we do not believe we have any obligation to the sellers. However, the sellers have contested our position and initiated a lawsuit in June 2006 in the Court of Common Pleas in Allegheny County, Pennsylvania, which is in the motion pleading and discovery phase. A liability for this contingency has not been recorded on the Consolidated and Combined Financial Statements as we do not believe that any payment is probable or estimable at this time.

Off-Balance Sheet Arrangements

Certain of our segments have guaranteed the performance of third parties and provided financial guarantees for uncompleted work and financial commitments. The terms of these guarantees vary with end dates ranging from fiscal 2010 through the completion of such transactions. The guarantees would be triggered in the event of nonperformance, and the potential exposure for nonperformance under the guarantees would not have a material effect on our results of operations, financial position, or cash flows.

In disposing of assets or businesses, we often provide representations, warranties, and/or indemnities to cover various risks including unknown damage to the assets, environmental risks involved in the sale of real estate, liability for investigation and remediation of environmental contamination at waste disposal sites and manufacturing facilities, and unidentified tax liabilities and legal fees related to periods prior to disposition. We do not have the ability to estimate the potential liability from such indemnities because they relate to unknown conditions. However, we have no reason to believe that these uncertainties would have a material adverse effect on our results of operations, financial position, or cash flows.

As of September 25, 2009, we had outstanding letters of credit and letters of guarantee in the amount of \$395 million, of which \$50 million was related to our contract with the State of New York. See Note 15 to the Consolidated and Combined Financial Statements for additional information regarding the State of New York contract.

We have recorded liabilities for known indemnifications included as part of environmental liabilities. See Note 15 to the Consolidated and Combined Financial Statements for a discussion of these liabilities.

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In the normal course of business, we are liable for contract completion and product performance. In the opinion of management, except for the charges related to the contract with the State of New York discussed below, such obligations will not significantly affect our results of operations, financial position, or cash flows.

As disclosed in Note 15 to the Consolidated and Combined Financial Statements, in January 2009, the State of New York drew down \$50 million against an irrevocable standby letter of credit funded by us. As a result, we recorded a pre-tax charge equal to the draw. The State has the ability to draw up to an additional \$50 million against the standby letter of credit which could result in additional charges and could have a material adverse effect on our results of operations, financial position, and cash flows.

Pursuant to the Separation and Distribution Agreement and Tax Sharing Agreement, upon Separation, we entered into certain guarantee commitments and indemnifications with Tyco International and Covidien. Under these agreements, principally the Tax Sharing Agreement, Tyco International, Covidien, and Tyco Electronics share 27%, 42%, and 31%, respectively, of certain contingent liabilities relating to unresolved pre-Separation tax matters of Tyco International. The effect of the Tax Sharing Agreement is to indemnify us for 69% of certain liabilities settled in cash by us with respect to unresolved pre-Separation tax matters. Pursuant to that indemnification, we have made similar indemnifications to Tyco International and Covidien with respect to 31% of certain liabilities settled in cash by the companies with respect to unresolved pre-Separation tax matters. If any of the companies responsible for all or a portion of such liabilities were to default in its payment of costs or expenses related to any such liability, we would be responsible for a portion of the defaulting party or parties' obligation. These arrangements have been valued upon our separation from Tyco International in accordance with ASC 460 and, accordingly, liabilities amounting to \$339 million were recorded on the Consolidated Balance Sheet at September 25, 2009. See Notes 12 and 15 to the Consolidated and Combined Financial Statements for additional information.

We generally record estimated product warranty costs at the time of sale. See Note 12 to the Consolidated and Combined Financial Statements for further information regarding estimated product warranty.

Critical Accounting Policies and Estimates

The preparation of the Consolidated and Combined Financial Statements in conformity with GAAP requires management to use judgment in making estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenue and expenses. Our significant accounting policies are summarized in Note 2 to the Consolidated and Combined Financial Statements. The following noted accounting policies are based on, among other things, judgments and assumptions made by management that include inherent risks and uncertainties. Management's estimates are based on the relevant information available at the end of each period.

Revenue Recognition

Our revenue recognition policies are in accordance with ASC 605 (Revenue Recognition) and SEC Staff Accounting Bulletin Nos. 101 and 104.

Our revenues are generated principally from the sale of our products. Revenue from the sale of products is recognized at the time title and the risks and rewards of ownership pass to the customer. This generally occurs when the products reach the free-on-board shipping point, the sales price is fixed and determinable, and collection is reasonably assured. For those items where title has not yet transferred, we have deferred the recognition of revenue. A reserve for estimated returns is established at the time of sale based on historical return experience and is recorded as a reduction of sales. Other allowances include customer quantity and price discrepancies. A reserve for other allowances is established at the time of sale based on historical experience and is recorded as a reduction of sales.

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Contract sales for construction related projects are recorded primarily on the percentage-of-completion method. Profits recognized on contracts in process are based upon estimated contract revenue and related cost to complete. Percentage-of-completion is measured based on the ratio of actual costs incurred to total estimated costs. Revisions in cost estimates as contracts progress have the effect of increasing or decreasing profits in the current period. Provisions for anticipated losses are made in the period in which they first become determinable. Contract sales for construction related projects are generated primarily within our Undersea Telecommunications segment.

Inventories

Inventories are recorded at the lower of cost or market value, except for inventoried costs which are costs incurred in the performance of long-term contracts primarily by our Undersea Telecommunications segment. Provisions for slow moving and obsolete inventory are made based upon product demand and historical experience. Should future product demand change, existing inventory could become slow moving or obsolete and provisions would be increased accordingly.

Goodwill and Other Intangible Assets

Intangible assets acquired include both those that have a determinable life and residual goodwill. Intangible assets with a determinable life include primarily intellectual property consisting of patents, trademarks, and unpatented technology with estimates of recoverability ranging from 1 to 50 years that are amortized on a straight-line basis. An evaluation of the remaining useful life of intangible assets with a determinable life is performed on a periodic basis and when events and circumstances warrant an evaluation. We assess intangible assets with a determinable life for impairment consistent with our policy for assessing other long-lived assets. Goodwill is assessed for impairment separately from other intangible assets with a determinable life by comparing the carrying value of each reporting unit to its fair value on the first day of the fourth quarter of each year or whenever we believe a triggering event requiring a more frequent assessment has occurred. In making this assessment, management relies on a number of factors including operating results, business plans, economic projections, anticipated future cash flows, transactions, and market place data. There are inherent uncertainties related to these factors and management's judgment in applying them to the analysis of goodwill impairment.

When testing for goodwill impairment, we follow the guidance prescribed in ASC 350-20 (Intangibles—Goodwill and Other: Goodwill). First, we perform a step I goodwill impairment test to identify a potential impairment. In doing so, we compare the fair value of a reporting unit with its carrying amount. If the carrying amount of a reporting unit exceeds its fair value, goodwill may be impaired and a step II goodwill impairment test is performed to measure the amount of any impairment loss. In the step II goodwill impairment test, we compare the implied fair value of reporting unit goodwill with the carrying amount of that goodwill. If the carrying amount of reporting unit goodwill exceeds its fair value, an impairment loss is recognized in an amount equal to the excess. The implied fair value of goodwill is determined in the same manner that the amount of goodwill recognized in a business combination is determined. We allocate the fair value of a reporting unit to all of the assets and liabilities of that unit, including intangible assets, as if the reporting unit had been acquired in a business combination. Any excess of the value of a reporting unit over the amounts assigned to its assets and liabilities is the implied fair value of goodwill.

Estimates about fair value used in the step I goodwill impairment tests have been calculated using an income approach based on the present value of future cash flows of each reporting unit. The income approach has been supported by additional transaction and guideline analyses. These approaches incorporate a number of assumptions including future growth rates, discount factors, and income tax rates in assessing fair value. Changes in economic and operating conditions impacting these assumptions could result in goodwill impairments in future periods.

Income Taxes

In determining income for financial statement purposes, we must make certain estimates and judgments. These estimates and judgments affect the calculation of certain tax liabilities and the determination of the recoverability of certain of the deferred tax assets, which arise from temporary differences between the tax and financial statement recognition of revenue and expense.

In evaluating our ability to recover our deferred tax assets, we consider all available positive and negative evidence including our past operating results, the existence of cumulative losses in the most recent years, and our forecast of future taxable income. In estimating future taxable income, we develop assumptions including the amount of future state, federal, and international pre-tax operating income, the reversal of temporary differences, and the implementation of feasible and prudent tax planning strategies. These assumptions require significant judgment about the forecasts of future taxable income and are consistent with the plans and estimates we are using to manage the underlying businesses.

We currently have recorded significant valuation allowances that we intend to maintain until it is more likely than not the deferred tax assets will be realized. Our income tax expense recorded in the future will be reduced to the extent of decreases in our valuation allowances. The realization of our remaining deferred tax assets is primarily dependent on future taxable income in the appropriate jurisdiction. Any reduction in future taxable income including any future restructuring activities may require that we record an additional valuation allowance against our deferred tax assets. An increase in the valuation allowance would result in additional income tax expense in such period and could have a significant impact on our future earnings. Prior to September 26, 2009, if a change in a valuation allowance occurred, which was established in connection with an acquisition, the adjustment of such allowance may have affected goodwill rather than the income tax provision. Subsequent to the adoption of the business combination provisions of ASC 805 (Business Combinations) on September 26, 2009, any changes in a valuation allowance that was established in connection with an acquisition, regardless of when the acquisition occurred, will be reflected in the income tax provision.

Changes in tax laws and rates also could affect recorded deferred tax assets and liabilities in the future. Management is not aware of any such changes that would have a material effect on our results of operations, financial position, or cash flows.

In addition, the calculation of our tax liabilities includes estimates for uncertainties in the application of complex tax regulations across multiple global jurisdictions where we conduct our operations. Under the uncertain tax position provisions of ASC 740 (Income Taxes), we recognize liabilities for tax as well as related interest for issues in the U.S. and other tax jurisdictions based on our estimate of whether, and the extent to which, additional taxes and related interest will be due. These tax liabilities and related interest are reflected net of the impact of related tax loss carryforwards as such tax loss carryforwards will be applied against these tax liabilities and will reduce the amount of cash tax payments due upon the eventual settlement with the tax authorities. These estimates may change due to changing facts and circumstances; however, due to the complexity of these uncertainties, the ultimate resolution may result in a settlement that differs from our current estimate of the tax liabilities and related interest. Further, management has reviewed with tax counsel the issues raised by certain taxing authorities and the adequacy of these recorded amounts. If our current estimate of tax and interest liabilities is less than the ultimate settlement, an additional charge to income tax expense may result. If our current estimate of tax and interest liabilities is more than the ultimate settlement, income tax benefits may be recognized. Substantially all of these tax liabilities and related interest are recorded in income taxes on the Consolidated Balance Sheet as payment is not expected within one year.

Pension and Postretirement Benefit

Our pension expense and obligations are developed from actuarial assumptions. Two critical assumptions in determining pension expense and obligations are the discount rate and expected long-term return on plan assets. We evaluate these assumptions at least annually. Other assumptions reflect demographic factors such as retirement, mortality, and turnover and are evaluated periodically and updated to reflect our actual experience. Actual results may differ from actuarial assumptions. The discount rate represents the market rate for high-quality fixed income investments and is used to calculate the present value of the expected future cash flows for benefit obligations to be paid under our pension plans. A decrease in the discount rate increases the present value of pension benefit obligations. A 25 basis point decrease in the discount rate would increase our present value of pension obligations by \$110 million, while a 25 basis point increase in the discount rate would decrease our present value of pension obligations by \$105 million. We consider the current and expected asset allocations of our pension plans, as well as historical and expected long-term rates of return on those types of plan assets, in determining the expected long-term rate of return on plan assets. During fiscal 2008, our Investment Committee made the decision to change the target asset allocation of the U.S. Plans' Master Trust from 60% equity and 40% fixed income to 30% equity and 70% fixed income in an effort to better align asset risk with the anticipated payment of benefit obligations. The target asset allocation transition began in fiscal 2008. As a result of economic conditions during 2009, we have slowed the transition of the Master Trust asset allocation change. Asset reallocation will continue over a multi-year period based on the funded status of the U.S. Plans' Master Trust. A 50 basis point decrease in the expected long-term return on plan assets would increase our pension expense by \$9 million, while a 50 basis point increase in the expected long-term return on plan assets would decrease our pension expense by \$9 million.

Share-Based Compensation

Under ASC 718 (Compensation—Stock Compensation), we determine the fair value of share awards on the date of grant using the Black-Scholes-Merton valuation model. The Black-Scholes-Merton model requires certain assumptions that involve judgment. Such assumptions are the expected share price volatility, expected annual dividend yield, expected life of options, and risk-free interest rate. (See Note 23 to the Consolidated and Combined Financial Statements for additional information related to share-based compensation.) An increase in the volatility of the Company's stock will increase the amount of compensation expense on new awards. An increase in the holding period of options will also cause an increase in compensation expense. Dividend yields and risk-free interest rates are less difficult to estimate, but an increase in the dividend yield will cause a decrease in expense and an increase in the risk-free interest rate will increase compensation expense.

Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In June 2009, the Financial Accounting Standards Board ("FASB") issued the Accounting Standards Codification ("ASC") to serve as the single source of authoritative GAAP. We adopted the ASC in the fourth quarter of fiscal 2009. Adoption did not have an impact on our Consolidated and Combined Financial Statements.

In May 2009, the FASB issued guidance in ASC 855 (Subsequent Events). ASC 855 establishes general standards for accounting and disclosure of events occurring subsequent to the balance sheet date but prior to issuance of the financial statements. We adopted ASC 855 in the third quarter of fiscal 2009. See Note 26 to the Consolidated and Combined Financial Statements for the required disclosures related to subsequent events.

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In March 2008, the FASB issued updates to guidance in ASC 815 (Derivatives and Hedging), amending and expanding the disclosure requirements related to the use of derivative instruments and hedging activities to provide improved transparency into the uses and financial statement impact of derivative instruments and hedging activities. The new disclosure provisions of ASC 815 were adopted by us in the second quarter of fiscal 2009. See Note 13 to the Consolidated and Combined Financial Statements for the required disclosures related to derivative instruments and hedging activities.

In March 2007, the FASB issued guidance in ASC 715-60 (Compensation—Retirement Benefits: Defined Benefit Plans—Other Postretirement) related to the accounting for collateral assignment split-dollar life insurance arrangements. We adopted the guidance in ASC 715-60 in the first quarter of fiscal 2009. Accordingly, we recognized accrued and other current liabilities of \$1 million and other liabilities of \$4 million on our Consolidated Balance Sheet at the beginning of the first quarter of fiscal 2009 with a corresponding decrease in the opening balance of accumulated deficit of \$5 million.

In September 2006, the FASB issued guidance in ASC 820 (Fair Value Measurements and Disclosures) that defines fair value, establishes a framework for measuring fair value, expands disclosure about fair value measurements, and introduces the fair value option for certain financial assets and liabilities. ASC 820 was adopted by us in the first quarter of fiscal 2009. We did not elect to value any existing assets or liabilities at fair value upon adoption, nor did we apply the fair value option to any eligible assets acquired or liabilities incurred during the quarter. We will adopt the non-financial asset and liability fair value provisions in fiscal 2010. See Note 16 to the Consolidated and Combined Financial Statements for additional information related to fair value measurements.

In September 2006, the FASB issued guidance in ASC 715 (Compensation—Retirement Benefits) that requires that employers recognize the funded status of defined benefit pension and other postretirement benefit plans as a net asset or liability on the balance sheet and recognize as a component of other comprehensive income, net of tax, the gains or losses and prior service costs or credits that arise during the period but are not recognized as a component of net periodic benefit cost. Under ASC 715, companies are required to measure plan assets and benefit obligations as of their fiscal year end. We adopted the presentation requirements of ASC 715 on September 28, 2007 and the measurement date provisions in the fourth quarter of fiscal 2009. As a result of the change in measurement date, we recorded a charge of \$7 million to accumulated deficit. See Note 14 to the Consolidated and Combined Financial Statements for additional information related to the change in measurement date provisions.

Recently Issued Accounting Pronouncements

In June 2009, the FASB issued updates to guidance in ASC 810 (Consolidation) that address accounting for variable interest entities. These updates to ASC 810 are effective for us in the first quarter of fiscal 2011. We are currently assessing the impact that adoption will have on our results of operations, financial position, or cash flows.

In April 2009 and December 2007, the FASB issued guidance in ASC 805 (Business Combinations). ASC 805 addresses the recognition and accounting for identifiable assets acquired, liabilities assumed, and noncontrolling interests in business combinations. ASC 805 is effective for us in the first quarter of fiscal 2010. Adoption is not expected to have a material impact on our results of operations, financial position, or cash flows.

In December 2008, the FASB issued updates to the guidance in ASC 715 (Compensation—Retirement Benefits) that enhance disclosures regarding assets in defined benefit pension or other postretirement plans. The updates to ASC 715 are effective for us in the fourth quarter of fiscal 2010. We are currently assessing the impact that adoption will have on our Consolidated and Combined Financial Statements.

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In December 2007, the FASB issued updates to guidance in ASC 810 (Consolidation) that address the accounting and reporting framework for minority interests by a parent company. These updates to ASC 810 are effective for us in the first quarter of fiscal 2010. Adoption is not expected to have a material impact on our results of operations, financial position, or cash flows.

Forward-Looking Information

Certain statements in this report are "forward-looking statements" within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. These statements are based on our management's beliefs and assumptions and on information currently available to our management. Forward-looking statements include, among others, the information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, potential growth opportunities, potential operating performance improvements, the effects of competition, and the effects of future legislation or regulations. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words "believe," "expect," "plan," "intend," "anticipate," "estimate," "predict," "potential," "continue," "may," "should," or the negative of these terms or similar expressions.

Forward-looking statements involve risks, uncertainties and assumptions. Actual results may differ materially from those expressed in these forward-looking statements. You should not put undue reliance on any forward-looking statements. We do not have any intention or obligation to update forward-looking statements after we file this report except as required by law.

The following risks, which are described in greater detail in "Part I. Item 1A. Risk Factors," could also cause our results to differ materially from those expressed in forward-looking statements:

- Current and future conditions in the global economy and global capital and credit markets, and cyclical industry conditions;
- Conditions affecting demand for products in the industries we serve, particularly the automotive industry and the telecommunications, computer, and consumer electronics industries;
- Competition and pricing pressure;
- Risk of future goodwill impairment;
- Market acceptance of new product introductions and product innovations and product life cycles;
- Financial condition and consolidation of customers and vendors;
- Raw material availability, quality, and cost;
- Fluctuations in foreign currency exchange rates;
- Declines in the market value of our pension plans' investment portfolios;
- Reliance on third party suppliers;
- Our ability to attract and retain highly qualified personnel;
- Risks associated with future acquisitions and divestitures;
- Global risks of political, economic, and military instability;
- Risks related to compliance with current and future environmental and other laws and regulations;
- Our ability to protect our intellectual property rights;
- Risks of litigation;

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- Our ability to operate within the limitations imposed by our debt instruments;
- Risks relating to our Separation on June 29, 2007 from Tyco International Ltd.;
- The possible effects on us of various U.S. and non-U.S. legislative proposals and other initiatives that, if adopted, could materially increase our worldwide corporate effective tax rate and negatively impact our U.S. government contracts business;
- Various risks associated with being a Swiss corporation;
- The impact of fluctuations in the market price of our shares; and
- The impact of certain provisions of our articles of association on unsolicited takeover proposals.

There may be other risks and uncertainties that we are unable to predict at this time or that we currently do not expect to have a material adverse effect on our business.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business, our financial position is routinely subject to a variety of risks, including market risks associated with interest rate and currency movements on outstanding debt and non-U.S. Dollar denominated assets and liabilities and commodity price movements. We utilize established risk management policies and procedures in executing derivative financial instrument transactions to manage a portion of these risks.

We do not execute transactions or hold derivative financial instruments for trading or speculative purposes. Counterparties to derivative financial instruments are limited to major financial institutions with at least an A/A2 long-term debt rating. There is no significant concentration of exposures with any one counterparty.

Foreign Currency Exposures

As part of managing the exposure to changes in foreign currency exchange rates, we use foreign exchange forward and swap contracts. The objective is to minimize impacts to cash flows and profitability due to changes in foreign currency exchange rates on intercompany transactions, accounts receivable, accounts payable, and other cash transactions. A 10% appreciation of the U.S. Dollar from the September 25, 2009 market rates would decrease the unrealized value of our forward contracts by \$2 million, while a 10% depreciation of the U.S. Dollar would increase the unrealized value of our forward contracts by \$2 million. A 10% appreciation of the U.S. Dollar from the September 26, 2008 market rates would have increased the unrealized value of our forward contracts by \$95 million, while a 10% depreciation of the U.S. Dollar would have decreased the unrealized value of our forward contracts by \$116 million. Such gains or losses on these contracts would be generally offset by the gains or losses on the revaluation or settlement of the underlying transactions.

Interest Rate Exposures

We issue debt, from time to time, in capital and money markets to fund our operations. Such borrowings can result in interest rate exposure. To manage the interest rate exposure and to minimize overall interest cost, we have used, and may in the future use, interest rate swaps to convert a portion of fixed-rate debt into variable rate debt (fair value hedges) and/or convert a portion of variable rate debt into fixed-rate debt (cash flow hedges). During fiscal 2009, we terminated interest rate swaps designated as fair value hedges on \$300 million principal amount of our 6.55% senior notes and \$200 million principal amount of our 6.00% senior notes that had been outstanding as of September 26, 2008. See Note 13 to the Consolidated and Combined Financial Statements for additional information on the termination of the interest rate swaps. At September 25, 2009, we had no floating rate debt outstanding. Based on our floating rate debt balance of \$1,147 million at

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September 26, 2008, an increase in the levels of the U.S. Dollar interest rates by 0.5%, with all other variables held constant, would have resulted in an increase of annual interest expense of approximately \$6 million.

Commodity Exposures

Our worldwide operations and product lines may expose us to risks from fluctuations in commodity prices. To limit the effects of fluctuations in the future market price paid and related volatility in cash flows, we have used and may use in the future forward and option contracts. We continually evaluate the commodity market with respect to our forecasted usage requirements over the next twelve to twenty-four months and periodically enter into commodity forward or option contracts in order to hedge a portion of usage requirements over that period. At September 25, 2009 and September 26, 2008, our commodity hedges, which related to purchases of gold, were in a gain position of \$1 million and \$2 million, respectively, and had a notional value of \$29 million and \$21 million, respectively. A 10% appreciation of the price of a troy ounce of gold from the September 25, 2009 prices would increase the unrealized value of our forward contracts by \$3 million, while a 10% depreciation of prices would decrease the unrealized value of our forward contracts by \$3 million. A 10% appreciation of the price of a troy ounce of gold from the September 26, 2008 prices would have increased the unrealized value of our forward contracts by \$2 million, while a 10% depreciation of prices would have decreased the unrealized value of our forward contracts by \$2 million.

See Note 13 to the Consolidated and Combined Financial Statements for additional information on financial instruments.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The following Consolidated and Combined Financial Statements and schedule specified by this Item, together with the reports thereon of Deloitte & Touche LLP, are presented following Item 15 and the signature pages of this report:

Financial Statements:

Reports of Independent Registered Public Accounting Firm

Consolidated and Combined Statements of Operations for the Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

Consolidated Balance Sheets at September 25, 2009 and September 26, 2008

Consolidated and Combined Statements of Equity for the Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

Consolidated and Combined Statements of Cash Flows for the Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

Notes to Consolidated and Combined Financial Statements

Financial Statement Schedule:

Schedule II—Valuation and Qualifying Accounts

All other financial statements and schedules have been omitted since the information required to be submitted has been included on the Consolidated and Combined Financial Statements and related notes or because they are either not applicable or not required under the rules of Regulation S-X.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of September 25, 2009. Based on that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective as of September 25, 2009.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management has concluded our internal control over financial reporting was effective as of September 25, 2009.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies and procedures may deteriorate.

Deloitte & Touche LLP, an independent registered public accounting firm, has issued an attestation report on our internal control over financial reporting as of September 25, 2009, which is included in this Annual Report.

Remediation of Material Weakness in Internal Control Over Financial Reporting

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

We previously disclosed a material weakness in our internal control over financial reporting relating to accounting for income taxes in our Annual Report on Form 10-K/A for the fiscal year ended September 26, 2008 and our information statement filed as Exhibit 99.1 to our Current Report on Form 8-K on June 8, 2007. Subsequent to the filing of our combined financial statements for fiscal 2006, 2005, and 2004 in the initial filing of our registration statement with the SEC, we determined that our combined financial statements contained certain errors. The errors primarily resulted from the process of carving out certain income tax accounts from Tyco International's consolidated financial statements and related information. We substantially relied upon the processes at Tyco International to prepare our carve-out accounts for income taxes. We determined that certain of those tax processes utilized by Tyco International in determining certain carve out amounts for income taxes did not operate at a sufficient level of precision relative to our materiality for us to ensure that the carve-out accounts were materially correct. We also determined that we did not have sufficient control processes in place to ensure that the information provided by Tyco International was complete and accurate and concluded that the absence of these control processes was a material weakness in our internal control over financial reporting relating to income taxes.

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We enhanced our tax accounting resources and capabilities to remediate the material weakness indicated above, and implemented new control processes and procedures during fiscal 2007 and 2008. Improvements to our control processes included the following:

- We implemented appropriately designed processes and controls and instituted multi-level management reviews.
- We completed analysis and reconciliation of our tax accounts and recorded necessary adjustments while implementing sustainable reconciliation processes to ensure continued accuracy of these accounts.
- We enhanced policies and procedures relating to tax account reconciliation and analysis.
- We expanded tax accounting resources at both the corporate and regional levels with personnel experienced in accounting for income taxes in accordance with U.S. GAAP.
- We conducted training for both existing and newly hired tax accountants along with other accounting and finance personnel who are responsible for analyzing, documenting and accounting for taxes in their jurisdiction.
- We increased accountability for accounting for income taxes by recording tax accounting at the legal entity, developed and communicated clear responsibilities and expectations, and implemented a multi-level review process.
- We invested in additional information systems to improve control around newly implemented processes and enable more effective review.

These processes have been operating for a sufficient period of time, and we have determined that they are operating effectively. As a result of these improvements in our control processes, we believe that the material weakness has been remediated.

Changes in Internal Control Over Financial Reporting

Except for the remediation of the material weakness discussed above, during the quarter ended September 25, 2009, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information concerning directors, executive officers and corporate governance may be found under the captions "Agenda Item No. 1—Election of Directors," "Nominees for Election," "Corporate Governance," "The Board of Directors and Board Committees," and "Executive Officers" in our definitive proxy statement for our 2010 Annual General Meeting of Shareholders (the "2010 Proxy Statement"), which will be filed with the SEC within 120 days after the close of our fiscal year. Such information is incorporated herein by reference. The information in the 2010 Proxy Statement set forth under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" is incorporated herein by reference.

Code of Ethics

We have adopted the Tyco Electronics Guide to Ethical Conduct, which applies to all employees, officers, and directors of Tyco Electronics. Our Guide to Ethical Conduct meets the requirements of a "code of ethics" as defined by Item 406 of Regulation S-K and applies to our chief executive officer, chief financial officer, and chief accounting officer, as well as all other employees and directors, as indicated above. Our Guide to Ethical Conduct also meets the requirements of a code of business conduct and ethics under the listing standards of the NYSE. Our Guide to Ethical Conduct is posted on our website at www.tycoelectronics.com under the heading "Who We Are—Quick Links—Guide to Ethical Conduct." We also will provide a copy of our Guide to Ethical Conduct to shareholders upon request. We intend to disclose any amendments to our Guide to Ethical Conduct, as well as any waivers for executive officers or directors, on our website.

ITEM 11. EXECUTIVE COMPENSATION

Information concerning executive compensation may be found under the captions "Compensation Discussion and Analysis," "Management Development and Compensation Committee Report," "Executive Officer Compensation," "Compensation of Non-Employee Directors," and "Compensation Committee Interlocks and Insider Participation" in our 2010 Proxy Statement. Such information is incorporated herein by reference.

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

The information in our 2010 Proxy Statement set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" is incorporated herein by reference.

Equity Compensation Plan Information

The following table provides information as of September 25, 2009 with respect to Tyco Electronics' common shares issuable under its equity compensation plans or equity compensation plans of Tyco International prior to the separation:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)(3)
Equity compensation plans approved by security holders:			
2007 Stock and Incentive Plan ⁽¹⁾	10,670,448	\$ 24.88	10,091,396
Equity compensation plans not approved by security holders:			
Equity awards under Tyco International Ltd. 2004 Stock and Incentive Plan and other equity incentive plans ⁽²⁾	19,327,975	\$ 43.25	
Total	29,998,423		10,091,396

- (1) The Tyco Electronics Ltd. 2007 Stock and Incentive Plan (the "2007 Plan") provides for the award of share options, stock appreciation rights, annual performance bonuses, long-term performance awards, restricted units, deferred stock units, restricted shares, promissory shares, and other share-based awards (collectively, "Awards") to board members, officers, and non-officer employees. The 2007 Plan provides for a maximum of 24,843,452 common shares to be issued as Awards, subject to adjustment as provided under the terms of the 2007 Plan.
- (2) Includes common shares that may be issued by Tyco Electronics pursuant to the Separation and Distribution Agreement under equity awards, including share options, restricted shares, restricted stock units, and deferred stock units, granted to current and former employees and directors of Tyco International Ltd. and its subsidiaries, which may include individuals currently or formerly employed by or serving with Tyco Electronics, Tyco International, or Covidien subsequent to the separation. See Note 23 to the Consolidated and Combined Financial Statements for additional information regarding these outstanding awards.
- (3) The 2007 Plan applies a weighting factor of 1.8 to outstanding non-vested restricted shares, restricted share units, deferred stock units, and performance units. The remaining shares issuable are increased by forfeitures and cancellations, among other factors.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information in our 2010 Proxy Statement set forth under the captions "Corporate Governance," "The Board of Directors and Board Committees," and "Certain Relationships and Related Transactions" is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information in our 2010 Proxy Statement set forth under the caption "Agenda Item No. 6—Election of Auditors—Agenda Item No. 6.1" is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)

1. Financial Statements. See Item 8.
2. Financial Statement Schedule. See Item 8.
3. Exhibit Index:

Exhibit Number	Description
2.1	Separation and Distribution Agreement among Tyco International Ltd., Covidien Ltd. and Tyco Electronics Ltd., dated as of June 29, 2007 (Incorporated by reference to Exhibit 2.1 to Tyco Electronics' Current Report on Form 8-K, filed July 5, 2007)
3.1	Articles of Association of Tyco Electronics Ltd. (Incorporated by reference to Exhibit 3.1 to Tyco Electronics' Current Report on Form 8-K, filed September 16, 2009)
3.2	Organizational Regulations of Tyco Electronics Ltd. (Incorporated by reference to Exhibit 3.2 to Tyco Electronics' Current Report on Form 8-K, filed June 25, 2009)
4.1(a)	Indenture among Tyco Electronics Group S.A., Tyco Electronics Ltd. and Deutsche Bank Trust Company Americas, as trustee, dated as of September 25, 2007 (Incorporated by reference to Exhibit 4.1(a) to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)
4.1(b)	First Supplemental Indenture among Tyco Electronics Group S.A., Tyco Electronics Ltd. and Deutsche Bank Trust Company Americas, as trustee, dated as of September 25, 2007 (Incorporated by reference to Exhibit 4.1(b) to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)
4.1(c)	Second Supplemental Indenture among Tyco Electronics Group S.A., Tyco Electronics Ltd. and Deutsche Bank Trust Company Americas, as trustee, dated as of September 25, 2007 (Incorporated by reference to Exhibit 4.1(c) to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)
4.1(d)	Third Supplemental Indenture among Tyco Electronics Group S.A., Tyco Electronics Ltd. and Deutsche Bank Trust Company Americas, as trustee, dated as of September 25, 2007 (Incorporated by reference to Exhibit 4.1(d) to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)
4.1(e)	Fourth Supplemental Indenture among Tyco Electronics Group S.A., Tyco Electronics Ltd. and Deutsche Bank Trust Company Americas, as trustee, dated as of July 14, 2008 (Incorporated by reference to Exhibit 4.1 to Tyco Electronics' Current Report on Form 8-K, filed July 14, 2008)
10.1	Tax Sharing Agreement among Tyco International Ltd., Covidien Ltd. and Tyco Electronics Ltd., dated as of June 29, 2007 (Incorporated by reference to Exhibit 10.1 to Tyco Electronics' Current Report on Form 8-K, filed July 5, 2007)
10.2	Five-Year Senior Credit Agreement among Tyco International Ltd., Tyco Electronics Group S.A., Tyco Electronics Ltd., the lenders party thereto and Bank of America, N.A., as administrative agent, dated as of April 25, 2007 (Incorporated by reference to Exhibit 10.4 to Tyco Electronics' Current Report on Form 8-K, filed July 5, 2007)

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<u>Exhibit Number</u>	<u>Description</u>
10.3	Guarantor Assumption Agreement between Tyco International Ltd. and Tyco Electronics Ltd., dated as of June 29, 2007 (Incorporated by reference to Exhibit 10.6 to Tyco Electronics' Current Report on Form 8-K, filed July 5, 2007)
10.4	Tyco Electronics Ltd. 2007 Stock and Incentive Plan (as amended and restated)*‡
10.5	Tyco Electronics Ltd. Employee Stock Purchase Plan (as amended and restated)*‡
10.6	Form of Founders' Grant Option Award Terms and Conditions (Incorporated by reference to Exhibit 10.7 to Tyco Electronics' Current Report on Form 8-K, filed July 5, 2007)‡
10.7	Form of Option Award Terms and Conditions (Incorporated by reference to Exhibit 10.11 to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)‡
10.8	Form of Founders' Grant Restricted Unit Award Terms and Conditions (Incorporated by reference to Exhibit 10.8 to Tyco Electronics' Current Report on Form 8-K, filed July 5, 2007)‡
10.9	Form of Restricted Unit Award Terms and Conditions (Incorporated by reference to Exhibit 10.13 to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)‡
10.10	Tyco Electronics Ltd. Change in Control Severance Plan for Certain U.S. Officers and Executives*‡
10.11	Tyco Electronics Ltd. Severance Plan for U.S. Officers and Executives*‡
10.12	Tyco Electronics Ltd. Deferred Compensation Plan for Directors (Incorporated by reference to Exhibit 10.16 to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)‡
10.13	Tyco Electronics Corporation Supplemental Savings and Retirement Plan*‡
10.14	Tyco Electronics Ltd. UK Savings Related Share Plan (Incorporated by reference to Exhibit 10.23 to Tyco Electronics' Annual Report on Form 10-K for the fiscal year ended September 28, 2007, filed December 14, 2007)‡
10.15	Form of Indemnification Agreement (Incorporated by reference to Exhibit 10.1 to Tyco Electronics' Current Report on Form 8-K, filed October 16, 2009)
10.16	Stock and Asset Purchase Agreement among Tyco Electronics Group S.A., Cobham Defense Electronic Systems Corporation and Cobham plc, dated as of May 12, 2008 (Incorporated by reference to Exhibit 10.1 to Tyco Electronics' Quarterly Report on Form 10-Q for the quarterly period ended June 27, 2008, filed August 1, 2008)
21.1	Subsidiaries of Tyco Electronics Ltd.*
23.1	Consent of Independent Registered Public Accounting Firm*
24.1	Power of Attorney*
31.1	Certification by the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
31.2	Certification by the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*

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<u>Exhibit Number</u>	<u>Description</u>
32.1	Certification by the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**
101	Financial statements from the Annual Report on Form 10-K of Tyco Electronics Ltd. for the fiscal year ended September 25, 2009, filed on November 18, 2009, formatted in XBRL: (i) the Consolidated and Combined Statements of Operations, (ii) the Consolidated Balance Sheets, (iii) the Consolidated and Combined Statements of Equity, (iv) the Consolidated and Combined Statements of Cash Flows, and (v) the Notes to Consolidated and Combined Financial Statements tagged as blocks of text.**

*

Filed herewith

**

Furnished herewith

†

Management contract or compensatory plan or arrangement.

(b)

See Item 15(a)3. above.

(c)

See Item 15(a)2. above.

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
*		
_____ Daniel J. Phelan	Director	November 18, 2009
*		
_____ Frederic M. Poses	Director	November 18, 2009
*		
_____ Lawrence S. Smith	Director	November 18, 2009
*		
_____ Paula A. Sneed	Director	November 18, 2009
*		
_____ David P. Steiner	Director	November 18, 2009
*		
_____ John C. Van Scoter	Director	November 18, 2009

*
Robert A. Scott, by signing his name hereto, does sign this document on behalf of the above noted individuals, pursuant to powers of attorney duly executed by such individuals, which have been filed as Exhibit 24.1 to this Report.

By: /s/ ROBERT A. SCOTT

Robert A. Scott
Attorney-in-fact

TYCO ELECTRONICS LTD.

INDEX TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Tyco Electronics Ltd.:

We have audited the accompanying consolidated balance sheets of Tyco Electronics Ltd. and subsidiaries (the "Company") as of September 25, 2009 and September 26, 2008 and the related consolidated and combined statements of operations, equity, and cash flows for each of the three years in the period ended September 25, 2009. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

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

In our opinion, such consolidated and combined financial statements present fairly, in all material respects, the financial position of the Company as of September 25, 2009 and September 26, 2008 and the results of its operations and its cash flows for each of the three years in the period ended September 25, 2009, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated and combined financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

As discussed in Note 1 to the consolidated and combined financial statements, prior to its separation from Tyco International Ltd. ("Tyco International"), the Company was comprised of the assets and liabilities used in managing and operating the electronics businesses of Tyco International. The combined financial statements also included allocations of corporate overhead, net class action settlement costs, net interest expense, and other expenses from Tyco International. These allocations may not be reflective of the actual level of costs which would have been incurred had the Company operated as a separate entity apart from Tyco International.

As discussed in Note 18 to the consolidated and combined financial statements, in fiscal 2008, the Company adopted the Financial Accounting Standards Board ("FASB")-issued guidance in Accounting Standards Codification ("ASC") 740 (Income Taxes) relating to the accounting for uncertainties in income taxes.

As discussed in Note 12 to the consolidated and combined financial statements, in connection with its separation from Tyco International, the Company entered into certain guarantee commitments with Tyco International and Covidien plc and has recorded the fair value of these guarantees.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of September 25, 2009, based on the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated November 18, 2009 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania
November 18, 2009

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Tyco Electronics Ltd.:

We have audited Tyco Electronics Ltd. and subsidiaries' (the "Company's") internal control over financial reporting as of September 25, 2009, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on that risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 25, 2009, based on the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated and combined financial statements and financial statement schedule of the Company as of and for the year ended September 25, 2009, and our report dated November 18, 2009 expressed an unqualified opinion on those consolidated and combined financial statements and financial statement schedule.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania
November 18, 2009

TYCO ELECTRONICS LTD.

CONSOLIDATED AND COMBINED STATEMENTS OF OPERATIONS

Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

	Fiscal		
	2009	2008	2007
	(in millions, except per share data)		
Net sales	\$ 10,256	\$ 14,373	\$ 12,574
Cost of sales	7,720	10,200	8,855
Gross income	2,536	4,173	3,719
Selling, general, and administrative expenses	1,408	1,573	1,509
Research, development, and engineering expenses	536	593	532
Pre-Separation litigation charges, net	144	22	887
Separation costs	—	—	44
Restructuring and other charges, net	375	219	92
Impairment of goodwill	3,547	103	—
Operating income (loss)	(3,474)	1,663	655
Interest income	17	32	53
Interest expense	(165)	(190)	(232)
Other income (expense), net	(48)	567	(219)
Income (loss) from continuing operations before income taxes and minority interest	(3,670)	2,072	257
Income tax (expense) benefit	576	(540)	(465)
Minority interest	(6)	(5)	(6)
Income (loss) from continuing operations	(3,100)	1,527	(214)
Income (loss) from discontinued operations, net of income taxes	(156)	255	(340)
Net income (loss)	\$ (3,256)	\$ 1,782	\$ (554)
Basic earnings (loss) per share:			
Income (loss) from continuing operations	\$ (6.75)	\$ 3.16	\$ (0.43)
Income (loss) from discontinued operations	(0.34)	0.53	(0.68)
Net income (loss)	\$ (7.09)	\$ 3.69	\$ (1.11)
Diluted earnings (loss) per share:			
Income (loss) from continuing operations	\$ (6.75)	\$ 3.14	\$ (0.43)

operations			
Income (loss)			
from			
discontinued			
operations	(0.34)	0.53	(0.68)
Net income (loss)	\$ (7.09)	\$ 3.67	\$ (1.11)

**Weighted-average
number of shares
outstanding:**

Basic	459	483	497
Diluted	459	486	497

See Notes to Consolidated and Combined Financial Statements.

TYCO ELECTRONICS LTD.
CONSOLIDATED BALANCE SHEETS
As of September 25, 2009 and September 26, 2008

	Fiscal	
	2009	2008
	(in millions, except share data)	
Assets		
Current Assets:		
Cash and cash equivalents	\$ 1,521	\$ 1,090
Accounts receivable, net of allowance for doubtful accounts of \$48 and \$40, respectively	1,975	2,656
Inventories	1,435	2,159
Prepaid expenses and other current assets	487	756
Deferred income taxes	161	204
Assets held for sale	—	770
Total current assets	5,579	7,635
Property, plant, and equipment, net	3,111	3,342
Goodwill	3,160	6,749
Intangible assets, net	407	454
Deferred income taxes	2,518	1,915
Receivable from Tyco International Ltd. and Covidien plc	1,211	1,218
Other assets	234	287
Total Assets	\$ 16,220	\$ 21,600
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current maturities of long-term debt	\$ 101	\$ 20
Accounts payable	1,068	1,433
Accrued and other current liabilities	1,243	1,558
Deferred revenue	203	207
Liabilities held for sale	—	169
Total current liabilities	2,615	3,387
Long-term debt	2,316	3,161
Long-term pension and postretirement liabilities	1,129	721
Deferred income taxes	188	289
Income taxes	2,312	2,291
Other liabilities	634	668
Total Liabilities	9,194	10,517
Commitments and contingencies (Note 15)		
Minority interest	10	10
Shareholders' Equity:		
Preferred shares, none at September 25, 2009; 125,000,000 shares authorized and none outstanding, \$0.20 par value, at September 26, 2008	—	—
Common shares, 468,215,574 shares authorized and issued, CHF 2.43 par value, at September 25, 2009; 1,000,000,000 shares authorized and 500,241,706 shares issued, \$0.20 par value, at September 26, 2008	1,049	100
Capital in excess:		
Share premium	—	61
Contributed surplus	8,135	10,106
Accumulated earnings (deficit)	(2,274)	1,141
	(349)	(1,264)

Treasury shares, at cost, 9,425,172
shares at September 25, 2009;
36,904,702 shares at
September 26, 2008

Accumulated other comprehensive income	455	929
Total Shareholders' Equity	<u>7,016</u>	<u>11,073</u>
Total Liabilities and Shareholders' Equity	<u>\$ 16,220</u>	<u>\$ 21,600</u>

See Notes to Consolidated and Combined Financial Statements.

TYCO ELECTRONICS LTD.

CONSOLIDATED AND COMBINED STATEMENTS OF EQUITY

Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

	Common Shares		Treasury Shares		Share Premium	Contributed Surplus	Parent Company Investment	Accumulated Earnings (Deficit)	Accumulated Other Comprehensive Income	Total Equity
	Shares	Amount	Shares	Amount						
	(in millions)									
Balance at September 29, 2006	—	\$ —	—	\$ —	\$ —	\$ —	\$ 10,490	\$ —	\$ 670	\$11,160
Comprehensive income:										
Net income (loss)	—	—	—	—	—	—	(810)	256	—	(554)
Currency translation	—	—	—	—	—	—	—	—	453	453
Minimum pension liability, net of income taxes	—	—	—	—	—	—	—	—	207	207
Unrealized loss on cash flow hedge	—	—	—	—	—	—	—	—	(53)	(53)
Total comprehensive income										53
Adoption of funded status recognition provisions of ASC 715 (Compensation—Retirement Benefits), net of tax	—	—	—	—	—	—	—	—	(225)	(225)
Net transfers from former parent	—	—	—	—	—	—	848	—	—	848
Transfer of parent company investment to contributed surplus	—	—	—	—	—	10,528	(10,528)	—	—	—
Guarantees and shared tax liabilities to Tyco International and Covidien in accordance with the Tax Sharing Agreement	—	—	—	—	—	(296)	—	—	—	(296)
Due from Tyco International and Covidien in accordance with the Tax Sharing Agreement	—	—	—	—	—	844	—	—	—	844
Income tax liabilities assumed upon Separation	—	—	—	—	—	(1,091)	—	—	—	(1,091)
Issuance of common shares	497	99	—	—	—	—	—	—	—	99
Compensation expense, including charge related to Tyco International equity award conversion	—	—	—	—	—	44	—	—	—	44
Dividends declared	—	—	—	—	—	—	—	(70)	—	(70)
Exercise of share options	—	—	—	—	13	—	—	—	—	13
Repurchase of common shares	—	—	—	—	(2)	—	—	—	—	(2)
Balance at September 28, 2007	497	99	—	(2)	13	10,029	—	186	1,052	11,377
Adoption of uncertain tax position provisions of ASC 740 (Income Taxes)	—	—	—	—	—	—	—	(549)	—	(549)
Comprehensive income:										
Net income	—	—	—	—	—	—	—	1,782	—	1,782
Currency translation	—	—	—	—	—	—	—	—	(22)	(22)
Adjustments to unrecognized pension and postretirement benefit costs, net of income taxes	—	—	—	—	—	—	—	—	(107)	(107)
Gain on cash flow hedge	—	—	—	—	—	—	—	—	7	7
Unrealized loss on securities, net of income taxes	—	—	—	—	—	—	—	—	(1)	(1)
Total comprehensive income										1,659
Compensation expense	—	—	—	—	—	61	—	—	—	61
Dividends declared	—	—	—	—	—	—	—	(276)	—	(276)
Exercise of share options	3	1	—	7	48	—	—	(2)	—	54
Adjustment for pre-Separation tax matters	—	—	—	—	—	16	—	—	—	16
Repurchase of common shares	—	—	(37)	(1,269)	—	—	—	—	—	(1,269)
Balance at September 26, 2008	500	\$ 100	(37)	\$(1,264)	\$ 61	\$ 10,106	\$ —	\$ 1,141	\$ 929	\$11,073

TYCO ELECTRONICS LTD.

CONSOLIDATED AND COMBINED STATEMENTS OF EQUITY (Continued)

Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

	Common Shares		Treasury Shares		Share Premium	Contributed Surplus	Parent Company Investment	Accumulated Earnings (Deficit)	Accumulated Other Comprehensive Income	Total Equity
	Shares	Amount	Shares	Amount						
Balance at September 26, 2008	500	\$ 100	(37)	\$(1,264)	\$ 61	\$ 10,106	\$ —	\$ 1,141	\$ 929	\$ 11,073
Adoption of provisions of ASC 715-60 (Compensation—Retirement Benefits: Defined Benefit Plans—Other Postretirement) related to the accounting for collateral assignment split-dollar life insurance arrangements	—	—	—	—	—	—	—	(5)	—	(5)
Comprehensive loss:										
Net loss	—	—	—	—	—	—	—	(3,256)	—	(3,256)
Currency translation	—	—	—	—	—	—	—	—	(206)	(206)
Adjustments to unrecognized pension and postretirement benefit costs, including a gain of \$2 million related to adoption of measurement date provisions of ASC 715 (Compensation—Retirement Benefits), net of income taxes	—	—	—	—	—	—	—	—	(279)	(279)
Gain on cash flow hedge	—	—	—	—	—	—	—	—	11	11
Total comprehensive loss	—	—	—	—	—	—	—	—	—	(3,730)
Change of Domicile:										
Reverse share split and issuance of fully paid up shares	—	1,101	—	—	—	(1,101)	—	—	—	—
Cancellations of common shares held in treasury	(32)	(77)	32	1,018	—	(941)	—	—	—	—
Reallocation of share premium to contributed surplus	—	—	—	—	(61)	61	—	—	—	—
Adoption of measurement date provisions of ASC 715 (Compensation—Retirement Benefits), net of tax	—	—	—	—	—	—	—	(7)	—	(7)
Compensation expense	—	—	—	—	—	52	—	—	52	52
Dividends declared and distributions approved	—	(75)	—	2	—	—	—	(147)	—	(220)
Exercise of share options	—	—	—	1	—	—	—	—	—	1
Restricted share award vestings and other activity	—	2	19	—	—	(20)	—	—	—	(1)
Adjustment for pre-Separation tax matters	—	—	—	—	—	(22)	—	—	—	(22)
Repurchase of common shares	—	(6)	—	(125)	—	—	—	—	—	(125)
Balance at September 25, 2009	468	\$ 1,049	(9)	\$(389)	\$ —	\$ 8,135	\$ —	\$(2,274)	\$ 455	\$ 7,016

See Notes to Consolidated and Combined Financial Statements.

TYCO ELECTRONICS LTD.

CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS

Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

	Fiscal		
	2009	2008	2007
	(in millions)		
Cash Flows From Operating Activities:			
Net income (loss)	\$ (3,256)	\$ 1,782	\$ (554)
(Income) loss from discontinued operations, net of income taxes	156	(255)	340
Income (loss) from continuing operations	(3,100)	1,527	(214)
Adjustments to reconcile net cash provided by operating activities:			
Impairment of goodwill	3,547	103	—
Class action settlement	—	(936)	887
Non-cash restructuring and other charges, net	49	81	23
Depreciation and amortization	515	539	496
Deferred income taxes	(583)	164	144
Provision for losses on accounts receivable and inventory	74	42	74
Tax sharing income	68	(567)	(13)
Allocated loss on retirement of debt	—	—	232
Other	53	42	(12)
Changes in assets and liabilities, net of the effects of acquisitions and divestitures:			
Accounts receivable, net	651	(107)	(97)
Inventories	638	(221)	(76)
Inventoried costs on long-term contracts	(4)	(46)	16
Prepaid expenses and other current assets	184	56	(138)
Accounts payable	(420)	41	79
Accrued and other liabilities	(124)	120	108
Income taxes	(115)	18	(112)
Deferred revenue	(7)	120	34
Other	(48)	(54)	16
Net cash provided by (used in) continuing operating activities	1,378	922	1,447
Net cash provided by (used in) discontinued operating activities	(49)	67	78
Net cash provided by (used in) operating activities	1,329	989	1,525
Cash Flows From Investing Activities:			
Capital expenditures	(328)	(610)	(863)
Proceeds from sale of property, plant, and equipment	13	42	41
Class action settlement escrow	—	936	(928)
Proceeds from divestiture of discontinued operations, net of cash retained by operations sold	693	571	227
Proceeds from divestiture of businesses, net of cash retained by businesses sold	17	—	—
Other	(1)	(29)	(3)
Net cash provided by (used in) continuing investing activities	394	910	(1,526)
Net cash provided by (used in) discontinued investing activities	(3)	(15)	(2)
Net cash provided by (used in) investing activities	391	895	(1,528)

Cash Flows From Financing Activities:			
Net (decrease) increase in commercial paper	(649)	630	—
Proceeds from long-term debt	448	900	5,676
Repayment of long-term debt	(602)	(1,751)	(2,455)
Allocated debt activity	—	—	(3,743)
Net transactions with former parent	—	—	1,112
Repurchase of common shares	(152)	(1,242)	—
Payment of common share dividends and cash distributions to shareholders	(294)	(271)	—
Proceeds from exercise of share options	1	54	13
Transfers (to) from discontinued operations	(56)	5	(84)
Minority interest distributions paid	(5)	(11)	(7)
Other	(1)	(1)	(8)
Net cash provided by (used in) continuing financing activities	(1,310)	(1,687)	504
Net cash provided by (used in) discontinued financing activities	56	(52)	(73)
Net cash provided by (used in) financing activities	(1,254)	(1,739)	431
Effect of currency translation on cash	(31)	1	46
Net increase (decrease) in cash and cash equivalents	435	146	474
Less: net (increase) decrease in cash and cash equivalents related to discontinued operations	(4)	—	(3)
Cash and cash equivalents at beginning of fiscal year	1,090	944	473
Cash and cash equivalents at end of fiscal year	\$ 1,521	\$ 1,090	\$ 944
Supplementary Cash Flow Information:			
Interest paid	\$ 163	\$ 100	\$ 231
Income taxes paid, net of refunds	121	359	446

See Notes to Consolidated and Combined Financial Statements.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS

1. Basis of Presentation

Tyco Electronics Ltd. ("Tyco Electronics" or the "Company") is a leading global provider of engineered electronic components, network solutions, specialty products, and undersea telecommunication systems.

Change of Domicile

Effective June 25, 2009, the Company discontinued its existence as a Bermuda company as provided in Section 132G of The Companies Act of 1981 of Bermuda, as amended (the "Bermuda Companies Act"), and, in accordance with article 161 of the Swiss Federal Code on International Private Law, continued its existence as a Swiss corporation under articles 620 et seq. of the Swiss Code of Obligations (the "Change of Domicile"). The rights of holders of the Company's shares are now governed by Swiss law, the Company's Swiss articles of association, and the Company's Swiss organizational regulations.

The Separation

Effective June 29, 2007, the Company became the parent company of the former electronics businesses of Tyco International Ltd. ("Tyco International"). On June 29, 2007, Tyco International distributed all of its shares of Tyco Electronics, as well as its shares of its former healthcare businesses ("Covidien"), to its common shareholders (the "Separation").

Basis of Presentation

The accompanying Consolidated and Combined Financial Statements reflect the consolidated operations of Tyco Electronics Ltd. and its subsidiaries as an independent, publicly-traded company subsequent to the Separation and a combined reporting entity comprising the assets and liabilities used in managing and operating the electronics businesses of Tyco International, including Tyco Electronics Ltd., for the period prior to the Separation.

The Consolidated and Combined Financial Statements have been prepared in United States Dollars, in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The preparation of the Consolidated and Combined Financial Statements in conformity with GAAP requires management to make use of estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Significant estimates in these Consolidated and Combined Financial Statements include restructuring and other charges, acquisition liabilities, allowances for doubtful accounts receivable, estimates of future cash flows associated with asset impairments, useful lives for depreciation and amortization, loss contingencies, net realizable value of inventories, estimated contract revenue and related costs, legal contingencies, tax reserves and deferred tax asset valuation allowances, and the determination of discount and other rate assumptions for pension and postretirement employee benefit expenses. Actual results could differ materially from these estimates.

The Consolidated and Combined Financial Statements for the period prior to the Separation may not be indicative of the Company's future performance and do not necessarily reflect what its consolidated and combined results of operations, financial position, and cash flows would have been had it operated as an independent, publicly-traded company prior to June 29, 2007. To the extent that an asset, liability, revenue, or expense is directly associated with the Company, it is reflected in the accompanying Consolidated and Combined Financial Statements. Certain general corporate overhead, net class action settlement costs, net interest expense, and other expenses for the period prior to the

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

1. Basis of Presentation (Continued)

Separation were allocated by Tyco International to the Company. Management believes such allocations were reasonable; however, they may not be indicative of the actual results of the Company had the Company been operating as an independent, publicly-traded company for the period prior to the Separation. See Note 17 for further information regarding allocations.

Description of the Business

The Company consists of four reportable segments:

- *Electronic Components.* The Electronic Components segment is one of the world's largest suppliers of passive electronic components, which includes connectors and interconnect systems, relays, switches, sensors, and wire and cable. The products sold by the Electronic Components segment are sold primarily to original equipment manufacturers and their contract manufacturers in the automotive, computer, communications, industrial, appliance, and consumer electronics markets.
- *Network Solutions.* The Network Solutions segment is one of the world's largest suppliers of infrastructure components and systems for telecommunications and energy markets. These components include connectors, above-and below-ground enclosures, heat shrink tubing, cable accessories, surge arrestors, fiber optic cabling, copper cabling, and racks for copper and fiber networks. This segment also provides electronic systems for test access and intelligent cross-connect applications as well as integrated cabling solutions for cabling and building management.
- *Specialty Products.* The Specialty Products segment is a leader in providing highly-engineered custom solutions, components, and connectors for electronic systems, subsystems, and devices in the aerospace, defense, and marine; touch systems; medical; and circuit protection markets.
- *Undersea Telecommunications.* The Undersea Telecommunications segment designs, builds, maintains, and tests undersea fiber optic networks for both the telecommunications and oil and gas markets.

Principles of Consolidation

The Company consolidates entities in which it owns or controls more than fifty percent of the voting shares or otherwise has the ability to control through similar rights. In addition, the Company consolidates variable interest entities in which the Company bears a majority of the risk to the entities' expected losses or stands to gain from a majority of the entities' expected returns. All intercompany transactions have been eliminated. The results of companies acquired or disposed of are included on the Consolidated and Combined Financial Statements from the effective date of acquisition or up to the date of disposal.

Fiscal Year

Unless otherwise indicated, references in the Consolidated and Combined Financial Statements to fiscal 2009, fiscal 2008, and fiscal 2007 are to Tyco Electronics' fiscal years ended September 25, 2009, September 26, 2008, and September 28, 2007. Tyco Electronics' fiscal year is a "52-53 week" year ending on the last Friday of September, such that each quarterly period is 13 weeks in length. For fiscal years in which there are 53 weeks, the fourth quarter reporting period will include 14 weeks, with the first such occurrence taking place in fiscal 2011.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

1. Basis of Presentation (Continued)

Reclassifications

During fiscal 2009, the Company reclassified certain expenses on its Consolidated and Combined Statements of Operations. Research, development, and engineering expenses, which were previously classified as cost of sales, are separately presented on the Consolidated and Combined Statements of Operations. Intangible asset amortization expense, which was previously reflected in selling, general, and administrative expenses, is now presented in cost of sales. Also, impairment of long-lived assets which was previously presented in impairment of goodwill and long-lived assets is now reflected in restructuring and other charges, net.

Research, development, and engineering expenses were \$536 million, \$593 million, and \$532 million in fiscal 2009, 2008, and 2007, respectively. Intangible asset amortization expense in fiscal 2009, 2008, and 2007 was \$31 million, \$33 million, and \$32 million, respectively. Impairment of long-lived assets was \$14 million and \$34 million in fiscal 2009 and 2008, respectively. The reclassifications had no impact on previously reported operating income (loss), net income (loss), or earnings (loss) per share. All prior periods have been reclassified to conform to the current presentation.

2. Summary of Significant Accounting Policies

Revenue Recognition

The Company's revenues are generated principally from the sale of its products. Revenue from the sale of products is recognized at the time title and the risks and rewards of ownership pass to the customer. This generally occurs when the products reach the free-on-board shipping point, the sales price is fixed and determinable, and collection is reasonably assured. For those items where title has not yet transferred, the Company has deferred the recognition of revenue.

The Company provides certain distributors with an inventory allowance for returns or scrap equal to a percentage of qualified purchases. A reserve for estimated scrap and returns allowances is established at the time of the sale based on a fixed percentage of sales to distributors authorized and agreed to by the Company and is recorded as a reduction of sales.

Other allowances include customer quantity and price discrepancies. A reserve for other allowances is established at the time of sale based on historical experience and is recorded as a reduction of sales. The Company believes it can reasonably and reliably estimate the amounts of future allowances.

Contract sales for construction related projects are recorded primarily on the percentage-of-completion method. Profits recognized on contracts in process are based upon estimated contract revenue and related cost to complete. Percentage-of-completion is measured based on the ratio of actual costs incurred to total estimated costs. Revisions in cost estimates as contracts progress have the effect of increasing or decreasing profits in the current period. Provisions for anticipated losses are made in the period in which they first become determinable. Contract sales for construction related projects are generated primarily within the Company's Undersea Telecommunications segment.

The Company generally warrants that its products will conform to the Company's or mutually agreed to specifications and that its products will be free from material defects in materials and workmanship for a limited time. The Company limits its warranty to the replacement or repair of

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

2. Summary of Significant Accounting Policies (Continued)

defective parts or a refund or credit of the price of the defective product. The Company accepts returned goods only when the customer makes a verified claim and the Company has authorized the return. Returns result primarily from defective products or shipping discrepancies. A reserve for estimated returns is established at the time of sale based on historical return experience and is recorded as a reduction of sales.

Additionally, certain of the Company's long-term contracts in its Undersea Telecommunications segment have warranty obligations. Estimated warranty costs for each contract are determined based on the contract terms and technology-specific considerations. These costs are included in total estimated contract costs and are accrued over the construction period of the respective contracts under percentage-of-completion accounting.

Research and Development

Research and development expenditures are expensed when incurred and are included in research, development, and engineering expenses. Research and development expenses include salaries, direct costs incurred, and building and overhead expenses. The amounts expensed in fiscal 2009, 2008, and 2007 were \$439 million, \$482 million, and \$428 million, respectively.

Cash and Cash Equivalents

All highly liquid investments purchased with maturities of three months or less from the time of purchase are considered to be cash equivalents.

Allowance for Doubtful Accounts

The allowance for doubtful accounts receivable reflects the best estimate of probable losses inherent in the Company's outstanding receivables determined on the basis of historical experience, specific allowances for known troubled accounts, and other currently available evidence.

Inventories

Inventories are recorded at the lower of cost (first-in, first-out) or market value, except for inventoried costs which are costs incurred in the performance of long-term contracts primarily by the Company's Undersea Telecommunications segment.

Property, Plant, and Equipment, Net and Long-Lived Assets

Net property, plant, and equipment is recorded at cost less accumulated depreciation. Maintenance and repair expenditures are charged to expense when incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

Buildings and related improvements	5 to 40 years Lesser of remaining term of the lease or economic useful life
Leasehold improvements	
Machinery and equipment	1 to 15 years

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

2. Summary of Significant Accounting Policies (Continued)

The Company periodically evaluates the net realizable value of long-lived assets, including property, plant, and equipment and amortizable intangible assets, relying on a number of factors including operating results, business plans, economic projections, and anticipated future cash flows. When indicators of potential impairment are present, the carrying values of the assets are evaluated in relation to the operating performance and estimated future undiscounted cash flows of the underlying business. An impairment in the carrying value of an asset group is recognized whenever anticipated future undiscounted cash flows from an asset group are estimated to be less than its carrying value. The amount of impairment recognized is the difference between the carrying value of the asset and its fair value. Fair value estimates are based on assumptions concerning the amount and timing of estimated future cash flows and assumed discount rates, reflecting varying degrees of perceived risk.

Goodwill and Other Intangible Assets

Intangible assets acquired include both those that have a determinable life and residual goodwill. Intangible assets with a determinable life include primarily intellectual property consisting of patents, trademarks, and unpatented technology with estimates of recoverability ranging from 1 to 50 years that are amortized on a straight-line basis. See Note 9 for additional information regarding intangible assets. An evaluation of the remaining useful life of intangible assets with a determinable life is performed on a periodic basis and when events and circumstances warrant an evaluation. The Company assesses intangible assets with a determinable life for impairment consistent with its policy for assessing other long-lived assets. Goodwill is assessed for impairment separately from other intangible assets with a determinable life by comparing the carrying value of each reporting unit to its fair value on the first day of the fourth quarter of each year or whenever the Company believes a triggering event requiring a more frequent assessment has occurred. In making this assessment, management relies on a number of factors including operating results, business plans, economic projections, anticipated future cash flows, transactions, and market place data. There are inherent uncertainties related to these factors and management's judgment in applying them to the analysis of goodwill impairment.

At fiscal year end 2009, the Company had 9 reporting units, of which 7 contained goodwill. See Note 8 for information regarding goodwill impairment testing. When changes occur in the composition of one or more operating segments or reporting units, goodwill is reassigned to the reporting units affected based on their relative fair values.

When testing for goodwill impairment, the Company performs a step I goodwill impairment test to identify a potential impairment. In doing so, the Company compares the fair value of a reporting unit with its carrying amount. If the carrying amount of a reporting unit exceeds its fair value, goodwill may be impaired and a step II goodwill impairment test is performed to measure the amount of any impairment loss. In the step II goodwill impairment test, the Company compares the implied fair value of reporting unit goodwill with the carrying amount of that goodwill. If the carrying amount of reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to the excess. The implied fair value of goodwill is determined in the same manner that the amount of goodwill recognized in a business combination is determined. The Company allocates the fair value of a reporting unit to all of the assets and liabilities of that unit, including intangible assets, as if the reporting unit had been acquired in a business combination. Any excess of the value of a reporting unit over the amounts assigned to its assets and liabilities is the implied fair value of goodwill.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

2. Summary of Significant Accounting Policies (Continued)

Estimates about fair value used in the step I goodwill impairment tests have been calculated using an income approach based on the present value of future cash flows of each reporting unit. The income approach has been supported by additional transaction and guideline analyses. These approaches incorporate a number of assumptions including future growth rates, discount factors, and income tax rates in assessing fair value. Changes in economic and operating conditions impacting these assumptions could result in goodwill impairments in future periods.

Income Taxes

Income taxes are computed in accordance with the provisions of Accounting Standards Codification 740 (Income Taxes). In these Consolidated and Combined Financial Statements, the benefits of a consolidated return have been reflected where such returns have or could be filed based on the entities and jurisdictions included in the financial statements. Deferred tax liabilities and assets are recognized for the expected future tax consequences of events that have been reflected on the Consolidated and Combined Financial Statements. Deferred tax liabilities and assets are determined based on the differences between the book and tax bases of particular assets and liabilities and operating loss carryforwards using tax rates in effect for the years in which the differences are expected to reverse. A valuation allowance is provided to offset deferred tax assets if, based upon the available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Financial Instruments

In order to address certain financial exposures, the Company has established policies regarding the use of derivative financial instruments. The Company currently enters into foreign exchange forward and swap contracts to reduce the effects of fluctuating foreign exchange rates and forward contracts to reduce the effects of commodity price fluctuations. Also, the Company has designated certain intercompany non-derivative financial instruments denominated in foreign currencies as a hedge of its net investments in certain foreign operations denominated in the same foreign currencies.

All derivative financial instruments are reported on the Consolidated Balance Sheets at fair value. Changes in the fair value of derivative instruments that are not designated as either cash flow or fair value hedges are recognized currently in earnings in selling, general, and administrative expenses on the Consolidated and Combined Statements of Operations. Changes in the fair value of derivative instruments designated as fair value hedges affect the carrying value of the asset or liability hedged, with changes in both the derivative instrument and the hedged asset or liability being recognized in earnings. Changes in the fair value of derivative instruments designated as cash flow hedges are reflected in other comprehensive income, a component of equity, to the extent that they are deemed effective. Effectiveness of cash flow hedges is measured quarterly and any changes in fair value that are determined to be ineffective are recognized currently in earnings in either cost of sales or selling, general, and administrative expenses. The remeasurement of the intercompany non-derivative financial instruments designated as a hedge of the Company's net investment in foreign operations is recorded in cumulative translation adjustment in accumulated other comprehensive income on the Consolidated Balance Sheets offsetting the change in cumulative translation adjustment attributable to the Company's net investments in certain foreign operations.

The Company determines the fair value of its financial instruments by using methods and assumptions that are based on market conditions and risks existing at each balance sheet date.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

2. Summary of Significant Accounting Policies (Continued)

Standard market conventions are used to determine the fair value of financial instruments, including derivatives.

Share-Based Compensation

Under Accounting Standards Codification 718 (Compensation—Stock Compensation), the Company determines the fair value of share awards on the date of grant. Share options are valued using the Black-Scholes-Merton valuation model; restricted share awards are valued using the end-of-day share price of Tyco Electronics on the date of grant. That fair value is expensed ratably over the expected service period, with an allowance made for estimated forfeitures based on historical employee activity. See Note 23 for additional information related to the Company's share-based compensation.

Currency Translation

For the Company's non-U.S. Dollar functional currency subsidiaries, assets and liabilities are translated into U.S. Dollars using year-end exchange rates. Sales and expenses are translated at the average exchange rates in effect during the year. Foreign currency translation gains and losses are included as a component of accumulated other comprehensive income within equity.

Gains and losses resulting from foreign currency transactions, which are included in net income (loss), were \$71 million of losses during fiscal 2009 and immaterial amounts in fiscal 2008 and 2007.

Recently Adopted Accounting Pronouncements

In June 2009, the Financial Accounting Standards Board ("FASB") issued the Accounting Standards Codification ("ASC") to serve as the single source of authoritative GAAP. The Company adopted the ASC in the fourth quarter of fiscal 2009. Adoption did not have an impact on its Consolidated and Combined Financial Statements.

In May 2009, the FASB issued guidance in ASC 855 (Subsequent Events). ASC 855 establishes general standards for accounting and disclosure of events occurring subsequent to the balance sheet date but prior to issuance of the financial statements. The Company adopted ASC 855 in the third quarter of fiscal 2009. See Note 26 for the required disclosures related to subsequent events.

In March 2008, the FASB issued updates to guidance in ASC 815 (Derivatives and Hedging), amending and expanding the disclosure requirements related to the use of derivative instruments and hedging activities to provide improved transparency into the uses and financial statement impact of derivative instruments and hedging activities. The new disclosure provisions of ASC 815 were adopted by the Company in the second quarter of fiscal 2009. See Note 13 for the required disclosures related to derivative instruments and hedging activities.

In March 2007, the FASB issued guidance in ASC 715-60 (Compensation—Retirement Benefits: Defined Benefit Plans—Other Postretirement) related to the accounting for collateral assignment split-dollar life insurance arrangements. The Company adopted the guidance in ASC 715-60 in the first quarter of fiscal 2009. Accordingly, the Company recognized accrued and other current liabilities of \$1 million and other liabilities of \$4 million on its Consolidated Balance Sheet at the beginning of the first quarter of fiscal 2009 with a corresponding decrease in the opening balance of accumulated deficit of \$5 million.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

2. Summary of Significant Accounting Policies (Continued)

In September 2006, the FASB issued guidance in ASC 820 (Fair Value Measurements and Disclosures) that defines fair value, establishes a framework for measuring fair value, expands disclosure about fair value measurements, and introduces the fair value option for certain financial assets and liabilities. ASC 820 was adopted by the Company in the first quarter of fiscal 2009. The Company did not elect to value any existing assets or liabilities at fair value upon adoption, nor did it apply the fair value option to any eligible assets acquired or liabilities incurred during the quarter. The Company will adopt the non-financial asset and liability fair value provisions in fiscal 2010. See Note 16 for additional information related to fair value measurements.

In September 2006, the FASB issued guidance in ASC 715 (Compensation—Retirement Benefits) that requires that employers recognize the funded status of defined benefit pension and other postretirement benefit plans as a net asset or liability on the balance sheet and recognize as a component of other comprehensive income, net of tax, the gains or losses and prior service costs or credits that arise during the period but are not recognized as a component of net periodic benefit cost. Under ASC 715, companies are required to measure plan assets and benefit obligations as of their fiscal year end. The Company adopted the presentation requirements of ASC 715 on September 28, 2007 and the measurement date provisions in the fourth quarter of fiscal 2009. As a result of the change in measurement date, the Company recorded a charge of \$7 million to accumulated deficit. See Note 14 for additional information related to the change in measurement date provisions.

Recently Issued Accounting Pronouncements

In June 2009, the FASB issued updates to guidance in ASC 810 (Consolidation) that address accounting for variable interest entities. These updates to ASC 810 are effective for the Company in the first quarter of fiscal 2011. The Company is currently assessing the impact that adoption will have on its results of operations, financial position, or cash flows.

In April 2009 and December 2007, the FASB issued guidance in ASC 805 (Business Combinations). ASC 805 addresses the recognition and accounting for identifiable assets acquired, liabilities assumed, and noncontrolling interests in business combinations. ASC 805 is effective for the Company in the first quarter of fiscal 2010. Adoption is not expected to have a material impact on the Company's results of operations, financial position, or cash flows.

In December 2008, the FASB issued updates to the guidance in ASC 715 (Compensation—Retirement Benefits) that enhance disclosures regarding assets in defined benefit pension or other postretirement plans. The updates to ASC 715 are effective for the Company in the fourth quarter of fiscal 2010. The Company is currently assessing the impact that adoption will have on its Consolidated and Combined Financial Statements.

In December 2007, the FASB issued updates to guidance in ASC 810 (Consolidation) that address the accounting and reporting framework for minority interests by a parent company. These updates to ASC 810 are effective for the Company in the first quarter of fiscal 2010. Adoption is not expected to have a material impact on the Company's results of operations, financial position, or cash flows.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

3. Separation Costs

In connection with the Separation, the Company incurred costs of \$44 million in fiscal 2007, primarily related to employee costs, including non-cash compensation expense of \$11 million related to the modification of share option awards at Separation and \$12 million related to the acceleration of restricted share award vesting as a result of Separation. See Note 23 for further information on the conversion of Tyco International share option awards into Tyco Electronics share option awards.

4. Restructuring and Other Charges, Net

Restructuring and other charges, net consisted of the following during fiscal 2009, 2008, and 2007:

	Fiscal		
	2009	2008	2007
	(in millions)		
Restructuring and related charges, net	\$ 354	\$ 185	\$ 92
Loss on divestiture	7	—	—
Impairment of long-lived assets	14	34	—
	<u>\$ 375</u>	<u>\$ 219</u>	<u>\$ 92</u>

Restructuring and Related Charges, Net

Charges to operations by segment during fiscal 2009, 2008, and 2007 were as follows:

	Fiscal		
	2009	2008	2007
	(in millions)		
Electronic Components	\$ 269	\$ 164	\$ 52
Network Solutions	44	22	36
Specialty Products	31	3	4
Undersea			
Telecommunications	8	5	5
	<u>352</u>	<u>194</u>	<u>97</u>
Less: (charges) credits in cost of sales	<u>2</u>	<u>(9)</u>	<u>(5)</u>
Restructuring and related charges, net	<u>\$ 354</u>	<u>\$ 185</u>	<u>\$ 92</u>

Amounts recognized on the Consolidated and Combined Statements of Operations during fiscal 2009, 2008, and 2007 were as follows:

	Fiscal		
	2009	2008	2007
	(in millions)		
Cash charges	\$ 317	\$ 147	\$ 74
Non-cash charges	35	47	23
	<u>352</u>	<u>194</u>	<u>97</u>
Less: (charges) credits in cost of sales	<u>2</u>	<u>(9)</u>	<u>(5)</u>
Restructuring and related charges, net	<u>\$ 354</u>	<u>\$ 185</u>	<u>\$ 92</u>

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

4. Restructuring and Other Charges, Net (Continued)

Restructuring and Related Cash Charges

Activity in the Company's restructuring reserves during fiscal 2009, 2008, and 2007 is summarized as follows:

	Balance at Beginning of Year	Charges	Utilization	Changes in Estimate	Currency Translation and Other	Balance at End of Year
(in millions)						
Fiscal 2009 Activity:						
Fiscal 2009						
Actions						
Employee severance	\$ —	\$ 247	\$ (138)	\$ (3)	\$ 10	\$ 116
Facilities exit costs	—	6	(3)	—	—	3
Other	—	5	(4)	—	—	1
Total	—	258	(145)	(3)	10	120
Fiscal 2008						
Actions						
Employee severance	118	—	(58)	31	(2)	89
Facilities exit costs	—	8	(5)	—	(1)	2
Other	2	12	(6)	—	(1)	7
Total	120	20	(69)	31	(4)	98
Fiscal 2007						
Actions						
Employee severance	31	—	(22)	(4)	(3)	2
Facilities exit costs	2	5	(5)	—	—	2
Other	2	3	(4)	—	—	1
Total	35	8	(31)	(4)	(3)	5
Pre-Fiscal 2007						
Actions						
Facilities exit costs	56	7	(15)	—	(1)	47
Total fiscal 2009 activity	\$ 211	\$ 293	\$ (260)	\$ 24	\$ 2	\$ 270

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

4. Restructuring and Other Charges, Net (Continued)

	Balance at Beginning of Year	Charges	Utilization	Changes in Estimate	Currency Translation and Other	Balance at End of Year
(in millions)						
Fiscal 2008 Activity:						
Fiscal 2008						
Actions						
Employee severance	\$ —	\$ 125	\$ (7)	\$ —	\$ —	\$ 118
Facilities exit costs	—	1	(1)	—	—	—
Other	—	4	(2)	—	—	2
Total	—	130	(10)	—	—	120
Fiscal 2007						
Actions						
Employee severance	62	—	(39)	(1)	9	31
Facilities exit costs	1	6	(6)	1	—	2
Other	1	6	(5)	—	—	2
Total	64	12	(50)	—	9	35
Pre-Fiscal 2007						
Actions						
Facilities exit costs	64	4	(16)	1	3	56
Total fiscal 2008 activity	\$ 128	\$ 146	\$ (76)	\$ 1	\$ 12	\$ 211
Fiscal 2007 Activity:						
Fiscal 2007						
Actions						
Employee severance	\$ —	\$ 66	\$ (3)	\$ —	\$ (1)	\$ 62
Facilities exit costs	—	1	(1)	—	1	1
Other	—	2	(1)	—	—	1
Total	—	69	(5)	—	—	64
Pre-Fiscal 2007						
Actions						
Employee severance	2	—	(2)	—	—	—
Facilities exit costs	66	5	(16)	—	9	64
Total	68	5	(18)	—	9	64
Total fiscal 2007 activity	\$ 68	\$ 74	\$ (23)	\$ —	\$ 9 ⁽¹⁾	\$ 128

(1) During fiscal 2007, the Printed Circuit Group business was sold and \$8 million of restructuring liabilities were retained by the Company. See Note 5 for additional information regarding the divestiture of the Printed Circuit Group business.

Fiscal 2009 Actions

The Company initiated restructuring programs during fiscal 2009 primarily relating to headcount reductions and manufacturing site closures in the Electronic Components, Network Solutions, and Specialty Products segments. In connection with these actions, during fiscal 2009, the Company recorded restructuring charges of \$255 million primarily related to employee severance and benefits. The Company expects to complete all restructuring activities commenced in fiscal 2009 by the end of fiscal 2011 and to incur additional charges, primarily in the Electronic Components segment, of approximately \$20 million relating to these initiated actions by completion.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

4. Restructuring and Other Charges, Net (Continued)

Fiscal 2008 Actions

The Company initiated restructuring programs during fiscal 2008 primarily relating to the migration of product lines to lower-cost countries and the exit of certain manufacturing operations in the Electronic Components and Network Solutions segments. In connection with these actions, during fiscal 2009, the Company recorded restructuring charges of \$51 million, primarily related to employee severance and benefits, including \$31 million of changes in estimate primarily associated with the exit of a European manufacturing operation in the Electronic Components segment. During fiscal 2008, the Company recorded restructuring charges of \$130 million, primarily related to employee severance and benefits. The Company expects to complete all restructuring activities commenced in fiscal 2008 by the end of fiscal 2010 and to incur additional charges, primarily in the Electronic Components segment, of approximately \$10 million relating to these initiated actions by completion.

Fiscal 2007 Actions

Fiscal 2007 actions included the migration of product lines to lower-cost countries and the exit of manufacturing operations in the Electronic Components and Network Solutions segments and the rationalization of a product line in the Wireless Systems segment. In connection with these actions, during fiscal 2009, 2008, and 2007, the Company recorded restructuring charges of \$4 million, \$12 million, and \$69 million, respectively, primarily related to employee severance and benefits. As of fiscal year end 2009, all actions under these plans are complete.

Pre-Fiscal 2007 Actions

During fiscal 2002, the Company recorded restructuring charges of \$779 million primarily related to a significant downturn in the telecommunications industry and certain other end markets. These actions have been completed. As of fiscal year end 2009, the remaining restructuring reserves related to the fiscal 2002 actions were \$47 million, relating to exited lease facilities. During fiscal 2009, 2008, and 2007 the Company recorded restructuring charges of \$7 million, \$4 million, and \$5 million, respectively, for interest accretion on these reserves. The Company expects that its remaining reserves will continue to be paid out over the expected terms of the obligations which range from one to fifteen years.

Restructuring and Related Non-Cash Charges and Credits

During fiscal 2009, the Company recorded non-cash charges of \$35 million primarily related to the impairment of fixed assets in connection with exited manufacturing facilities and product lines.

During fiscal 2008, the Company recorded non-cash charges of \$38 million primarily related to fixed assets and intangibles in connection with exited manufacturing facilities and product lines. Also, the Company recorded non-cash charges of \$9 million in cost of goods sold for write-downs in carrying value of inventory related to exited product lines in fiscal 2008.

During fiscal 2007, the Company recorded non-cash charges of \$18 million primarily related to fixed assets in connection with exited manufacturing operations and \$5 million in cost of goods sold for write-downs in carrying value of inventory related to exited product lines.

TYCO ELECTRONICS LTD.**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)****4. Restructuring and Other Charges, Net (Continued)*****Total Restructuring Reserves***

The Company's restructuring reserves by segment at fiscal year end 2009 and 2008 were as follows:

	Fiscal	
	2009	2008
	(in millions)	
Electronic Components	\$ 186	\$ 121
Network Solutions	27	33
Specialty Products	9	3
Undersea		
Telecommunications	48	54
Restructuring reserves	\$ 270	\$ 211

At fiscal year end 2009 and 2008, restructuring reserves were included on the Consolidated Balance Sheets as follows:

	Fiscal	
	2009	2008
	(in millions)	
Accrued and other		
current liabilities	\$ 231	\$ 131
Other liabilities	39	80
Restructuring reserves	\$ 270	\$ 211

Loss on Divestiture

During fiscal 2009, the Company recorded a pre-tax loss on divestiture of \$7 million related to the sale of the Battery Systems business. The Battery Systems business, which was part of the Electronic Components segment, was sold for net cash proceeds of \$14 million after working capital adjustments. The loss is reflected in restructuring and other charges, net on the Consolidated and Combined Statement of Operations. The Company has presented the loss on sale and the operations of the Battery Systems business in continuing operations due to immateriality.

Impairment of Long-Lived Assets

During fiscal 2009, the Company recorded long-lived asset impairment charges of \$14 million primarily related to the divestiture of the Dulmison connectors and fittings product line. During fiscal 2009, the Company's board of directors authorized management to pursue the divestiture of the product line within the Company's energy business in the Network Solutions segment. Based on an estimated sales price of \$16 million, the Company determined that the carrying value of the product line's assets and liabilities was in excess of its fair value. An impairment charge of \$12 million was recorded in fiscal 2009 to write the carrying value of the assets and liabilities down to fair value. The charge is presented in restructuring and other charges, net on the Consolidated and Combined Statement of Operations. The Dulmison connectors and fittings product line generated sales of \$53 million in fiscal 2009.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

4. Restructuring and Other Charges, Net (Continued)

During fiscal 2008, the Company's board of directors authorized management to proceed with strategic alternatives with respect to the Company's Battery Systems business. Based on a negotiated sales price of \$30 million, the Company determined that the carrying value of the Battery Systems business' assets and liabilities exceeded its fair value. Consequently, a pre-tax impairment charge of \$22 million was recorded in fiscal 2008 to write the carrying value of the assets and liabilities down to the fair value. The charge is presented in restructuring and other charges, net on the Consolidated and Combined Statement of Operations.

During fiscal 2008, the Company determined that the certain North American automotive customer-specific product lines in the Electronic Components segment were impaired due to declining future production expectations. The Company determined that an impairment test was necessary due to changes in the North American automotive industry. These asset groups were assessed for recoverability and impaired based on estimates of the asset group fair values. Using a discounted cash flows analysis, the Company determined that a pre-tax impairment charge of \$12 million was required to write the carrying value down to the fair value. The charge is presented in restructuring and other charges, net on the Consolidated and Combined Statement of Operations.

5. Discontinued Operations

During fiscal 2009, the Company entered into a definitive agreement to sell its Wireless Systems business. In May 2009, the Company completed the sale for \$664 million in net cash proceeds and recognized a pre-tax gain of \$59 million on this transaction.

In September 2008, the Company completed the sale of the Radio Frequency Components and Subsystem business for net cash proceeds of \$427 million and recorded a \$184 million pre-tax gain on the sale. In September 2008, the Company also completed the sale of the Automotive Radar Sensors business for net cash proceeds of \$42 million and recorded a \$31 million pre-tax gain on the sale. In fiscal 2009, the Company recorded an additional pre-tax gain on sale of \$4 million in connection with the finalization of working capital adjustments relating to the sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses. The total pre-tax gain on the sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses was \$187 million and \$32 million, respectively. Also during fiscal 2009, the Company received additional cash proceeds related to working capital of \$29 million in connection with the fiscal 2008 sale of the Radio Frequency Components and Subsystem and Automotive Radar Sensors businesses. The Consolidated Balance Sheet reflected the \$29 million in prepaid expenses and other current assets at September 26, 2008.

The divestiture of the Company's Power Systems business was authorized during fiscal 2007. As a result, the Company assessed Power Systems' assets for impairment and determined that the book value of the Power Systems business exceeded its estimated fair value. The Company recorded a \$585 million pre-tax impairment charge in fiscal 2007 in income (loss) from discontinued operations, net of income taxes on the Consolidated and Combined Statement of Operations. In fiscal 2008, the Company completed the sale of its Power Systems business for \$102 million in net cash proceeds and recorded a \$51 million pre-tax gain on the sale.

In fiscal 2007, the Company completed the sale of the Printed Circuit Group business for \$227 million in net cash proceeds and recorded a \$45 million pre-tax gain on the sale.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

5. Discontinued Operations (Continued)

The Wireless Systems, Radio Frequency Components and Subsystem, Automotive Radar Sensors, Power Systems, and Printed Circuit Group businesses met the held for sale and discontinued operations criteria and have been included in discontinued operations in all periods presented. Prior to reclassification to held for sale and discontinued operations, the Wireless Systems, Radio Frequency Components and Subsystem, and Automotive Radar Sensors businesses were components of the former Wireless Systems segment. Both the Power Systems and Printed Circuit Group businesses were components of the Other segment, which was subsequently renamed the Undersea Telecommunications segment.

The following table reflects net sales, pre-tax income (loss) from discontinued operations, pre-tax gain on sale of discontinued operations including impairments and costs to sell, and income taxes for fiscal 2009, 2008, and 2007:

	Fiscal		
	2009	2008	2007
	(in millions)		
Net sales	\$ 262	\$ 1,064	\$ 1,376
Pre-tax income (loss) from discontinued operations	\$ (135)	\$ 99	\$ (536)
Pre-tax gain on sale of discontinued operations	63	266	45
Income tax (expense) benefit	(84)	(110)	151
Income (loss) from discontinued operations, net of income taxes	\$ (156)	\$ 255	\$ (340)

Pre-tax loss from discontinued operations for fiscal 2009 included pre-tax charges of \$111 million related to the Wireless Systems business's contract with the State of New York. See Note 15 for additional information regarding the State of New York contract. The income tax provision on discontinued operations for fiscal 2009 included \$68 million relating to the impact of \$319 million of goodwill written off in connection with the divestiture of the Wireless Systems business, for which a tax benefit was not fully realized, as well as \$35 million of adjustments to the estimated tax provision on the Power Systems business as a result of the finalization of the tax basis of assets sold upon the filing of the fiscal 2008 income tax returns.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

5. Discontinued Operations (Continued)

The following table presents balance sheet information for assets and liabilities held for sale at fiscal year end 2008; there were no such amounts at fiscal year end 2009:

	Fiscal 2008	
	(in millions)	
Accounts receivable, net	\$	70
Inventories		153
Property, plant, and equipment, net		175
Goodwill		319
Intangible assets, net		32
Other assets		21
Total assets	\$	770
Accounts payable	\$	36
Accrued and other current liabilities		38
Deferred revenue		40
Other liabilities		55
Total liabilities	\$	169

6. Inventories

At fiscal year end 2009 and 2008, inventories consisted of the following:

	Fiscal	
	2009	2008
	(in millions)	
Raw materials	\$ 253	\$ 410
Work in progress	439	670
Finished goods	624	964
Inventoried costs on long-term contracts	119	115
Inventories	\$ 1,435	\$ 2,159

7. Property, Plant, and Equipment, Net

At fiscal year end 2009 and 2008, net property, plant, and equipment consisted of the following:

	Fiscal	
	2009	2008
	(in millions)	
Land and improvements	\$ 259	\$ 252
Buildings and leasehold improvements	1,342	1,338
Machinery and equipment	6,600	6,477
Construction in process	373	481
Gross property, plant, and equipment	8,574	8,548
Accumulated depreciation	(5,463)	(5,206)
Property, plant, and equipment, net	\$ 3,111	\$ 3,342

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

7. Property, Plant, and Equipment, Net (Continued)

Depreciation expense was \$484 million, \$506 million, and \$464 million in fiscal 2009, 2008, and 2007, respectively.

8. Goodwill

The changes in the carrying amount of goodwill by segment for fiscal 2009 and 2008 were as follows:

	<u>Electronic Components</u>	<u>Network Solutions</u>	<u>Specialty Products</u>	<u>Total</u>
	(in millions)			
Balance at September 28, 2007	\$ 4,998	\$ 850	\$ 1,010	\$ 6,858
Purchase accounting adjustments	2	—	1	3
Impairment	(103)	—	—	(103)
Currency translation	(7)	(1)	(1)	(9)
Balance at September 26, 2008	4,890	849	1,010	6,749
Divestiture of businesses and other	(14)	(6)	—	(20)
Impairment	(3,435)	—	(112)	(3,547)
Currency translation	(28)	4	2	(22)
Balance at September 25, 2009	\$ 1,413	\$ 847	\$ 900	\$ 3,160

The Company tests goodwill allocated to reporting units for impairment annually during the fiscal fourth quarter, or more frequently if events occur or circumstances exist that indicate that a reporting unit's carrying value may exceed its fair value. The Company completed its annual goodwill impairment test in the fourth quarter of fiscal 2009 and determined that no impairment existed.

As a result of declines in sales and profitability of the Automotive and Communications and Industrial Solutions reporting units of the Electronic Components segment and the Circuit Protection reporting unit of the Specialty Products segment during the second quarter of fiscal 2009, the Company determined that an indicator of impairment had occurred and goodwill impairment testing of these reporting units was required. Significant judgment is involved in determining if an indicator of impairment has occurred. In making this assessment, management relies on a number of factors including, among others, operating results, business plans, economic projections, and anticipated future cash flows. There are inherent uncertainties related to these factors and management's judgment in applying each to the analysis of the recoverability of goodwill.

The testing for goodwill impairment is a two step process. In performing step I of impairment testing, the Company determined the fair value of the Automotive, Communications and Industrial Solutions, and Circuit Protection reporting units based on a discounted cash flows analysis incorporating the Company's estimate of future operating performance. The results of the step I goodwill impairment tests indicated that the book value of each of the reporting units exceeded its fair value. The failure of the step I goodwill impairment tests triggered step II goodwill impairment tests in which the Company determined the implied fair value of the reporting units' goodwill by comparing the reporting units' fair value determined in step I to the fair value of the reporting units' net assets, including unrecognized intangible assets. The step II goodwill impairment tests resulted in a full impairment charge of \$2,088 million for the Automotive reporting unit and partial impairment charges of \$1,347 million and \$112 million for the Communications and Industrial Solutions and Circuit Protection reporting units, respectively, in the second quarter of fiscal 2009.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

8. Goodwill (Continued)

During the fiscal 2008 annual impairment test, the Company determined that the book value of the Global Application Tooling Division, a reporting unit in the Electronic Components segment, exceeded its fair value. Fair value was determined using a discounted cash flows analysis incorporating the Company's estimate of future operating performance. The goodwill impairment test indicated that there was no implied value related to the goodwill, resulting in an impairment of the reporting unit's entire goodwill balance of \$103 million.

All goodwill impairment charges are presented in impairment of goodwill on the Consolidated and Combined Statements of Operations.

9. Intangible Assets, Net

The Company's intangible assets at fiscal year end 2009 and 2008 were as follows:

	Fiscal							
	2009				2008			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Amortization Period
	(\$ in millions)							
Intellectual property	\$ 724	\$ (330)	\$ 394	24 years	\$ 764	\$ (323)	\$ 441	24 years
Other	17	(4)	13	50 years	16	(3)	13	49 years
Total	\$ 741	\$ (334)	\$ 407	25 years	\$ 780	\$ (326)	\$ 454	25 years

Intangible asset amortization expense, which is recorded in cost of sales, was \$31 million, \$33 million, and \$32 million for fiscal 2009, 2008, and 2007, respectively. The estimated aggregate amortization expense on intangible assets currently owned by the Company is expected to be as follows:

	(in millions)	
Fiscal 2010	\$	30
Fiscal 2011		29
Fiscal 2012		28
Fiscal 2013		28
Fiscal 2014		28
Thereafter		264
	\$	407

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

10. Accrued and Other Current Liabilities

At fiscal year end 2009 and 2008, accrued and other current liabilities consisted of the following:

	Fiscal	
	2009	2008
	(in millions)	
Accrued payroll and employee benefits	\$ 303	\$ 404
Restructuring reserves	231	131
Interest payable	65	79
Income taxes payable	48	215
Deferred income taxes	22	28
Dividends payable	—	74
Other	574	627
Accrued and other current liabilities	<u>\$ 1,243</u>	<u>\$ 1,558</u>

11. Debt

Debt at fiscal year end 2009 and 2008 was as follows:

	Fiscal	
	2009	2008
	(in millions)	
6.00% senior notes due 2012 ⁽¹⁾	\$ 720	\$ 800
5.95% senior notes due 2014 ⁽¹⁾	300	300
6.55% senior notes due 2017 ⁽¹⁾	744	753
7.125% senior notes due 2037 ⁽¹⁾	475	498
Commercial paper, at an average interest rate of 4.01% at September 26, 2008	—	647
Other	178	183
Total debt	<u>2,417</u>	<u>3,181</u>
Less current portion ⁽²⁾	101	20
Long-term debt	<u>\$ 2,316</u>	<u>\$ 3,161</u>

(1) Senior notes are recorded at face amount, net of unamortized discount and the fair value of interest rate swaps.

(2) The current portion of long-term debt at fiscal year end 2009 and 2008 was comprised of amounts shown as other.

During June 2009, Tyco Electronics Group S.A. ("TEGSA"), a wholly-owned subsidiary of the Company, commenced a tender offer to purchase up to \$150 million principal amount of its 6.00% senior notes due 2012, up to \$100 million principal amount of its 6.55% senior notes due 2017, and up to \$100 million principal amount of its 7.125% senior notes due 2037. On July 7, 2009, the tender offer expired and on July 9, 2009, TEGSA purchased and cancelled \$86 million principal amount of its 6.00% senior notes due 2012, \$42 million principal amount of its 6.55% senior notes due 2017, and \$23 million principal amount of its 7.125% senior notes due 2037 for an aggregate payment of \$141 million, plus paid accrued interest through July 7, 2009 of \$3 million to the sellers of the notes. As a result of the transaction, in fiscal 2009, the Company recorded a pre-tax gain of \$22 million, which is included in other income, including the write-off of unamortized discounts and fees of \$1 million and the recognition of a gain of \$12 million associated with terminated interest rate swaps previously designated as fair value hedges. Additionally, as a result of the re-purchase and cancellation, unamortized losses in accumulated other comprehensive income of \$3 million related to terminated starting forward interest rate swaps designated as cash flow hedges were recognized as interest expense.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

11. Debt (Continued)

In April 2007, TEGSA entered into a five-year unsecured senior revolving credit facility ("Credit Facility"). In fiscal 2009, \$75 million of the commitment was assigned by Lehman Brothers Bank, FSB to TEGSA, reducing the total effective commitment to \$1,425 million. Borrowings under the Credit Facility bear interest, at TEGSA's option, at a base rate or the London interbank offered rate plus a margin dependent on TEGSA's credit ratings and the amount drawn under the facility. TEGSA is required to pay an annual facility fee ranging from 4.5 to 12.5 basis points depending on its credit ratings. As of fiscal year end 2009 and 2008, TEGSA had no borrowings under the Credit Facility. Borrowings under the commercial paper program are backed by the Credit Facility.

The Credit Facility contains a financial ratio covenant providing that if the Company's ratio of Consolidated Total Debt (as defined in the Credit Facility) to Consolidated EBITDA (as defined in the Credit Facility) for the then most recently concluded period of four consecutive fiscal quarters exceeds 3.5 to 1.0, an Event of Default (as defined in the Credit Facility) is triggered under the Credit Facility. The Credit Facility and the Company's other debt agreements contain other customary covenants.

TEGSA's payment obligations under its senior notes, Credit Facility, commercial paper, and profit sharing notes issued by a subsidiary are fully and unconditionally guaranteed by Tyco Electronics Ltd.

During the first quarter of fiscal 2009, the Company terminated interest rate swaps designated as fair value hedges on \$300 million principal amount of the 6.55% senior notes and \$200 million principal amount of the 6.00% senior notes. Prior to the termination, the interest rate swaps were marked to fair value, resulting in premiums of \$49 million and \$14 million associated with the 6.55% senior notes and 6.00% senior notes, respectively. The premiums will be recognized as a reduction in interest expense over the life of the respective notes. See Note 13 for additional information on interest rate swaps.

In periods prior to Separation, Tyco International's consolidated debt, exclusive of amounts incurred directly by the Company, was proportionately allocated to the Company based on the historical funding requirements of the Company using historical data. Net interest expense was allocated in the same proportions as debt through June 1, 2007 and includes the impact of interest rate swap agreements designated as fair value hedges. For fiscal 2007, Tyco International allocated to Tyco Electronics interest expense of \$150 million and interest income of \$20 million.

In addition, Tyco International allocated to the Company loss on retirement of debt in the amount of \$232 million for fiscal 2007, which is included in other income (expense), net on the Consolidated and Combined Statement of Operations. The method utilized to allocate loss on retirement of debt was consistent with the allocation of debt and net interest expense as described above.

Management believes the allocation basis for debt, net interest expense, and loss on retirement of debt was reasonable based on the historical financing needs of the Company; however, these amounts may not be indicative of the actual amounts that the Company would have incurred in fiscal 2007 had it been operating as an independent, publicly-traded company for the period prior to Separation.

The fair value of the Company's debt was approximately \$2,420 million and \$3,115 million at fiscal year end 2009 and 2008, respectively.

TYCO ELECTRONICS LTD.**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)****11. Debt (Continued)**

The aggregate amounts of total debt maturing during the next five years and thereafter are as follows:

	(in millions)	
Fiscal 2010	\$	101
Fiscal 2011		7
Fiscal 2012		1
Fiscal 2013		786
Fiscal 2014		301
Thereafter		1,221
Total	\$	2,417

12. Guarantees***Separation and Distribution Agreement***

Upon Separation, the Company entered into a Separation and Distribution Agreement and other agreements with Tyco International and Covidien to effect the Separation and provide a framework for the Company's relationships with Tyco International and Covidien after the distribution of the Company's and Covidien's shares to Tyco International's shareholders. These agreements govern the relationships among Tyco International, Covidien, and the Company subsequent to the Separation and provide for the allocation to the Company and Covidien of certain of Tyco International's assets, liabilities, and obligations attributable to periods prior to the Separation.

Under the Separation and Distribution Agreement and other agreements, subject to certain exceptions contained in the Tax Sharing Agreement, the Company, Covidien, and Tyco International assumed 31%, 42%, and 27%, respectively, of certain of Tyco International's contingent and other corporate liabilities. All costs and expenses associated with the management of these contingent and other corporate liabilities are shared equally among the parties. These contingent and other corporate liabilities primarily relate to consolidated securities litigation and any actions with respect to the Separation or the Distribution brought by any third party. If any party responsible for such liabilities were to default in its payment, when due, of any of these assumed obligations, each non-defaulting party would be required to pay equally with any other non-defaulting party the amounts in default. Accordingly, under certain circumstances, Tyco Electronics may be obligated to pay amounts in excess of its agreed-upon share of the assumed obligations related to such contingent and other corporate liabilities, including associated costs and expenses.

Tax Sharing Agreement

Upon Separation, the Company entered into a Tax Sharing Agreement, under which the Company shares responsibility for certain of its, Tyco International's, and Covidien's income tax liabilities based on a sharing formula for periods prior to and including June 29, 2007. The Company, Covidien, and Tyco International share 31%, 42%, and 27%, respectively, of U.S. income tax liabilities that arise from adjustments made by tax authorities to its, Tyco International's, and Covidien's U.S. income tax returns. The effect of the Tax Sharing Agreement is to indemnify the Company for 69% of certain liabilities settled in cash by the Company with respect to unresolved pre-Separation tax matters. Pursuant to that

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

12. Guarantees (Continued)

indemnification, the Company has made similar indemnifications to Tyco International and Covidien with respect to 31% of certain liabilities settled in cash by the companies relating to unresolved pre-Separation tax matters. All costs and expenses associated with the management of these shared tax liabilities are shared equally among the parties. The Company is responsible for all of its own taxes that are not shared pursuant to the Tax Sharing Agreement's sharing formula. In addition, Tyco International and Covidien are responsible for their tax liabilities that are not subject to the Tax Sharing Agreement's sharing formula.

All of the tax liabilities of Tyco International that were associated with Tyco International subsidiaries that are included in Tyco Electronics following the Separation became Tyco Electronics' tax liabilities upon Separation. Although Tyco Electronics has agreed to share certain tax liabilities with Tyco International and Covidien pursuant to the Tax Sharing Agreement, Tyco Electronics remains primarily liable for all of these liabilities. If Tyco International and Covidien default on their obligations to Tyco Electronics under the Tax Sharing Agreement, Tyco Electronics would be liable for the entire amount of these liabilities.

If any party to the Tax Sharing Agreement were to default in its obligation to another party to pay its share of the distribution taxes that arise as a result of no party's fault, each non-defaulting party would be required to pay, equally with any other non-defaulting party, the amounts in default. In addition, if another party to the Tax Sharing Agreement that is responsible for all or a portion of an income tax liability were to default in its payment of such liability to a taxing authority, the Company could be legally liable under applicable tax law for such liabilities and required to make additional tax payments. Accordingly, under certain circumstances, the Company may be obligated to pay amounts in excess of its agreed upon share of its, Tyco International's, and Covidien's tax liabilities.

Indemnification

The Company's indemnification created under the Tax Sharing Agreement qualifies as a guarantee of a third party entity's debt under ASC 460 (Guarantees). ASC 460 addresses the measurement and disclosure of a guarantor's obligation to pay a debt incurred by a third party. To value the initial guarantee obligation, the Company considered a range of probability-weighted future cash flows that represented the likelihood of payment of each class of liability by each of the three post-Separation companies. The expected cash flows incorporated interest and penalties that the companies believed would be incurred on each class of liabilities and were discounted to the present value to reflect the value associated with each at Separation. The calculation of the guarantee liability also included a premium that reflected the cost for an insurance carrier to stand in and assume the payment obligation at the Separation date.

At inception of the guarantee, based on the probability-weighted future cash flows related to unresolved tax matters, the Company, under the Tax Sharing Agreement, faced a maximum potential liability of \$3 billion, based on undiscounted estimates and interest and penalties used to determine the fair value of the guarantee and an assumption of 100% default on the parts of Tyco International and Covidien, a likelihood that management believes to be remote. In the event that the Company is required, due to bankruptcy or other business interruption on the part of Tyco International or Covidien, to pay more than the contractually determined 31%, the Company retains the right to seek payment from the effected entity.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

12. Guarantees (Continued)

At September 28, 2007, the probability-weighted cash flows and risk premium of certain unresolved pre-Separation tax matters for which the Company has made indemnifications to Tyco International and Covidien resulted in a fair value of the liability of \$296 million, which was reflected as an adjustment to contributed surplus on the Consolidated Balance Sheet. During fiscal 2008, the Company, while assessing its income tax positions under the uncertain tax position provisions of ASC 740, decreased this liability by \$14 million and recorded the adjustment to other income on the Consolidated and Combined Statement of Operations. Also, in fiscal 2008, this liability was increased by \$57 million as a result of the completion by Tyco International of certain proposed tax adjustments to U.S. federal income tax returns. (See Note 15 for additional information regarding the proposed tax adjustments.) As of September 25, 2009, the total liability of \$339 million was recorded in other liabilities on the Consolidated Balance Sheet. The Company has assessed the probable future cash payments to Tyco International and Covidien for pre-Separation income tax matters pursuant to the terms of the Tax Sharing Agreement and determined this amount remains sufficient to satisfy these expected obligations.

Other Matters

In disposing of assets or businesses, the Company often provides representations, warranties, and/or indemnities to cover various risks including unknown damage to the assets, environmental risks involved in the sale of real estate, liability for investigation and remediation of environmental contamination at waste disposal sites and manufacturing facilities, and unidentified tax liabilities and legal fees related to periods prior to disposition. The Company does not have the ability to estimate the potential liability from such indemnities because they relate to unknown conditions; however, the Company has no reason to believe that these uncertainties would have a material adverse effect on the Company's results of operations, financial position, or cash flows.

At September 25, 2009, the Company had outstanding letters of credit and letters of guarantee in the amount of \$395 million, of which \$50 million was related to its contract with the State of New York. See Note 15 for additional information regarding the State of New York contract.

In the normal course of business, the Company is liable for contract completion and product performance. In the opinion of management, except for the charges related to the contract with the State of New York discussed below, such obligations will not significantly affect the Company's results of operations, financial position, or cash flows.

As disclosed in Note 15, in January 2009, the State of New York (the "State") drew down \$50 million against an irrevocable standby letter of credit funded by the Company. As a result, the Company recorded a pre-tax charge equal to the draw. The State has the ability to draw up to an additional \$50 million against the standby letter of credit which could result in additional charges and could have a material adverse effect on the Company's results of operations, financial position, and cash flows.

TYCO ELECTRONICS LTD.**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)****12. Guarantees (Continued)**

The Company generally records estimated product warranty costs at the time of sale. The changes in the Company's warranty liability for fiscal 2009 and 2008 were as follows:

	Fiscal	
	2009	2008
	(in millions)	
Balance at beginning of fiscal year	\$ 27	\$ 20
Warranties issued during the fiscal year	18	6
Warranty expirations and changes in estimate	1	3
Settlements	(3)	(2)
Balance at end of fiscal year	\$ 43	\$ 27

13. Financial Instruments

The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable, debt, and derivative financial instruments. The fair value of cash and cash equivalents, accounts receivable, and accounts payable approximated book value as of September 25, 2009 and September 26, 2008. See Note 11 for additional information on the fair value of debt and Note 16 for additional information on fair value measurements.

The Company uses derivative and non-derivative financial instruments to manage certain exposures to foreign currency, interest rate, and commodity risks.

The Company accounts for derivative financial instrument contracts on its Consolidated Balance Sheets at fair value. For instruments not designated as hedges under ASC 815 (Derivatives and Hedging), the changes in the instruments' fair value are recognized as selling, general, and administrative expenses on the Consolidated and Combined Statements of Operations. For instruments designated as cash flow hedges, the effective portion of changes in the fair value of a derivative is recorded in other comprehensive income and reclassified into earnings in the same period or periods during which the underlying hedged item affects earnings. Ineffective portions of a cash flow hedge are recognized currently, based on the nature of the ineffectiveness, in cost of sales or selling, general, and administrative expenses on the Consolidated and Combined Statements of Operations. Changes in the fair value of derivative instruments designated as fair value hedges affect the carrying value of the asset or liability hedged, with changes in both the derivative instrument and the hedged asset or liability being recognized in earnings.

To the extent that Tyco International entered into hedges on behalf of the Company prior to Separation, the statement of operations effects of those hedges have been allocated to the Company as part of the Tyco International general corporate overhead expense allocation or interest expense allocation as appropriate. See Note 17 for additional information regarding allocated expenses.

The cash flows related to derivative financial instruments are reported in the operating activities section of the Consolidated and Combined Statements of Cash Flows.

The Company's derivative financial instruments present certain market and counterparty risks; however, concentration of counterparty risk is mitigated as the Company deals with a variety of financial institutions worldwide with long-term Standard & Poor's, Moody's, and/or Fitch credit ratings

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

13. Financial Instruments (Continued)

of A/A2 or higher. In addition, only conventional derivative financial instruments are utilized. The Company is exposed to potential losses if a counterparty fails to perform according to the terms of its agreement. With respect to counterparty net asset positions recognized at September 25, 2009, the Company has assessed the likelihood of counterparty default as remote. At this time, the Company is not required, nor does it require, collateral or other security to be furnished by the counterparties to its derivative financial instruments.

Foreign Exchange Risks

As part of managing the exposure to changes in foreign currency exchange rates, the Company utilizes foreign exchange forward and swap contracts, a portion of which are designated as cash flow hedges pursuant to ASC 815-30 (Derivatives and Hedging: Cash Flow Hedges). The objective of these contracts is to minimize impacts to cash flows and profitability due to changes in foreign currency exchange rates on intercompany transactions, accounts receivable, accounts payable, and other cash transactions.

At September 25, 2009 and September 26, 2008, the Company had net liabilities of \$1 million and \$5 million, respectively, on the Consolidated Balance Sheets related to foreign exchange instruments. The Company expects that significantly all of the balance in accumulated other comprehensive income associated with the cash flow hedge-designated instruments will be reclassified into the Consolidated and Combined Statements of Operations within the next twelve months as adjustments to cost of sales.

Interest Rate Risk Management

The Company issues debt, from time to time, in capital and money markets to fund its operations. Such borrowings can result in interest rate exposure. To manage the interest rate exposure and to minimize overall interest cost, the Company has used, and may use in the future, interest rate swaps to convert a portion of fixed-rate debt into variable-rate debt (fair value hedges) and/or convert a portion of variable-rate debt into fixed-rate debt (cash flow hedges).

During the first quarter of fiscal 2009, the Company terminated interest rate swaps designated as fair value hedges on \$300 million principal amount of the 6.55% senior notes and \$200 million principal amount of the 6.00% senior notes. Prior to the termination, the interest rate swaps were marked to fair value, resulting in premiums of \$49 million and \$14 million associated with the 6.55% senior notes and 6.00% senior notes, respectively. The premiums will be recognized as a reduction in interest expense over the life of the respective notes. As a result of the termination of the interest rate swaps the Company recognized reductions in interest expense of \$8 million during fiscal 2009. As a result of the Company's tender offer, as discussed in Note 11, the Company recognized \$12 million of the premiums as a component of the gain on retirement of debt included in other income (expense), net on the Consolidated and Combined Statement of Operations.

During fiscal 2007, in anticipation of issuing fixed-rate debt, the Company entered into and, concurrent with the Company's fixed-rate debt issuance, terminated forward starting interest rate swaps to hedge the variability in interest expense that would result from changes in interest rates between the date of the swap and the Company's anticipated date of issuing fixed-rate debt. These forward starting interest rate swaps were designated as effective hedges of the probable interest payments under ASC 815-30. Upon the issuance of the Company's senior notes in September 2007, these swaps were terminated for a cash payment of \$54 million. The effective portion of these swaps of \$53 million was

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

13. Financial Instruments (Continued)

recorded in accumulated other comprehensive income and is recognized in earnings as interest expense over the remaining term of the related debt instruments. As a result of the termination of the forward starting interest rate swaps, the Company recognized interest expense of \$9 million, \$6 million, and \$1 million during the years ended September 25, 2009, September 26, 2008, and September 28, 2007, respectively. Interest expense recognized during fiscal 2009 included \$3 million of interest expense recognized as a result of the Company's tender offer. See Note 11 for additional information regarding the tender offer.

Commodity Hedges

As part of managing the exposure to certain commodity price fluctuations, the Company utilizes commodity swap contracts, all of which are designated as cash flow hedges. The objective of these contracts is to minimize impacts to cash flows and profitability due to changes in prices of commodities used in production.

At September 25, 2009 and September 26, 2008, the Company's commodity hedges, which related to purchases of gold, were in a gain position of \$1 million and \$2 million, respectively, and had a notional value of \$29 million and \$21 million, respectively. The Company expects that significantly all of the balance in accumulated other comprehensive income associated with the commodities hedges will be reclassified into the Consolidated and Combined Statements of Operations within the next twelve months as adjustments to cost of sales.

Hedges of Net Investment

The Company hedges its net investment in certain foreign operations using intercompany non-derivative financial instruments denominated in the same currencies. The aggregate notional value of these hedges was \$1,027 million and \$1,161 million at September 25, 2009 and September 26, 2008, respectively. The Company reclassified foreign exchange losses of \$72 million, \$168 million, and \$118 million in fiscal 2009, 2008, and 2007, respectively. These amounts were recorded as currency translation, a component of accumulated other comprehensive income, offsetting foreign exchange gains or losses attributable to the translation of the net investment. See Note 22 for additional information.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

13. Financial Instruments (Continued)

Derivative Instrument Summary

The fair value of the Company's derivative instruments at September 25, 2009 is summarized below.

	<u>Fair Value of Asset Positions⁽¹⁾</u>	<u>Fair Value of Liability Positions⁽²⁾</u>
(in millions)		
Derivatives designated as hedging instruments:		
Foreign currency contracts ⁽³⁾	\$ 4	\$ 2
Commodity swap contracts	1	—
Total derivatives designated as hedging instruments	<u>5</u>	<u>2</u>
Derivatives not designated as hedging instruments:		
Foreign currency contracts ⁽³⁾	8	11
Total derivatives not designated as hedging instruments	<u>8</u>	<u>11</u>
Total derivatives	<u>\$ 13</u>	<u>\$ 13</u>

(1) All derivatives in asset positions are recorded in prepaid expenses and other current assets on the Consolidated Balance Sheet, except where a right of offset against liability positions exists. As disclosed in Note 16, derivative instruments in prepaid expenses and other current assets on the Consolidated Balance Sheet totaled \$4 million.

(2) All derivatives in liability positions are recorded in accrued and other current liabilities on the Consolidated Balance Sheet, except where a right of offset against asset positions exists. As disclosed in Note 16, derivative instruments in accrued and other current liabilities on the Consolidated Balance Sheet totaled \$4 million.

(3) Contracts are presented gross without regard to any right of offset that exists.

The effects of derivative instruments designated as fair value hedges on the Consolidated and Combined Statement of Operations at fiscal year end 2009 were as follows:

<u>Derivatives Designated as Fair Value Hedges</u>	<u>Location of Gain Recognized on Derivative</u>	<u>Amount of Gain Recognized</u>
(in millions)		
Interest rate swaps ⁽¹⁾	Interest expense	\$ 8
Interest rate swaps ⁽²⁾	Other income	12
Total		<u>\$ 20</u>

(1) Interest rate swaps were terminated in December 2008. See discussion above.

(2) As a result of the Company's tender offer, as discussed in Note 11, the Company recognized \$12 million of the premiums as a component of the gain on retirement of debt included in other income (expense), net on the Consolidated and Combined Statement of Operations.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

13. Financial Instruments (Continued)

The effects of derivative instruments designated as cash flow hedges on the Consolidated and Combined Statement of Operations at fiscal year end 2009 were as follows:

Derivatives Designated as Cash Flow Hedges	Amount of Gain (Loss) Recognized in OCI (Effective Portion)	Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Amount of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Location of Gain (Loss) Recognized in Income (Ineffective Portion and Amount Excluded from Effectiveness Testing)	Amount of Gain (Loss) Recognized in Income (Ineffective Portion and Amount Excluded from Effectiveness Testing)
(in millions)					
Foreign currency contracts	\$ 1	Cost of sales	\$ (1)	Cost of sales ⁽¹⁾	\$ —
Commodity swap contracts	3	Cost of sales	3	Cost of sales	—
Forward starting interest rate swaps ⁽²⁾	—	Interest expense ⁽³⁾	(9)	Interest expense	—
Total	\$ 4		\$ (7)		\$ —

(1) Depending on the nature of the hedge, ineffectiveness is recorded in cost of sales or selling, general, and administrative expenses.

(2) Forward starting interest rate swaps were terminated in September 2007. See discussion above.

(3) Interest expense recognized during fiscal 2009 included \$3 million of interest expense recognized as a result of the Company's tender offer. See Note 11 for additional information regarding the tender offer.

The effects of derivative instruments not designated as hedging instruments on the Consolidated and Combined Statement of Operations at fiscal year end 2009 were as follows:

Derivatives not Designated as Hedging Instruments	Location of Loss Recognized on Derivative	Amount of Loss Recognized
(in millions)		
Foreign currency contracts	Selling, general, and administrative expenses	\$ (178)
Total		\$ (178)

During fiscal 2009, the Company incurred losses of \$178 million as a result of marking foreign currency derivatives not designated as hedging instruments to fair value, particularly derivatives related to certain Eastern European currencies during the first quarter of fiscal 2009. These losses were largely offset by the gains realized as a result of re-measuring the underlying assets and liabilities denominated in foreign currencies to primarily the Euro or U.S. Dollar. These gains and losses were reflected in selling, general, and administrative expenses on the Consolidated and Combined Statement of Operations.

14. Retirement Plans

Adoption of Measurement Date Provisions and Funded Status Recognition Provisions of ASC 715

In the fourth quarter of fiscal 2009, the Company adopted the measurement date provisions of ASC 715 (Compensation—Retirement Benefits), which require that plan assets and benefits obligations

TYCO ELECTRONICS LTD.**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)****14. Retirement Plans (Continued)**

be measured as of fiscal year end. Prior to adoption of this provision, the Company's measurement date was August 31. The Company elected not to re-measure plan assets and benefit obligations as of the first day of fiscal 2009. As a result, the impact of adoption in fiscal 2009 was an after-tax charge of \$7 million, equal to approximately one-twelfth of annual net periodic benefit costs on a pre-tax basis, to accumulated deficit, and an after-tax increase of \$2 million in accumulated other comprehensive income on the Consolidated Balance Sheet.

The Company adopted the funded status recognition provisions of ASC 715 effective September 28, 2007. The impact of the adoption resulted in an after-tax decrease of \$225 million in accumulated other comprehensive income at September 28, 2007.

Defined Benefit Pension Plans

The Company has a number of contributory and noncontributory defined benefit retirement plans covering certain of its U.S. and non-U.S. employees, designed in accordance with local customs and practice. Net periodic pension benefit cost is based on the utilization of the projected unit credit method of calculation and is charged to the Consolidated and Combined Statements of Operations on a systematic basis over the expected average remaining service lives of current participants. Contribution amounts are actuarially determined. The benefits under the defined benefit plans are based on various factors, such as years of service and compensation.

Prior to Separation, the Company participated through Tyco International in one co-mingled plan that included plan participants of other Tyco International subsidiaries. The Company recorded its portion of the co-mingled plan's expense and the related obligation, which has been actuarially determined based on the Company's specific benefit formulas by participants and allocated plan assets. The contribution amounts were determined in total for the co-mingled plan and allocated to the Company based on headcount. Management believes such allocations were reasonable. In fiscal 2007, this plan was legally separated, resulting in a reallocation of assets based on the Employee Retirement Income Security Act ("ERISA") prescribed calculation.

The net periodic benefit cost (credit) for all U.S. and non-U.S. defined benefit pension plans in fiscal 2009, 2008, and 2007 was as follows:

	U.S. Plans			Non-U.S. Plans		
	Fiscal			Fiscal		
	2009	2008	2007	2009	2008	2007
	(\$ in millions)					
Service cost	\$ 7	\$ 5	\$ 5	\$ 55	\$ 73	\$ 60
Interest cost	58	56	55	81	83	70
Expected return on plan assets	(61)	(75)	(74)	(57)	(73)	(60)
Amortization of prior service credit	—	—	—	—	(2)	(2)
Amortization of net actuarial loss	15	7	13	13	8	20
Curtailement/settlement gain and special termination benefits	—	1	(10)	—	(3)	(1)
Net periodic benefit cost (credit)	\$ 19	\$ (6)	\$ (11)	\$ 92	\$ 86	\$ 87

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

	U.S. Plans			Non-U.S. Plans		
	Fiscal			Fiscal		
	2009	2008	2007	2009	2008	2007
	(\$ in millions)					
<i>Weighted-average assumptions used to determine net pension cost (credit) during the period:</i>						
Discount rate	7.05%	6.35%	6.00%	5.11%	4.70%	4.15%
Expected return on plan assets	7.54%	7.99%	7.99%	5.75%	5.98%	5.73%
Rate of compensation increase	4.00%	4.00%	4.00%	3.63%	3.45%	3.19%

The following table represents the changes in benefit obligations, plan assets, and the net amount recognized on the Consolidated Balance Sheets for all U.S. and non-U.S. defined benefit plans at fiscal year end 2009 and 2008:

	U.S. Plans		Non-U.S. Plans	
	Fiscal		Fiscal	
	2009	2008	2009	2008
	(\$ in millions)			
<i>Change in benefit obligations:</i>				
Benefit obligation at end of prior period	\$ 858	\$ 918	\$ 1,785	\$ 1,758
Service cost	7	5	55	73
Interest cost	58	56	81	83
Employee contributions	—	—	5	7
Plan amendments	—	—	—	2
Actuarial loss (gain)	103	(58)	113	(51)
Benefits and administrative expenses paid	(62)	(63)	(80)	(68)
New plans	—	—	1	4
Curtailed/settlement gain and special termination benefits	—	—	(54)	(9)
Impact of measurement date change	2	—	10	—
Currency translation	—	—	(7)	(14)
Benefit obligation at end of period	\$ 966	\$ 858	\$ 1,909	\$ 1,785

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

	U.S. Plans		Non-U.S. Plans	
	Fiscal		Fiscal	
	2009	2008	2009	2008
	(\$ in millions)			
<i>Change in plan assets:</i>				
Fair value of plan assets at end of prior period	\$ 843	\$ 964	\$ 1,099	\$ 1,194
Actual return on plan assets	(30)	(59)	(60)	(80)
Employer contributions	52	1	100	76
Employee contributions	—	—	5	7
New plans	—	—	1	—
Benefits and administrative expenses paid	(62)	(63)	(80)	(68)
Settlement gain and special termination benefits	—	—	(50)	(7)
Impact of measurement date change	(4)	—	—	—
Currency translation	—	—	(38)	(23)
Fair value of plan assets at end of period	\$ 799	\$ 843	\$ 977	\$ 1,099
Funded status	\$ (167)	\$ (15)	\$ (932)	\$ (686)
Contributions after the measurement date	—	—	—	8
Net amount recognized	\$ (167)	\$ (15)	\$ (932)	\$ (678)
<i>Amounts recognized on the Consolidated Balance Sheets:</i>				
Other assets	\$ —	\$ 2	\$ 7	\$ 8
Accrued and other current liabilities	(3)	(4)	(11)	(10)
Long-term pension and postretirement liabilities	(164)	(13)	(928)	(676)
Net amount recognized	\$ (167)	\$ (15)	\$ (932)	\$ (678)
<i>Weighted-average assumptions used to determine pension benefit obligations at period end:</i>				
Discount rate	5.85%	7.05%	4.59%	5.11%
Rate of compensation increase	4.00%	4.00%	3.51%	3.63%

During fiscal 2009, the funded status of the Company's pension plans deteriorated as a result of asset losses in its U.S. and non-U.S. plans totaling \$30 million and \$60 million, respectively. As of September 25, 2009, the benefit obligations were also negatively impacted by a decrease in the discount rates, as compared to September 26, 2008, used to present value the obligations. Weighted-average decreases of 120 basis points and 52 basis points for the U.S. and non-U.S. plans' discount rates increased the obligations by \$103 million and \$113 million, respectively.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

The pre-tax amounts recognized in accumulated other comprehensive income for all U.S. and non-U.S. defined benefit pension plans in fiscal 2009 and 2008 was as follows:

	U.S. Plans		Non-U.S. Plans	
	Fiscal		Fiscal	
	2009	2008	2009	2008
(in millions)				
<i>Change in net loss:</i>				
Unrecognized net loss at end of prior period	\$ 238	\$ 170	\$ 326	\$ 240
Current year changes recorded to accumulated other comprehensive income (loss)	199	75	235	98
Amortization reclassified to earnings	(15)	(7)	(13)	(8)
Curtailed/settlement reclassified to earnings	—	—	(7)	3
Impact of measurement date change	(1)	—	(1)	—
Other	—	—	11	(7)
Unrecognized net loss at end of period	\$ 421	\$ 238	\$ 551	\$ 326
<i>Change in prior service credits:</i>				
Unrecognized prior service credit at end of prior period	\$ —	\$ —	\$ (13)	\$ (18)
Amortization reclassified to earnings	—	—	—	2
Impact of measurement date change	—	—	2	—
Other	—	—	4	3
Unrecognized prior service credit at end of period	\$ —	\$ —	\$ (7)	\$ (13)

The estimated amortization from accumulated other comprehensive income into net periodic benefit cost in fiscal 2010 is as follows:

	U.S. Plans	Non-U.S. Plans
(in millions)		
Amortization of net actuarial loss	\$ (33)	\$ (30)
Amortization of prior service credit	—	1
	\$ (33)	\$ (29)

In determining the expected return on plan assets, the Company considers the relative weighting of plan assets by class and individual asset class performance expectations as provided by its external advisors.

The investment strategy for the U.S. pension plans has been governed by the Company's Investment Committee; investment strategies for non-U.S. pension plans are governed locally. The Company's investment strategy for its pension plans is to manage the plans on a going concern basis. Current investment policy is to achieve a reasonable return on assets, subject to a prudent level of portfolio risk, for the purpose of enhancing the security of benefits for participants. Projected returns are based primarily on pro forma asset allocation and expected long-term returns and forward-looking estimates of active portfolio and investment management.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

During fiscal 2008, the Company's Investment Committee made the decision to change the target asset allocation of the U.S. Plans' Master Trust from 60% equity and 40% fixed income to 30% equity and 70% fixed income in an effort to better align asset risk with the anticipated payment of benefit obligations. The target asset allocation transition began in fiscal 2008. As a result of economic conditions during fiscal 2009, the Company has slowed the transition of the Master Trust asset allocation change. Asset reallocation will continue over a multi-year period based on the funded status of the U.S. Plans' Master Trust.

Target weighted-average asset allocations and weighted-average asset allocations for U.S. and non-U.S. pension plans at fiscal year end 2009 and 2008 were as follows:

Asset Category:	U.S. Plans			Non-U.S. Plans		
	Target	Fiscal 2009	Fiscal 2008	Target	Fiscal 2009	Fiscal 2008
Equity securities	30%	44%	54%	45%	40%	45%
Debt securities	70	52	44	44	47	45
Real estate	—	—	—	3	3	3
Cash and cash equivalents	—	4	2	8	10	7
Total	100%	100%	100%	100%	100%	100%

Tyco Electronics' common shares are not a direct investment of the Company's pension funds; however, the pension funds may indirectly include Tyco Electronics shares. The aggregate amount of the Tyco Electronics common shares would not be considered material relative to the total pension fund assets.

The Company's funding policy is to make contributions in accordance with the laws and customs of the various countries in which it operates as well as to make discretionary voluntary contributions from time-to-time. The Company anticipates that, at a minimum, it will make the minimum required contributions to its pension plans in fiscal 2010 of \$3 million for U.S. plans and \$80 million for non-U.S. plans.

Benefit payments, which reflect future expected service, as appropriate, are expected to be paid as follows:

	U.S. Plans		Non-U.S. Plans	
	(in millions)			
Fiscal 2010	\$	56	\$	63
Fiscal 2011		56		68
Fiscal 2012		59		73
Fiscal 2013		61		83
Fiscal 2014		62		78
Fiscal 2015-2019		335		480
				123

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

The accumulated benefit obligation for all U.S. and non-U.S. plans as of fiscal year end 2009 and 2008 was as follows:

	U.S. Plans		Non-U.S. Plans	
	Fiscal		Fiscal	
	2009	2008	2009	2008
	(in millions)			
Accumulated benefit obligation	\$ 963	\$ 855	\$ 1,619	\$ 1,518

The accumulated benefit obligation and fair value of plan assets for U.S. and non-U.S. pension plans with accumulated benefit obligations in excess of plan assets at fiscal year end 2009 and 2008 were as follows:

	U.S. Plans		Non-U.S. Plans	
	Fiscal		Fiscal	
	2009	2008	2009	2008
	(in millions)			
Accumulated benefit obligation	\$ 958	\$ 808	\$ 1,560	\$ 1,314
Fair value of plan assets	794	793	900	862

The projected benefit obligation and fair value of plan assets for U.S. and non-U.S. pension plans with projected benefit obligations in excess of plan assets at fiscal year end 2009 and 2008 were as follows:

	U.S. Plans		Non-U.S. Plans	
	Fiscal		Fiscal	
	2009	2008	2009	2008
	(in millions)			
Projected benefit obligation	\$ 962	\$ 810	\$ 1,879	\$ 1,726
Fair value of plan assets	794	793	939	1,032

Defined Contribution Retirement Plans

The Company maintains several defined contribution retirement plans, which include 401(k) matching programs, as well as qualified and nonqualified profit sharing and share bonus retirement plans. Expense for the defined contribution plans is computed as a percentage of participants' compensation and was \$55 million, \$66 million, and \$61 million for fiscal 2009, 2008, and 2007, respectively.

Deferred Compensation Plans

The Company maintains nonqualified deferred compensation plans, which permit eligible employees to defer a portion of their compensation. A record keeping account is set up for each participant and the participant chooses from a variety of measurement funds for the deemed investment of their accounts. The measurement funds correspond to a number of funds in Tyco Electronics' 401(k) plans and the account balance fluctuates with the investment returns on those funds. Total deferred compensation liabilities were \$43 million and \$38 million at fiscal year end 2009 and 2008, respectively.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

Rabbi Trusts

The Company has established rabbi trusts, related to certain acquired companies, through which the assets may be used to pay non-qualified plan benefits. The trusts primarily hold bonds and equities. The rabbi trust assets are subject to the claims of the Company's creditors in the event of the Company's insolvency. The value of the assets held by these trusts, included in other assets on the Consolidated Balance Sheets, was \$76 million and \$84 million at fiscal year end 2009 and 2008, respectively. Total liabilities related to the assets held by the rabbi trust and reflected on the Consolidated Balance Sheets were \$9 million and \$14 million at fiscal year end 2009 and 2008, respectively. Plan participants are general creditors of the Company with respect to these benefits.

Postretirement Benefit Plans

In addition to providing pension and 401(k) benefits, the Company also provides certain health care coverage continuation for qualifying retirees from date of retirement to age 65.

Net periodic postretirement benefit cost in fiscal 2009, 2008, and 2007 was as follows:

	Fiscal		
	2009	2008	2007
	(\$ in millions)		
Service cost	\$ 1	\$ 1	\$ 1
Interest cost	2	2	3
Curtailment/settlement gain and special termination benefits	(1)	—	(3)
Net periodic postretirement benefit cost	\$ 2	\$ 3	\$ 1
<i>Weighted-average assumptions used to determine net postretirement benefit cost during the period:</i>			
Discount rate	7.05%	6.35%	5.75%
Rate of compensation increase	4.00%	4.00%	4.00%

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

The components of the accrued postretirement benefit obligations, substantially all of which are unfunded, at fiscal year end 2009 and 2008, were as follows:

	Fiscal	
	2009	2008
(\$ in millions)		
<i>Change in benefit obligations:</i>		
Benefit obligation at beginning of period	\$ 38	\$ 41
Service cost	1	1
Interest cost	2	2
Actuarial loss (gain)	4	(3)
Benefits paid	(2)	(3)
Other	(1)	—
Benefit obligation at end of period	<u>\$ 42</u>	<u>\$ 38</u>
<i>Change in plan assets:</i>		
Fair value of assets at beginning of period	\$ 4	\$ 4
Employer contributions	1	3
Benefits paid	(2)	(3)
Impact of measurement date change	—	—
Fair value of plan assets at end of period	<u>\$ 3</u>	<u>\$ 4</u>
Funded status / net amount recognized	<u>\$ (39)</u>	<u>\$ (34)</u>
<i>Amounts recognized on the Consolidated Balance Sheets:</i>		
Accrued and other postretirement liabilities	\$ (2)	\$ (2)
Long-term pension and postretirement liabilities	(37)	(32)
Net amount recognized	<u>(39)</u>	<u>\$ (34)</u>
<i>Weighted-average assumptions used to determine postretirement benefit obligations at period end:</i>		
Discount rate	6.05%	7.05%
Rate of compensation increase	4.00%	4.00%

Unrecognized prior service costs and actuarial losses of \$4 million and \$2 million at fiscal year end 2009 and 2008, respectively, were recorded in accumulated other comprehensive income. There is expected to be no significant amortization of the current balance into net periodic benefit cost in fiscal 2010.

The Company expects to make contributions to its postretirement benefit plans of \$2 million in fiscal 2010.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

14. Retirement Plans (Continued)

Benefit payments, including those amounts to be paid out of corporate assets and reflecting future expected service as appropriate, are expected to be paid as follows:

	(in millions)	
Fiscal 2010	\$	3
Fiscal 2011		3
Fiscal 2012		3
Fiscal 2013		3
Fiscal 2014		3
Fiscal 2015-2019		14

Health care cost trend assumptions are as follows:

	Fiscal	
	2009	2008
Health care cost trend rate assumed for next fiscal year	9.19%	9.21%
Rate to which the cost trend rate is assumed to decline	5.00%	5.00%
Fiscal year the ultimate trend rate is achieved	2015	2014

A one-percentage point change in assumed healthcare cost trend rates would have the following effects:

	(in millions)	
	One Percentage Point Increase	One Percentage Point Decrease
Effect on total of service and interest cost	\$ —	\$ —
Effect on postretirement benefit obligation	4	(3)

15. Commitments and Contingencies

General Matters

The Company has facility, land, vehicle, and equipment leases that expire at various dates through the year 2056. Rental expense under these leases was \$153 million, \$168 million, and \$152 million for fiscal 2009, 2008, and 2007, respectively. At fiscal year end 2009, the minimum lease payment obligations under non-cancelable lease obligations were as follows:

	(in millions)	
Fiscal 2010	\$	108
Fiscal 2011		76
Fiscal 2012		56
Fiscal 2013		37
Fiscal 2014		32
Thereafter		97
Total	\$	406

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

The Company also has purchase obligations related to commitments to purchase certain goods and services. At fiscal year end 2009, the Company had commitments to purchase \$71 million in fiscal 2010, \$4 million in fiscal 2011, and \$1 million in fiscal 2012.

Tyco Electronics Legal Proceedings

Intellectual Property and Antitrust Litigation

The Company is a party to a number of patent infringement and antitrust actions that may require the Company to pay damage awards. The Company has assessed the status of these matters and has recorded liabilities related to certain of these matters where appropriate.

Other Matters

The Company is a defendant in a number of other pending legal proceedings incidental to present and former operations, acquisitions, and dispositions. The Company does not expect the outcome of these proceedings, either individually or in the aggregate, to have a material adverse effect on its results of operations, financial position, or cash flows.

Legal Matters under Separation and Distribution Agreement

The Separation and Distribution Agreement among the Company, Tyco International, and Covidien provided for the allocation among the parties of Tyco International's assets, liabilities, and obligations attributable to periods prior to the Company's and Covidien's separations from Tyco International on June 29, 2007. Under the Separation and Distribution Agreement, the Company assumed the liability for, and control of, all pending and threatened legal matters at Separation related to the Company's business or assumed or retained liabilities, and will indemnify the other parties for any liability arising out of or resulting from such assumed legal matters. Tyco Electronics remains responsible for 31% of certain potential liabilities that may arise from litigation pending or threatened at Separation that was not allocated to one of the three parties, and Tyco International and Covidien are responsible for 27% and 42%, respectively, of such liabilities. If any party defaults in payment of its allocated share of any such liability, each non-defaulting party will be responsible for an equal portion of the amount in default together with any other non-defaulting party, although any such payments will not release the obligation of the defaulting party. Subject to the terms and conditions of the Separation and Distribution Agreement, Tyco International manages and controls all the legal matters related to the shared contingent liabilities, including the defense or settlement thereof, subject to certain limitations. All costs and expenses that Tyco International incurs in connection with the defense of such litigation, other than the amount of any judgment or settlement, which will be allocated in the manner described above, will be borne equally by Tyco International, Covidien, and the Company.

Tyco International Legal Proceedings

Securities Class Actions and Settlement

As previously reported in the Company's periodic filings, prior to the Separation, Tyco International and certain of its former directors and officers were named as defendants in over 40 purported securities class action lawsuits. As a part of the Separation and Distribution Agreement, any existing or potential liabilities related to the securities class actions were allocated among Tyco

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

International, Covidien, and the Company. The Company is responsible for 31% of potential liabilities that may arise upon the resolution of the remaining pending litigation. Most of the securities class actions were transferred to the United States District Court for the District of New Hampshire for coordinated or consolidated pre-trial proceedings. A consolidated securities class action complaint was filed in these proceedings and on June 12, 2006, the court entered an order certifying a class "consisting of all persons and entities who purchased or otherwise acquired Tyco securities between December 13, 1999 and June 7, 2002, and who were damaged thereby, excluding defendants, all of the officers, directors and partners thereof, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which any of the foregoing have or had a controlling interest." As previously reported, Tyco International settled 32 of the purported securities class action lawsuits arising from the actions alleged to have been taken by its prior management, for which the Company was responsible for 31%. All legal contingencies that could have affected the final order entered in the United States District Court for the District of New Hampshire approving the settlement expired on February 21, 2008. As of the opt-out deadline for the settlement, Tyco International received opt-out notices from individuals and entities totaling approximately 4% of the shares owned by class members. A number of these individuals and entities filed actions separately against Tyco International and/or Tyco International, Covidien, and the Company, all of which have been settled subsequently as discussed below. In addition, several cases asserting claims arising under ERISA were filed, all of which have been settled subsequently as discussed below.

In fiscal 2007, the Company was allocated a charge from Tyco International of \$922 million for the class action settlement, for which no tax benefit was available. In addition, in fiscal 2007, the Company was allocated \$35 million of income relating to Tyco International's expected recovery of certain costs from insurers. The net charge of \$887 million was recorded on the Consolidated and Combined Statement of Operations as pre-Separation litigation charges, net. The portion allocated to the Company was consistent with the sharing percentage included in the Separation and Distribution Agreement. Tyco International placed funds in escrow for the benefit of the class. The escrow account earned interest that was payable to the class. In addition, interest was accrued on the class action settlement liability.

The finalization of the class action settlement in February 2008 resulted in the extinguishment of the Company's class action settlement liability of \$3,020 million, interest in the escrow of \$936 million, and class action settlement receivable of \$2,084 million from the Consolidated Balance Sheet in fiscal 2008. The finalization of the settlement resulted in a decrease to cash flows from operating activities and an increase to cash flows from investing activities during fiscal 2008. It did not affect the cash balance on the Consolidated Balance Sheet because the Company had previously fully funded its portion of the class action settlement into an escrow account intended to be used to settle the liability, as mentioned above.

Settlement of Securities Proceedings Not Covered by the Class Action Settlement

In fiscal 2008, Tyco International settled securities litigation captioned *New Jersey v. Tyco International Ltd., et al.* and *Ballard v. Tyco International Ltd., et al.* for \$73 million and \$36 million, respectively. Pursuant to the sharing formula in the Separation and Distribution Agreement, the Company recorded charges of \$34 million, for which no tax benefit was available, in fiscal 2008. In addition, the Company recorded income of \$12 million in fiscal 2008 related to Tyco International's recovery of certain costs from insurers.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

During the first quarter of fiscal 2009, Tyco International, Covidien, and the Company entered into definitive agreements to settle actions captioned *Hess v. Tyco International Ltd., et al.* and *Sciallo v. Tyco International Ltd., et al.* and an opt-out case brought by the Commonwealth of Massachusetts Pension Reserves Investment Management Board. Pursuant to the sharing formula in the Separation and Distribution Agreement, the Company recorded charges of \$9 million, for which no tax benefit was available.

During the second quarter of fiscal 2009, Tyco International, Covidien, and the Company settled opt-out cases with Franklin Mutual Advisers, LLC and related plaintiffs and the Public Employees' Retirement Association of Colorado. Pursuant to the sharing formula, the Company recorded charges of \$19 million, for which no tax benefit was available. Additionally, the Company recorded reserves totaling \$375 million representing the best estimate of probable loss for the remaining securities litigation claims subject to the Separation and Distribution Agreement, including remaining opt-out cases and cases arising under ERISA. As a result, the Company recorded a pre-tax charge in the second quarter of fiscal 2009 of \$116 million for its share of the reserves. Upon final settlement of the ERISA cases in the fourth quarter of fiscal 2009, the Company recorded a \$25 million tax benefit. There were no tax benefits attributable for the other cases.

During the third quarter of fiscal 2009, Tyco International, Covidien, and the Company settled five of the remaining opt-out cases for \$199 million. Pursuant to the sharing formula, the Company's share of the settlement amounts was \$62 million. As the Company had previously established reserves for these opt-out cases during the second quarter of fiscal 2009, the settlements did not impact its Consolidated and Combined Statement of Operations.

During the fourth quarter of fiscal 2009, Tyco International, Covidien, and the Company settled for a total of \$70 million eight consolidated class actions brought under ERISA against Tyco International and certain of its current and former employees, officers and directors. Pursuant to the sharing formula, the Company's share of the settlement amount was \$22 million. Also, during the fourth quarter of fiscal 2009, Tyco International, Covidien, and the Company agreed to settle the remaining opt-out case for \$2 million. Pursuant to the sharing formula, the Company's share of the settlement amount was \$1 million. As the Company had previously established reserves for these consolidated actions and this opt-out case during the second quarter of fiscal 2009, the settlements did not impact its Consolidated and Combined Statement of Operations. Only three of the securities cases remain outstanding.

Investigations

As previously reported in the Company's periodic filings, Tyco International and others received various subpoenas and requests from the Securities and Exchange Commission's ("SEC") Division of Enforcement, the U.S. Department of Labor, the General Services Administration, and others seeking the production of documents in connection with various investigations into Tyco International's governance, management, operations, accounting, and related controls prior to the Separation. The Department of Labor is investigating Tyco International and the administrators of certain of its benefit plans. Tyco International has advised the Company that it cannot predict when these investigations will be completed, nor can it predict what the results of these investigations may be. It is possible that Tyco International will be required to pay material fines or suffer other penalties, and pursuant to the liability sharing provisions of the Separation and Distribution Agreement, a portion of such payments

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

may be allocated to the Company. It is not possible to estimate the amount of loss, or range of possible loss, if any, that might result from an adverse resolution of these matters. As a result, the Company's share of such potential losses also is not estimable and may have a material adverse effect on the Company's results of operations, financial position, or cash flows.

Compliance Matters

As previously reported in the Company's periodic filings, Tyco International received and has responded to various allegations that certain improper payments were made by Tyco International subsidiaries, including Tyco Electronics subsidiaries, in recent years prior to the Separation. Tyco International reported to the U.S. Department of Justice and the SEC the investigative steps and remedial measures that it had taken in response to the allegations, including that it retained outside counsel to perform a company-wide baseline review of its policies, controls, and practices with respect to compliance with the Foreign Corrupt Practices Act ("FCPA"), and that it would continue to investigate and make periodic progress reports to these agencies. To date, the Company's baseline review has revealed that some of the Company's former business practices may not comply with FCPA requirements. At this time, the Company cannot predict the outcome of these matters and other allegations reported to regulatory and law enforcement authorities and therefore cannot estimate the range of potential loss or extent of risk, if any, that may result from an adverse resolution of these matters. However, it is possible that the Company may be required to pay judgments, suffer penalties, or incur settlements in amounts that may have a material adverse effect on the Company's results of operations, financial position, or cash flows. Any judgment, settlement, or other cost incurred by Tyco International in connection with these matters not specifically allocated to Tyco International, Covidien, or the Company would be subject to the liability sharing provisions of the Separation and Distribution Agreement.

Income Taxes

In connection with the Separation, the Company entered into a Tax Sharing Agreement that generally governs Covidien's, Tyco Electronics', and Tyco International's respective rights, responsibilities, and obligations after the distribution with respect to taxes, including ordinary course of business taxes and taxes, if any, incurred as a result of any failure of the distribution of all of the shares of Covidien or Tyco Electronics to qualify as a tax-free distribution for U.S. federal income tax purposes within the meaning of Section 355 of the Internal Revenue Code (the "Code") or certain internal transactions undertaken in anticipation of the spin-offs to qualify for tax-favored treatment under the Code.

Pursuant to the Separation and Distribution Agreement and Tax Sharing Agreement, upon Separation, the Company entered into certain guarantee commitments and indemnifications with Tyco International and Covidien. Under these agreements, principally the Tax Sharing Agreement, Tyco International, Covidien, and Tyco Electronics share 27%, 42%, and 31%, respectively, of certain contingent liabilities relating to unresolved pre-Separation tax matters of Tyco International. The effect of the Tax Sharing Agreement is to indemnify the Company for 69% of certain liabilities settled in cash by the Company with respect to unresolved pre-Separation tax matters. Pursuant to that indemnification, the Company has made similar indemnifications to Tyco International and Covidien with respect to 31% of certain liabilities settled in cash by the companies with respect to unresolved pre-Separation tax matters. If any of the companies responsible for all or a portion of such liabilities

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

were to default in its payment of costs or expenses related to any such liability, the Company would be responsible for a portion of the defaulting party or parties' obligation.

Prior to Separation, certain of the Company's subsidiaries filed combined tax returns with Tyco International. Those and other of the Company and its subsidiaries' income tax returns are periodically examined by various tax authorities. In connection with these examinations, tax authorities, including the Internal Revenue Service ("IRS"), have raised issues and proposed tax adjustments. Tyco International, as the U.S. income tax audit controlling party under the Tax Sharing Agreement, is reviewing and contesting certain of the proposed tax adjustments. Amounts related to these tax adjustments and other tax contingencies and related interest that management has assessed under the uncertain tax position provisions of ASC 740, which relate specifically to Tyco Electronics entities have been recorded on the Consolidated and Combined Financial Statements. In addition, the Company may be required to fund portions of Covidien and Tyco International's tax obligations. Estimates about these guarantees have also been recognized on the Consolidated and Combined Financial Statements. See Note 12 for additional information.

In prior years, in connection with the IRS audit of various fiscal years, Tyco International submitted to the IRS proposed adjustments to these prior period U.S. federal income tax returns resulting in a reduction in the taxable income previously filed. The IRS accepted substantially all of the proposed adjustments for fiscal 1997 through 2000 for which the IRS had completed its field work. On the basis of previously accepted amendments, the Company has determined that acceptance of adjustments presented for additional periods through fiscal 2005 is probable and, accordingly, has recorded them, as well as the impacts of the adjustments accepted by the IRS, on the Consolidated and Combined Financial Statements.

Tyco International continues to complete proposed adjustments to the remainder of its U.S. federal income tax returns. In fiscal 2009, certain proposed adjustments to U.S. federal income tax returns were completed by Tyco International and in connection with these adjustments, the Company recorded a \$97 million increase in income tax liabilities, a \$10 million increase in deferred tax assets, a \$60 million increase in the receivable from Tyco International and Covidien in connection with the Tax Sharing Agreement, and a \$27 million charge to contributed surplus. In fiscal 2008, certain proposed adjustments to U.S. federal income tax returns were completed by Tyco International and presented to the IRS. As a result, in fiscal 2008, the Company recorded a \$225 million decrease in income tax liabilities, a \$42 million decrease in deferred tax assets, a \$140 million decrease in the receivable from Tyco International and Covidien in connection with the Tax Sharing Agreement, a \$57 million increase in the indemnification liability to Tyco International and Covidien, and a \$14 million charge to contributed surplus. See Note 12 for additional information regarding the indemnification liability to Tyco International and Covidien.

In fiscal 2008, Tyco International, Covidien, and the Company completed and filed certain fiscal 2007 U.S. consolidated federal and state income tax returns which included a combination of Tyco International, Covidien, and the Company's subsidiaries. As a result, the Company recorded a \$66 million decrease in income tax liabilities with a corresponding offset to the income tax receivable, a \$44 million decrease in the receivable from Tyco International and Covidien and a \$42 million decrease in the payable to Tyco International and Covidien pursuant to the Tax Sharing Agreement, a \$30 million increase in contributed surplus, and a \$32 million net adjustment to other related tax accounts.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

As the Company's tax return positions continue to be updated for periods prior to Separation, additional adjustments may be identified and recorded on the Consolidated and Combined Financial Statements. While the final adjustments cannot be determined until the income tax return amendment process is completed, the Company believes that any resulting adjustments will not have a material impact on its results of operations, financial position, or cash flows. Additionally, adjustments may be recorded to shareholders' equity in the future for the impact of filing final or amended income tax returns in certain jurisdictions where those returns include a combination of Tyco International, Covidien, and/or the Company's subsidiaries for the periods prior to the Separation.

During fiscal 2007, the IRS concluded its field examination of certain of Tyco International's U.S. federal income tax returns for the years 1997 through 2000 and issued anticipated Revenue Agent Reports which reflect the IRS' determination of proposed tax adjustments for the periods under audit. Tyco International has agreed with the IRS on adjustments totaling \$498 million, with an estimated cash impact of \$458 million which was paid by Tyco International during fiscal 2007. The Company's portion of this payment was \$163 million. It is the Company's understanding that Tyco International has appealed other proposed adjustments totaling approximately \$1 billion and is vigorously defending its prior filed tax return positions. Additionally, the IRS proposed civil fraud penalties against Tyco International arising from alleged actions of former executives in connection with certain intercompany transfers of stock in 1998 and 1999. Any penalty imposed would be subject to sharing with Tyco International and Covidien under the Tax Sharing Agreement. It is the Company's understanding that Tyco International is vigorously opposing the assertion of any such penalties.

It is the Company's understanding that Tyco International has made progress during fiscal 2009 towards resolving several of the disputed tax issues for the years 1997 through 2000 and it could reach agreement with the IRS on these matters within the next twelve months. During the fourth quarter of fiscal 2009, Tyco International settled a matter with the IRS concerning certain tax deductions claimed on Tyco International's income tax returns for the years 2001 through 2004. As a result of this settlement, the Company recorded a \$28 million income tax charge in the fourth quarter of fiscal 2009 to reflect the disallowance of a portion of these deductions. The IRS continues to audit certain Tyco International income tax returns for the years 2001 through 2004.

The Company continues to believe that the amounts recorded in its Consolidated and Combined Financial Statements relating to the matters discussed above are appropriate. However, the ultimate resolution is uncertain and could result in a material impact to the Company's results of operations, financial position, or cash flows.

Environmental Matters

The Company is involved in various stages of investigation and cleanup related to environmental remediation matters at a number of sites. The ultimate cost of site cleanup is difficult to predict given the uncertainties regarding the extent of the required cleanup, the interpretation of applicable laws and regulations, and alternative cleanup methods. As of fiscal year end 2009, the Company concluded that it was probable that it would incur remedial costs in the range of approximately \$13 million to \$26 million. As of fiscal year end 2009, the Company concluded that the best estimate within this range is approximately \$16 million, of which \$5 million is included in accrued and other current liabilities and \$11 million is included in other liabilities on the Consolidated Balance Sheet. In view of the Company's financial position and reserves for environmental matters of \$16 million, the Company believes that any potential payment of such estimated amounts will not have a material adverse effect on its results of operations, financial position, or cash flows.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

Matters Related to the Company's Former Wireless Systems Business

Certain liabilities and contingencies related to the Company's former Wireless Systems business were retained by the Company when this business was sold in the third quarter of fiscal 2009. These include certain retained liabilities related to the State of New York contract and a contingent purchase price commitment related to the acquisition of Com-Net by the Wireless Systems business in 2001. See additional information below. Also, see Note 5 for additional information regarding the divestiture of the Wireless Systems business.

State of New York Contract

On September 19, 2005, the Company was awarded a twenty-year lease contract with the State of New York to construct, operate, and maintain a statewide wireless communications network for use by state and municipal first responders. On August 29, 2008, the Company was served by the State with a default notice related to the first regional network, pursuant to the contract. Under the terms of the contract, the Company had 45 days to rectify the purported deficiencies noted by the State. On October 16, 2008, the Company informed the State that all technical deficiencies had been remediated and the system was operating in accordance with the contract specifications and certified the system ready for testing. The State conducted further testing during November and December 2008. On January 15, 2009, the State notified the Company that, in the State's opinion, the Company had not fully remediated the issues cited by the State and it had determined that the Company was in default of the contract and that it had exercised its right to terminate the contract. The State contends that it has the right under the contract to recoup costs incurred by the State in conjunction with the implementation of the network, and as a result of this contention, on January 16, 2009, the State drew down \$50 million against an irrevocable standby letter of credit funded by the Company. The State has the ability to draw up to an additional \$50 million against the standby letter of credit, although the Company disputes that the State has any basis to do so.

On February 13, 2009, the Company filed a claim in the New York Court of Claims, seeking over \$100 million in damages, and alleging a number of causes of action, including breach of contract, unjust enrichment, defamation, conversion, breach of the covenant of good faith and fair dealing, the imposition of a constructive trust, and seeking a declaration that the State terminated the contract "for convenience." On September 25, 2009, the Court granted the State's motion to dismiss all counts of the complaint, with the exception of the breach of contract claims. On November 16, 2009, the State filed an answer to the complaint and counterclaim. The counterclaim asserts a claim for breach of contract and alleges that the State has incurred damages in excess of \$275 million. The Company believes that the counterclaim is without merit and intends to vigorously pursue its claims in this matter. The parties are now proceeding with discovery.

As a result of these actions, in the first quarter of fiscal 2009, the Company recorded pre-tax charges totaling \$111 million associated with this contract. These charges are reflected in income (loss) from discontinued operations on the Consolidated and Combined Statement of Operations as a result of the Company's sale of the Wireless Systems business. See Note 5 for further discussion of discontinued operations and the sale of the Wireless Systems business. The charges included an impairment charge of \$61 million to write-off all costs incurred in constructing the network as well as a charge equal to the amount drawn by the State against the standby letter of credit of \$50 million. The assets related to the impairment charge were previously reflected primarily as inventory on the

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

15. Commitments and Contingencies (Continued)

Consolidated Balance Sheet. The Company has not recognized any revenue related to the lease contract.

Com-Net

At September 25, 2009, the Company had a contingent purchase price commitment of \$80 million related to its fiscal 2001 acquisition of Com-Net. This represents the maximum amount payable to the former shareholders of Com-Net only after the construction and installation of a communications system for the State of Florida is finished and the State of Florida has approved the system based on the guidelines set forth in the contract. Under the terms of the purchase and sale agreement, the Company does not believe it has any obligation to the sellers. However, the sellers have contested the Company's position and initiated a lawsuit in June 2006 in the Court of Common Pleas in Allegheny County, Pennsylvania, which is in the motion pleading and discovery phase. A liability for this contingency has not been recorded on the Consolidated and Combined Financial Statements as the Company does not believe that any payment is probable or estimable at this time.

16. Fair Value Measurements

The Company adopted ASC 820 (Fair Value Measurements and Disclosures) on September 27, 2008. ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. The Company will adopt the provisions of ASC 820 for nonfinancial assets and liabilities in fiscal 2010; adoption will not have a material impact on the Company's results of operations, financial position, or cash flows.

ASC 820 specifies a fair value hierarchy based upon the observability of the inputs utilized in the valuation. Observable inputs (highest level) reflect market data obtained from independent sources, while unobservable inputs (lowest level) reflect internally developed market assumptions. In accordance with ASC 820, fair value measurements are classified under the following hierarchy:

- Level 1—Quoted prices in active markets for identical assets and liabilities.
- Level 2—Quoted prices in active markets for similar assets and liabilities, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets and liabilities. This includes certain pricing models, discounted cash flows methodologies and similar techniques that use significant unobservable inputs.

The adoption of the fair value provisions of ASC 820 had no effect on the Company's results of operations, financial position, or cash flows.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

16. Fair Value Measurements (Continued)

Assets and liabilities recorded at fair value were as follows:

Description	Fair Value Measurements Using Inputs Considered as			Fair Value at September 25, 2009
	Level 1	Level 2	Level 3	
	(in millions)			
Assets:				
Commodity swap contracts	\$ 1	\$ —	\$ —	\$ 1
Foreign currency contracts	—	3	—	3
Rabbi trust assets	76	—	—	76
Total assets at fair value	\$ 77	\$ 3	\$ —	\$ 80
Liabilities:				
Foreign currency contracts	\$ —	\$ 4	\$ —	\$ 4

The Company does not have significant financial assets or liabilities that are measured at fair value on a non-recurring basis.

The following is a description of the valuation methodologies used for the respective assets and liabilities measured at fair value:

- Commodity swap contracts—Fair value of these assets and liabilities is determined using quoted futures exchanges (level 1).
- Foreign currency contracts—Fair value of these assets and liabilities is determined based on observable market transactions of spot currency rates and forward rates (level 2).
- Rabbi trust assets—Rabbi trust assets are comprised of marketable debt and equity securities that are marked to fair value based on unadjusted quoted prices in active markets (level 1).

The majority of derivatives entered into by the Company are valued using the over-the-counter quoted market prices for similar instruments. The Company does not believe that fair values of these derivative instruments materially differ from the amounts that could be realized upon settlement or maturity.

17. Related Party Transactions

Trade Activity

Prior to Separation, the Company sold certain of its manufactured products consisting primarily of connectors and cable assemblies to Tyco International and its affiliates, at prices which approximated fair value. Sales to Tyco International and its affiliates, which are included in net sales on the Consolidated and Combined Statements of Operations, were \$60 million during the first nine months of fiscal 2007.

Debt Related Allocations

The Company was allocated a portion of Tyco International's net interest expense and loss on retirement of debt in fiscal 2007. See Note 11 for further information regarding these allocations.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

17. Related Party Transactions (Continued)

Allocated Expenses

In fiscal 2007, the Company was allocated a net charge from Tyco International of \$887 million related to the class action settlement. See Note 15 for further information regarding the class action settlement.

Prior to Separation, the Company was allocated general corporate overhead expenses from Tyco International for corporate-related functions based on a pro-rata percentage of Tyco International's consolidated net revenue. General corporate overhead expenses primarily related to centralized corporate functions, including treasury, tax, legal, internal audit, human resources, and risk management functions. During fiscal 2007, the Company was allocated \$152 million of general corporate overhead expenses incurred by Tyco International, which are included within selling, general, and administrative expenses on the Consolidated and Combined Statement of Operations.

As discussed in Note 1, the Company believes the assumptions and methodologies underlying the allocation of general corporate overhead expenses and net class action settlement costs from Tyco International were reasonable. However, such expenses may not be indicative of the actual level of expenses that would have been incurred by the Company had it been operating as an independent, publicly-traded company during the period prior to Separation.

Transactions with Tyco Electronics' and Tyco International's Directors

During fiscal 2009, 2008, and 2007, the Company engaged in commercial transactions in the normal course of business with companies where Tyco Electronics' directors were employed and served as officers. Purchases from and sales to such companies were not material during each of these periods. In addition, during the period prior to the Separation in fiscal 2007, the Company engaged in commercial transactions in the normal course of business with companies where Tyco International's directors were employed and served as officers. Tyco Electronics' purchases from and sales to such companies were not material in pre-Separation fiscal 2007.

18. Income Taxes

The Company's operations are conducted through its various subsidiaries in a number of countries throughout the world. The Company has provided for income taxes based upon the tax laws and rates in the countries in which its operations are conducted and income and loss from operations is subject to taxation. In fiscal 2009, the Company changed its place of incorporation from Bermuda to Switzerland. The Company does not expect the change to materially impact its tax provision or cash tax burden.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

Significant components of the income tax provision (benefit) for fiscal 2009, 2008, and 2007 were as follows:

	Fiscal		
	2009	2008	2007
	(in millions)		
Current:			
United States:			
Federal	\$ (92)	\$ 132	\$ 45
State	(16)	(20)	—
Non-U.S.	115	264	276
Current income tax provision (benefit)	7	376	321
Deferred:			
United States:			
Federal	(490)	116	151
State	(12)	34	(9)
Non-U.S.	(81)	14	2
Deferred income tax provision (benefit)	(583)	164	144
	\$ (576)	\$ 540	\$ 465

The U.S. and non-U.S. components of income (loss) from continuing operations before income taxes and minority interest for 2009, 2008, and 2007 were as follows:

	Fiscal		
	2009	2008	2007
	(in millions)		
U.S.	\$ (3,813)	\$ 271	\$ 282
Non-U.S.	143	1,801	(25)
Income (loss) from continuing operations before income taxes and minority interest	\$ (3,670)	\$ 2,072	\$ 257

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

The reconciliation between U.S. federal income taxes at the statutory rate and the Company's provision (benefit) for income taxes on continuing operations for fiscal 2009, 2008, and 2007 was as follows:

	Fiscal		
	2009	2008	2007
	(in millions)		
Notional U.S. federal income tax expense (benefit) at the statutory rate	\$ (1,285)	\$ 725	\$ 90
Adjustments to reconcile to the income tax provision (benefit):			
U.S. state income tax provision (benefit), net	(18)	2	(5)
Other (income) expense—Tax Sharing Agreement	24	(198)	(5)
Class action settlement	26	8	312
Divestitures and impairments	734	21	—
Proposed adjustments to prior year tax returns	—	(4)	9
Tax law changes	(21)	5	(11)
Tax credits	(19)	(8)	(6)
Non-U.S. net earnings ⁽¹⁾	(127)	(121)	(99)
Nondeductible charges	6	10	5
Change in accrued income tax liabilities	48	100	53
Allocated loss (gain) on retirement of debt	(7)	—	81
Valuation allowance	48	23	26
Adjustment to tax account balances	—	(33)	—
Other	15	10	15
Provision (benefit) for income taxes	<u>\$ (576)</u>	<u>\$ 540</u>	<u>\$ 465</u>

(1) Excludes asset impairments, nondeductible charges, and other items which are broken out separately in the table.

The tax provision for fiscal 2009 was impacted by the \$3,547 million pre-tax impairment of goodwill for which a partial tax benefit of \$523 million was recorded, a \$28 million charge related to the settlement of a tax matter (see Note 15 for additional information), a \$144 million pre-tax charge related to pre-Separation securities litigation for which a partial tax benefit of \$25 million was recorded, and a \$24 million detriment related to a \$68 million pre-tax expense recognized pursuant to the Company's Tax Sharing Agreement with Tyco International and Covidien. See Notes 15 and 19 for additional information regarding the Tax Sharing Agreement. Additionally, the fiscal 2009 tax provision included adjustments related to prior years tax returns, including a \$49 million tax benefit, as discussed below. The \$49 million tax benefit is reflected in change in accrued income tax liabilities in fiscal 2009 in the reconciliation above.

During fiscal 2009, in connection with the IRS examination of the Company's 2001 through 2004 U.S. federal income tax returns, certain favorable

adjustments were identified and presented to the IRS. These adjustments resulted in a net \$49 million tax benefit included in the tax provision, a \$42 million increase to deferred tax assets, and a \$7 million reduction of income tax liabilities. The Company concluded these items were not material to current or prior years financial statements and, accordingly, recorded them during the fourth quarter of fiscal 2009.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

The provision for fiscal 2008 includes a benefit of \$198 million primarily related to the pre-tax income of \$545 million recognized in connection with the adoption of the uncertain tax position provisions of ASC 740, for which no tax was provided. The provision was also impacted by increased accruals in fiscal 2008 of interest related to uncertain tax positions partially offset by a \$42 million benefit associated with a favorable settlement with a taxing authority for certain pre-Separation tax issues. In addition, the provision for fiscal 2008 reflects the benefits of increased profitability in operations in lower tax rate jurisdictions, a \$33 million benefit related to adjustments to tax account balances, a \$25 million increase in the valuation allowance related to restructuring charges, and a \$22 million tax detriment recorded in connection with the goodwill impairment charge for which a tax benefit was not fully realized.

During fiscal 2008, the Company, in connection with the implementation of certain new control processes, completed the analysis and reconciliation of its tax accounts. As a result of this analysis, the Company adjusted its tax account balances and recorded a \$34 million reduction in income tax liabilities, a \$1 million increase in deferred tax liabilities, and a \$33 million benefit in the income tax provision.

In fiscal 2007, no tax benefits were recorded related to the pre-tax charges for the class action settlement and loss on retirement of debt. The net increase of \$26 million of deferred tax asset valuation allowances in fiscal 2007 reflects the tax impacts of increased borrowings as a result of the class action settlement and the Company's Separation from Tyco International.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

Deferred income taxes result from temporary differences between the amount of assets and liabilities recognized for financial reporting and tax purposes. The components of the net deferred income tax asset at fiscal year end 2009 and 2008 were as follows:

	Fiscal	
	2009	2008
(in millions)		
Deferred tax assets:		
Accrued liabilities and reserves	\$ 292	\$ 273
Tax loss and credit carryforwards	4,131	2,512
Inventories	79	46
Pension and postretirement benefits	301	175
Deferred revenue	20	43
Interest	196	227
Unrecognized tax benefits	413	392
Other	16	23
	<u>5,448</u>	<u>3,691</u>
Deferred tax liabilities:		
Intangible assets	(368)	(875)
Property, plant, and equipment	(86)	(94)
Other	(38)	(47)
	<u>(492)</u>	<u>(1,016)</u>
Net deferred tax asset before valuation allowance	4,956	2,675
Valuation allowance	(2,487)	(873)
Net deferred tax asset	<u>\$ 2,469</u>	<u>\$ 1,802</u>

During fiscal 2009, tax loss and credit carryforwards increased primarily due to tax losses of \$1,550 million (tax effected) generated in connection with the write-down of investments in subsidiaries in certain jurisdictions. The valuation allowance was increased by a corresponding amount due to the uncertainty of the future realization of these tax losses.

At fiscal year end 2009, the Company had approximately \$1,447 million of U.S. federal and \$181 million of U.S. state net operating loss carryforwards (tax effected) which will expire in future years through 2029. In addition, at fiscal year end 2009, the Company had approximately \$149 million of U.S. federal tax credit carryforwards, of which \$29 million have no expiration and \$120 million will expire in future years through 2029, and \$31 million of U.S. state tax credits carryforwards which will expire in future years through 2024. The Company also had \$84 million of U.S. federal capital loss carryforwards (tax effected) expiring through 2014 at fiscal year end 2009.

At fiscal year end 2009, the Company had approximately \$2,228 million of net operating loss carryforwards (tax effected) in certain non-U.S. jurisdictions, of which \$1,728 million have no expiration and \$500 million will expire in future years through 2023. Also, at fiscal year end 2009, there were \$4 million of non-U.S. tax credit carryforwards which will expire in future years through 2023 and \$7 million of non-U.S. capital loss carryforwards (tax effected) with no expiration.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

The valuation allowance for deferred tax assets of \$2,487 million and \$873 million at fiscal year end 2009 and 2008, respectively, relates principally to the uncertainty of the utilization of certain deferred tax assets, primarily tax loss, capital loss, and credit carryforwards in various jurisdictions. The Company believes that it will generate sufficient future taxable income to realize the tax benefits related to the remaining net deferred tax assets on its Consolidated Balance Sheet. The valuation allowance was calculated in accordance with the provisions of ASC 740 which require that a valuation allowance be established or maintained when it is more likely than not that all or a portion of deferred tax assets will not be realized. At fiscal year end 2009, approximately \$40 million of the valuation allowance relates to share-based compensation and will be recorded to equity if certain net operating losses and tax credit carryforwards are utilized.

The calculation of the Company's tax liabilities includes estimates for uncertainties in the application of complex tax regulations across multiple global jurisdictions where the Company conducts its operations. Under the uncertain tax position provisions of ASC 740, the Company recognizes liabilities for tax as well as related interest for issues in the U.S. and other tax jurisdictions based on its estimate of whether, and the extent to which, additional taxes and related interest will be due. These tax liabilities and related interest are reflected net of the impact of related tax loss carryforwards as such tax loss carryforwards will be applied against these tax liabilities and will reduce the amount of cash tax payments due upon the eventual settlement with the tax authorities. These estimates may change due to changing facts and circumstances; however, due to the complexity of these uncertainties, the ultimate resolution may result in a settlement that differs from the Company's current estimate of the tax liabilities and related interest. Further, management has reviewed with tax counsel the issues raised by certain taxing authorities and the adequacy of these recorded amounts. If the Company's current estimate of tax and interest liabilities is less than the ultimate settlement, an additional charge to income tax expense may result. If the Company's current estimate of tax and interest liabilities is more than the ultimate settlement, income tax benefits may be recognized. Substantially all of these tax liabilities and related interest are recorded in income taxes on the Consolidated Balance Sheet as payment is not expected within one year.

The Company has provided income taxes for earnings that are currently distributed as well as the taxes associated with several subsidiaries' earnings that are expected to be distributed in fiscal 2010. No additional provision has been made for U.S. or non-U.S. income taxes on the undistributed earnings of subsidiaries or for unrecognized deferred tax liabilities for temporary differences related to basis differences in investments in subsidiaries, as such earnings are expected to be permanently reinvested, the investments are essentially permanent in duration, or the Company has concluded that no additional tax liability will arise as a result of the distribution of such earnings. As of September 25, 2009, certain subsidiaries had approximately \$14 billion of undistributed earnings that the Company intends to permanently reinvest. A liability could arise if the Company's intention to permanently reinvest such earnings were to change and amounts are distributed by such subsidiaries or if such subsidiaries are ultimately disposed. It is not practicable to estimate the additional income taxes related to permanently reinvested earnings or the basis differences related to investments in subsidiaries.

Uncertain Tax Position Provisions of ASC 740

Effective September 29, 2007, the beginning of fiscal 2008, the Company adopted the uncertain tax position provisions of ASC 740. In connection with the adoption, the Company recorded a net increase in contingent tax liabilities of \$1,197 million, an increase in deferred tax assets of \$648 million, and a corresponding decrease in the opening balance of accumulated earnings of \$549 million. Furthermore,

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

pursuant to the Tax Sharing Agreement, certain contingent tax liabilities related to unresolved tax matters are subject to sharing between Tyco International, Covidien, and the Company. See Note 15 for additional information regarding responsibilities for unresolved pre-Separation tax matters. Tyco International and Covidien are contractually obligated for \$531 million of the Company's net increase in contingent tax liabilities recorded in connection with its adoption of the uncertain tax position provisions of ASC 740. Accordingly, the Company recorded this amount in 2008 as other income and recorded the related increase in the receivable from Tyco International and Covidien for shared contingent tax liabilities. In addition, in connection with the adoption of the uncertain tax position provisions of ASC 740, the Company reassessed and decreased its guarantee liabilities pursuant to ASC 460 liability to Tyco International and Covidien and recorded \$14 million of other income. See Note 12 for additional information regarding the Company's indemnifications under the Tax Sharing Agreement. These adjustments are summarized in the following table:

Adoption of Uncertain Tax Position Provisions of ASC 740 and Related Tax Sharing Agreement Income:

	Adjustment to Opening Balance of Accumulated Earnings	Tax Sharing Income
(in millions)		
Contingent tax liabilities	\$ (1,197)	\$ 531
Deferred tax assets	648	—
Guarantee liabilities pursuant to ASC 460	—	14
	<u>\$ (549)</u>	<u>\$ 545</u>

As of September 25, 2009, the Company had total unrecognized tax benefits of \$1,799 million. If recognized in future periods, \$1,732 million of these currently unrecognized tax benefits would impact the income tax provision and effective tax rate. Of the remaining currently unrecognized tax benefits, \$10 million is associated with discontinued operations. As of September 26, 2008, the Company had total unrecognized tax benefits of \$2,009 million. If recognized in future periods, \$1,773 million of these currently unrecognized tax benefits would impact the income tax provision and effective tax rate. Of the remaining currently unrecognized tax benefits, \$57 million is associated with discontinued operations. The following table summarizes the activity related to the Company's unrecognized tax benefits:

	Fiscal	
	2009	2008
(in millions)		
Balance at beginning of fiscal year	\$ 2,009	\$ 1,906
Adjustments to beginning balance	—	123
Additions related to prior periods tax positions	57	259
Reductions related to prior periods tax positions	(292)	(312)
Additions related to current period tax positions	29	42
Settlements	(2)	(1)
Reductions due to lapse of applicable statute of limitations	(2)	(8)
Balance at end of fiscal year	<u>\$ 1,799</u>	<u>\$ 2,009</u>

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

18. Income Taxes (Continued)

The Company records accrued interest as well as penalties related to uncertain tax positions as part of the provision for income taxes. As of September 25, 2009, the Company had recorded \$1,215 million of accrued interest and penalties related to uncertain tax positions on the Consolidated Balance Sheet of which \$1,214 million was recorded in income taxes and \$1 million was recorded in accrued and other current liabilities. During fiscal 2009 and 2008, the Company recognized \$82 million and \$115 million, respectively, of interest and penalties on the Consolidated and Combined Statements of Operations. As of September 26, 2008, the balance of accrued interest and penalties was \$1,110 million of which \$1,106 million was recorded in income taxes and \$4 million was recorded in accrued and other current liabilities.

In fiscal 2007, the IRS concluded its field examination of certain of Tyco International's U.S. federal income tax returns for the years 1997 through 2000. Tyco International is in the process of appealing certain tax adjustments proposed by the IRS related to this period. In fiscal 2008, the IRS commenced its field examination of certain Tyco International U.S. federal income tax returns for the years 2001 through 2004. Tyco International's U.S. federal tax filings for years subsequent to 2004 also remain open to examination by the IRS. See Note 15 for additional information regarding the status of IRS examinations.

The Company files income tax returns on a combined, unitary, or stand-alone basis in multiple state and local jurisdictions, which generally have statutes of limitations ranging from 3 to 4 years. Various state and local income tax returns are currently in the process of examination or administrative appeal.

The Company's non-U.S. subsidiaries file income tax returns in the countries in which they have operations. Generally, these countries have statutes of limitations ranging from 3 to 10 years. Various non-U.S. subsidiary income tax returns are currently in the process of examination by taxing authorities.

TYCO ELECTRONICS LTD.**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)****18. Income Taxes (Continued)**

As of September 25, 2009, under applicable statutes, the following tax years remained subject to examination in the major tax jurisdictions indicated:

<u>Jurisdiction</u>	<u>Open Years</u>
Belgium	2006 through 2009
Brazil	2004 through 2009
Canada	2002 through 2009
China	1999 through 2009
Czech Republic	2006 through 2009
France	2007 through 2009
Germany	2003 through 2009
Hong Kong	2003 through 2009
India	2001 through 2009
Italy	2004 through 2009
Japan	2003 through 2009
Korea	2004 through 2009
Luxembourg	2004 through 2009
Netherlands	2006 through 2009
Portugal	2006 through 2009
Singapore	2000 through 2009
Spain	2004 through 2009
Switzerland	2008 through 2009
United Kingdom	2007 through 2009
United States, federal and state and local	1994 through 2009

In most jurisdictions, taxing authorities retain the ability to review prior tax years and to adjust any net operating loss and tax credit carryforwards from these years that are utilized in a subsequent period.

Although it is difficult to predict the timing or results of certain pending examinations, it is the Company's understanding that Tyco International has made progress during fiscal 2009 towards resolving with the IRS certain disputed tax adjustments related to Tyco International's U.S. federal income tax returns for the years 1997 through 2000. Accordingly, Tyco International and the IRS could reach agreement on these matters within the next twelve months. However, the ultimate resolution is uncertain and it is not possible to estimate the impact of an agreement with respect to the amount of unrecognized tax benefits on the Consolidated Balance Sheet as of September 25, 2009.

The Company is not aware of any other matters that would result in significant changes to the amount of unrecognized tax benefits reflected on the Consolidated Balance Sheet as of September 25, 2009.

19. Other Income (Expense), Net

In fiscal 2009, the Company recorded net other expense of \$48 million, consisting of \$68 million of expense pursuant to the Tax Sharing Agreement with Tyco International and Covidien, a \$22 million gain on the retirement of debt, and \$2 million of unrealized losses on rabbi trust assets. The \$68 million of expense is attributable to a net reduction of an indemnification asset primarily as a

TYCO ELECTRONICS LTD.**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)****19. Other Income (Expense), Net (Continued)**

result of the settlement of various matters with the IRS. See Note 15 for further information regarding the Tax Sharing Agreement. See Note 11 for additional information regarding the gain on retirement of debt.

In fiscal 2008, the Company recorded other income of \$567 million pursuant to the Tax Sharing Agreement with Tyco International and Covidien, of which \$545 million (\$1.13 for basic earnings per share and \$1.12 for diluted earnings per share in fiscal 2008) related to certain incremental tax liabilities recorded by the Company in connection with the adoption of the uncertain tax position provisions of ASC 740. See Note 18 for additional information regarding the adoption of the uncertain tax position provisions of ASC 740.

Net other expense of \$219 million in fiscal 2007 includes an allocation from Tyco International of \$232 million for loss on retirement of debt. See Note 11 for additional information. Additionally, in fiscal 2007, the Company recorded other income of \$13 million pursuant to the Tax Sharing Agreement with Tyco International and Covidien.

20. Earnings (Loss) Per Share

The computation of basic earnings (loss) per share is based on the Company's net income (loss) divided by the basic weighted-average number of common shares outstanding. The computation of diluted earnings (loss) per share is based on the Company's net income (loss) divided by the weighted-average number of common shares outstanding adjusted for potentially dilutive unexercised share options and non-vested restricted share awards. The following table sets forth the denominators of the basic and diluted earnings (loss) per share computations:

	Fiscal		
	<u>2009</u>	<u>2008</u>	<u>2007</u>
	(in millions)		
Weighted-average shares outstanding:			
Basic	459	483	497
Share options and restricted share awards	—	3	—
Diluted	<u>459</u>	<u>486</u>	<u>497</u>

For fiscal 2009, 2008, and 2007, certain share options were not included in the computation of diluted earnings (loss) per share because the underlying exercise prices were greater than the average market prices of Tyco Electronics' common shares and inclusion would be antidilutive. Such shares not included in the computation of diluted earnings (loss) per share totaled 20 million, 21 million, and 20 million as of September 25, 2009, September 26, 2008, and September 28, 2007, respectively.

For fiscal 2009 and 2007, non-vested restricted share awards and options to purchase Tyco Electronics' common shares with the underlying exercise prices less than the average market prices were outstanding, but were excluded from the calculations of diluted loss per share as inclusion of these securities would have been antidilutive. Such shares not included in the computation of diluted loss per share totaled 1 million and 3 million as of September 25, 2009 and September 28, 2007, respectively.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

21. Equity

Change of Domicile

Effective June 25, 2009, the Company changed its jurisdiction of incorporation from Bermuda to Switzerland. In connection with the Change of Domicile and in accordance with the laws of Switzerland, the par value of the Company's common shares increased from \$0.20 per share to 2.60 Swiss Francs ("CHF") per share (or \$2.40 based on an exchange rate in effect on June 22, 2009). The Change of Domicile was approved at a special meeting of shareholders held on June 22, 2009. The following steps occurred in connection with the Change of Domicile, which did not result in a change to total Shareholders' Equity:

- 1) the par value of common shares was increased from \$0.20 to CHF 2.60 through a 1-for-12 reverse share split, followed by the issuance of 11 fully paid bonus shares so that the same number of shares were outstanding before and after the Change of Domicile but with an increased par value per share, which reduced contributed surplus by \$1.1 billion with a corresponding increase to common shares;
- 2) the cancellation of approximately 32 million shares held in treasury;
- 3) the elimination of share premium with a corresponding increase to contributed surplus, all of which was designated as freely distributable reserves for Swiss corporate law purposes; and
- 4) the elimination of 125 million authorized preferred shares, none of which were issued and outstanding.

Preferred Shares

In connection with the Change of Domicile, as discussed above, all authorized preferred shares were eliminated. At September 26, 2008, the Company had authorized 125,000,000 preferred shares, par value of \$0.20, none of which were issued and outstanding.

Common Shares

As a result of the adoption of the Company's new articles of association in connection with the Change of Domicile but prior to the distribution to shareholders discussed under "Distributions to Shareholders" below, the Company's ordinary share capital was \$1,124 million with 468 million registered common shares and a par value of CHF 2.60 (or \$2.40 based on an exchange rate in effect on June 22, 2009). Subject to certain conditions specified in the articles of association, the shareholders have authorized the Company's board of directors to increase the Company's share capital (the value, in CHF, of authorized shares multiplied by the par value), by issuing up to 234 million conditional shares and up to 234 million authorized shares (until June 22, 2011). Although the Company states its par value in Swiss Francs, it continues to use the U.S. Dollar as its reporting currency for preparing its Consolidated and Combined Financial Statements.

Common Shares Held in Treasury

During the fourth quarter of fiscal 2009, the Company transferred 10 million common shares held in treasury to a subsidiary. Shares held by the subsidiary continue to be presented as treasury shares on the Consolidated Balance Sheet.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

21. Equity (Continued)

Prior to the Change of Domicile, approximately 32 million shares held by the Company in treasury were cancelled, leaving 10 million shares held in treasury as of June 26, 2009. At September 26, 2008, there were 37 million shares held in treasury.

Share Premium and Contributed Surplus

As of September 26, 2008, the Company was incorporated under the laws of Bermuda. Prior to the Change of Domicile, in accordance with the Bermuda Companies Act, when the Company issued shares for cash at a premium to their par value, the resulting premium was an increase to a share premium account, a non-distributable reserve. Contributed surplus, subject to certain conditions, is a distributable reserve.

Distributions to Shareholders

Under current Swiss law, distributions to shareholders made in the form of a reduction of registered share capital are exempt from Swiss withholding tax. Beginning on January 1, 2011, subject to the adoption of implementing regulations and amendments to Swiss tax law, distributions to shareholders made out of contributed surplus will be exempt from Swiss withholding tax. Distributions or dividends on the Company's shares must be approved by the Company's shareholders.

On June 22, 2009, the Company's shareholders approved a cash distribution to shareholders in the form of a capital reduction to the par value of the Company's common shares of CHF 0.17 per share. During the quarter ended September 25, 2009, the distribution was paid in U.S. Dollars at a rate of \$0.16 per share. This capital reduction reduced the par value of the Company's common shares from CHF 2.60 (equivalent to \$2.40) to CHF 2.43 (equivalent to \$2.24).

Upon approval by the shareholders of the cash distribution in the form of a capital reduction, the Company records a liability with a corresponding charge to common shares. There were no unpaid dividends and distributions to shareholders as of September 25, 2009. Dividends declared but not paid were recorded in accrued and other current liabilities on the Consolidated Balance Sheet at September 26, 2008.

Share Repurchase Program

During fiscal 2009, the Company purchased approximately 6 million of its common shares for \$125 million under its share repurchase program. Also, during fiscal 2009, the Company settled purchases of \$27 million of its common shares which occurred prior to the end of fiscal 2008. In fiscal 2008, the Company repurchased approximately 37 million common shares for \$1,269 million under this program, of which \$1,242 million was paid as of September 26, 2008. No common shares were repurchased under this program in fiscal 2007. Since inception of the share repurchase program, which has a current authorization of \$2,000 million, the Company has purchased approximately 43 million shares for \$1,394 million.

Parent Company Investment and Separation Related Equity Adjustments

For the period prior to June 29, 2007, Tyco International's investment in the electronics businesses is shown as parent company investment on the Consolidated and Combined Financial Statements. Parent company investment represents the historical investment of capital into the Company, the

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

21. Equity (Continued)

Company's accumulated net earnings after taxes, and the net effect of transactions with and allocations from Tyco International. See Note 17 for additional information regarding the allocation to the Company of various expenses incurred by Tyco International.

On June 29, 2007, Tyco International completed a distribution of one common share of Tyco Electronics Ltd. for every four common shares of Tyco International. Following the Separation, the Company had 497 million common shares outstanding. After the Separation adjustments were recorded on June 29, 2007, the remaining parent company investment balance, which includes all earnings prior to the Separation, was transferred to contributed surplus. Net income subsequent to the Separation is included in accumulated earnings.

During fiscal 2007, the Company assumed \$1,091 million of contingent tax liabilities from Tyco International and recorded a related receivable of \$844 million from Tyco International and Covidien to reflect the 69% indemnification granted by each. These items were recorded as adjustments to contributed surplus on the Consolidated and Combined Financial Statements. Certain adjustments were made to those amounts assumed on Separation in periods subsequent to fiscal 2007.

22. Accumulated Other Comprehensive Income

The components of accumulated other comprehensive income were as follows:

	Currency Translation ⁽¹⁾	Unrealized Gain (Loss) on Securities	Unrecognized Pension and Postretirement Benefit Costs	(Loss) Gain on Cash Flow Hedge	Accumulated Other Comprehensive Income
(in millions)					
Balance at					
September 29, 2006	\$ 899	\$ 1	\$ (230)	\$ —	\$ 670
Pre-tax current period change	453	—	319	(53)	719
Income tax expense	—	—	(112)	—	(112)
	<u>1,352</u>	<u>1</u>	<u>(23)</u>	<u>(53)</u>	<u>1,277</u>
Adoption of funded status recognition provisions of ASC 715:					
Pre-tax current period change	—	—	(347)	—	(347)
Income tax benefit	—	—	122	—	122
Total	<u>—</u>	<u>—</u>	<u>(225)</u>	<u>—</u>	<u>(225)</u>
Balance at					
September 28, 2007	1,352	1	(248)	(53)	1,052
Pre-tax current period change	(22)	—	(159)	8	(173)
Income tax (expense) benefit	—	(1)	52	(1)	50
Balance at					
September 26, 2008	1,330	—	(355)	(46)	929
Pre-tax current period change	(206)	—	(416)	11	(611)
Income tax benefit	—	—	137	—	137
Balance at					
September 25, 2009	<u>\$ 1,124</u>	<u>\$ —</u>	<u>\$ (634)</u>	<u>\$ (35)</u>	<u>\$ 455</u>

(1)

Includes hedge of net investment foreign exchange gains or losses, offsetting foreign exchange gains or losses attributable to the translation of the net investments.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

23. Share Plans

All equity awards (restricted share awards and share options) granted by the Company subsequent to Separation were granted under the Tyco Electronics Ltd. 2007 Stock and Incentive Plan, as amended and restated (the "2007 Plan"). The 2007 Plan is administered by the Management Development and Compensation Committee of the board of directors of Tyco Electronics, which consists exclusively of independent directors of Tyco Electronics and provides for the award of share options, stock appreciation rights, annual performance bonuses, long-term performance awards, restricted units, deferred stock units, restricted shares, promissory shares, and other share-based awards (collectively, "Awards"). The 2007 Plan provides for a maximum of 25 million common shares to be issued as Awards, subject to adjustment as provided under the terms of the 2007 Plan. The 2007 Plan allows for the use of authorized but unissued shares or treasury shares to be used to satisfy such awards. As of September 25, 2009, the Company had 10 million shares available under the 2007 Plan.

Prior to the Separation on June 29, 2007, all equity awards held by Company employees were granted by Tyco International under the Tyco International Ltd. 2004 Stock and Incentive Plan or other Tyco International equity incentive plans. Based on the grant date, type of award, and employing company, awards converted from Tyco International to Tyco Electronics awards in different manners. As a result of the conversion, all Tyco Electronics restricted share awards granted to employees of Tyco International and Covidien are fully vested. Approximately 4 million vested options to purchase common shares of the Company are held by current or former employees of Tyco International and Covidien. All share option award conversions were done in accordance with Sections 409A and 424 of the Code.

Restricted Share Awards

Restricted share awards are granted subject to certain restrictions. Conditions of vesting are determined at the time of grant under the 2007 Plan. All restrictions on the award will lapse upon death or disability of the employee. If the employee satisfies retirement or normal retirement requirements, all or a portion of the award may lapse, depending on the terms and conditions of the particular grant. Recipients of restricted shares have the right to vote such shares and receive dividends, whereas recipients of restricted units have no voting rights and receive dividend equivalents. For grants that vest based on certain specified performance criteria, the fair market value of the shares or units is expensed over the period of performance, once achievement of criteria is deemed probable. For grants that vest through passage of time, the fair market value of the award at the time of the grant is amortized to expense over the period of vesting. The fair value of restricted share awards is determined based on the market value of the Company's shares on the grant date. Restricted share awards generally vest in increments over a period of four years as determined by the Management Development and Compensation Committee, or upon attainment of various levels of performance that equal or exceed targeted levels, if applicable. The compensation expense recognized for restricted share awards is net of estimated forfeitures.

TYCO ELECTRONICS LTD.**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)****23. Share Plans (Continued)**

Restricted share award activity for grants as of fiscal year end 2009 and changes during the year then ended is presented below:

<u>Non-vested Restricted Share Awards</u>	<u>Shares</u>	<u>Weighted-Average Grant-Date Fair Value</u>
Non-vested at September 26, 2008	3,328,270	\$ 36.97
Granted	2,938,062	14.30
Vested	(1,409,434)	35.45
Forfeited	(604,708)	23.00
Non-vested at September 25, 2009	<u>4,252,190</u>	<u>\$ 23.80</u>

The weighted-average grant-date fair value of Tyco Electronics restricted share awards granted during fiscal 2009, 2008, and 2007 were \$14.30, \$33.94, and \$39.69, respectively. The weighted-average grant-date fair value of Tyco International restricted share awards granted to Tyco Electronics employees during pre-Separation fiscal 2007 was \$30.34.

As of fiscal year end 2009, there was \$57 million of total unrecognized compensation cost related to non-vested Tyco Electronics restricted share awards. That cost is expected to be recognized over a weighted-average period of 2.5 years.

Deferred Stock Units

Deferred Stock Units ("DSUs") are notional units that are tied to the value of Tyco Electronics common shares with distribution deferred until termination of employment. Distribution, when made, will be in the form of actual shares. Similar to restricted share grants that vest through the passage of time, the fair value of DSUs is determined based on the market value of the Company's shares on the grant date and is amortized to expense over the vesting period. Recipients of DSUs do not have the right to vote such shares and do not have the right to receive cash dividends. However, they have the right to receive dividend equivalents, which are delivered at the same time as the underlying DSUs. Conditions of vesting are determined at the time of grant. As of fiscal year end 2009 and 2008, 111,138 and 53,295 vested but undistributed DSUs were outstanding, respectively. The grant-date fair value of vested but undistributed DSU grants was expensed immediately, is included in the total share-based compensation cost referred to below, and was not significant during fiscal 2009, fiscal 2008, and post-Separation fiscal 2007. There were no DSUs issued prior to Separation.

Share Options

Share options are granted to purchase Tyco Electronics common shares at prices which are equal to or greater than the market price of the common shares on the date the option is granted. Conditions of vesting are determined at the time of grant under the 2007 Plan. Options generally vest and become exercisable in equal annual installments over a period of four years and will generally expire 10 years after the date of grant.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

23. Share Plans (Continued)

Share option activity for grants as of fiscal year end 2009 and changes during the year then ended is presented below:

	<u>Shares</u>	<u>Weighted-Average Exercise Price</u>	<u>Weighted-Average Remaining Contractual Term</u> (in years)	<u>Aggregate Intrinsic Value</u> (in millions)
Outstanding at September 26, 2008	25,465,020	\$ 43.81		
Granted	4,260,100	14.44		
Exercised	(62,551)	16.48		
Expired	(3,384,433)	51.77		
Forfeited	(643,041)	29.45		
Outstanding at September 25, 2009	<u>25,635,095</u>	\$ 38.30	4.6	\$ 48
Vested and non-vested expected to vest at September 25, 2009	24,949,666	\$ 38.73	4.6	\$ 45
Exercisable at September 25, 2009	19,485,960	\$ 43.26	3.3	\$ 16

The conversion of Tyco International share option awards into Tyco Electronics share option awards at Separation was considered a modification of an award in accordance with ASC 718. As a result, the Company compared the fair value of the award immediately prior to the Separation to the fair value immediately after the Separation to measure incremental compensation cost. The conversion resulted in an increase in the fair value of the awards of \$13 million. Of that amount, the Company recorded non-cash compensation expense of \$1 million, \$1 million, and \$11 million in selling, general, and administrative and separation costs on the Consolidated and Combined Statements of Operations for fiscal 2009, 2008, and 2007, respectively.

As of fiscal year end 2009, there was \$29 million of total unrecognized compensation cost related to non-vested Tyco Electronics share options granted under Tyco Electronics share option plans. The cost is expected to be recognized over a weighted-average period of 2.3 years.

Share-Based Compensation

Share-based compensation cost during fiscal 2009, 2008, and 2007 totaled \$53 million, \$62 million, and \$100 million, respectively, of which \$51 million, \$56 million, and \$89 million, respectively, have been included on the Consolidated and Combined Statements of Operations within selling, general, and administrative expenses and separation costs. Share-based compensation expense of \$2 million, \$6 million, and \$11 million has been included on the Consolidated and Combined Statements of Operations within income (loss) from discontinued operations, net of tax for fiscal 2009, 2008, and 2007, respectively. The Company has recognized a related tax benefit associated with its share-based compensation arrangements of \$13 million, \$17 million, and \$27 million in fiscal 2009, 2008, and 2007, respectively.

The grant-date fair value of each option grant is estimated using the Black-Scholes-Merton option pricing model. The fair value is then amortized on a straight-line basis over the requisite service periods of the awards, which is generally the vesting period. Use of a valuation model requires management to make certain assumptions with respect to selected model inputs. Expected share price volatility was calculated based on the historical volatility of the stock of a composite of peers of Tyco

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

23. Share Plans (Continued)

Electronics and implied volatility derived from exchange traded options on that same composite of peers. The average expected life was based on the contractual term of the option and expected employee exercise and post-vesting employment termination behavior. The risk-free interest rate is based on U.S. Treasury zero-coupon issues with a remaining term which approximates the expected life assumed at the date of grant. The expected annual dividend per share was based on Tyco Electronics' expected dividend rate. The compensation expense recognized is net of estimated forfeitures. Forfeitures are estimated based on voluntary termination behavior, as well as an analysis of actual option forfeitures.

The weighted-average grant-date fair value of Tyco Electronics options granted during fiscal 2009, fiscal 2008, and post-Separation fiscal 2007 and the weighted-average assumptions Tyco Electronics used in the Black-Scholes-Merton option pricing model for fiscal 2009, fiscal 2008, and post-Separation fiscal 2007 were as follows:

	Fiscal		
	2009	2008	2007
Weighted-average grant-date fair value	\$ 3.54	\$ 8.87	\$ 12.34
Assumptions:			
Expected share price volatility	39%	30%	30%
Risk free interest rate	2.4%	3.2%	4.9%
Expected annual dividend per share	\$ 0.64	\$ 0.59	\$ 0.56
Expected life of options (years)	5.0	5.0	5.2

The weighted-average grant-date fair values of Tyco International options granted to Tyco Electronics employees during pre-Separation fiscal 2007 and the weighted-average assumptions Tyco International used in the Black-Scholes-Merton option pricing model for pre-Separation fiscal 2007 were as follows:

	Fiscal 2007
Weighted-average grant-date fair value	\$ 9.52
Assumptions:	
Expected share price volatility	32%
Risk free interest rate	4.3%
Expected annual dividend per share	\$ 0.64
Expected life of options (years)	4.9

The total intrinsic value of Tyco Electronics options exercised during fiscal 2009 was insignificant. The total intrinsic value of Tyco Electronics options exercised during fiscal 2008 and post-Separation fiscal 2007 were \$39 million and \$7 million, respectively. The total cash received by the Company related to the exercise of options totaled \$1 million, \$54 million, and \$13 million in fiscal 2009, fiscal 2008, and post-Separation fiscal 2007, respectively. The related excess cash tax benefit classified as a financing cash inflow for fiscal 2009, 2008, and 2007 on the Consolidated and Combined Statements of Cash Flows was not significant.

The total intrinsic value of Tyco International options exercised by Tyco Electronics employees during pre-Separation fiscal 2007 was \$48 million.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

23. Share Plans (Continued)

Employee Stock Purchase Plans

The Company also maintains employee stock purchase plans for the benefit of employees of certain qualified U.S. and non-U.S. subsidiaries. The terms of these plans provide employees the right to purchase shares of the Company's stock at a stated price and receive certain tax benefits. The significant plans are discussed below.

Substantially all full-time employees of the Company's U.S. subsidiaries and employees of certain qualified non-U.S. subsidiaries are eligible to participate in the Tyco Electronics Ltd. Employee Stock Purchase Plan (the "ESP Plan"). Eligible employees authorize payroll deductions to be made for the purchase of shares. The Company matches a portion of the employee contribution by contributing an additional 15% of the employee's payroll deduction on the first \$40,000 of payroll deductions. All common shares purchased under the ESP Plan are purchased from a subsidiary of the Company. Participation in the ESP Plan began in December 2007. The Company incurred \$1 million in matching contribution expense in both fiscal 2009 and 2008.

Substantially all full-time employees of the Company's United Kingdom subsidiaries are eligible to participate in the Tyco Electronics Ltd. Savings Related Share Plan (the "UK SAYE Plan"). Under the UK SAYE Plan, eligible employees are granted options to purchase shares at the end of three years of service at 85% of the market price at the time of grant. Options under the UK SAYE Plan are generally exercisable after a period of three years and expire six months after the date of vesting. Participation in the UK SAYE Plan began in February 2008. As of fiscal year end 2009 and 2008, 206,614 and 123,818 non-vested options are outstanding under the UK SAYE Plan, respectively; there are no vested options outstanding. Non-cash compensation expense related to the UK SAYE Plan, which is included in the total share-based compensation cost referred to above, was not significant in fiscal 2009 and 2008.

24. Segment and Geographic Data

The Company operates through four reporting segments: Electronic Components, Network Solutions, Specialty Products, and Undersea Telecommunications. See Note 1 for a description of the segments in which the Company operates. The Company aggregates its operating segments into reportable segments based upon the Company's internal business structure. Segment information has been revised to reflect the Company's current segment reporting structure. Prior period segment results have been reclassified to conform to the current presentation.

The Company sold its Wireless Systems business in May 2009. This business has been reclassified as discontinued operations on the Consolidated and Combined Financial Statements. See Note 5 for additional information regarding discontinued operations and the divestiture of the Wireless Systems business. Prior to reclassification to held for sale and discontinued operations, this business was reported as the Company's former Wireless Systems segment.

Effective January 1, 2009, the Company established the Specialty Products Group from its existing businesses. The results of this new organization are reported as a separate reporting segment on the Consolidated and Combined Financial Statements. This new segment is comprised of the Aerospace, Defense, and Marine; Touch Systems; Medical; and Circuit Protection businesses which were formerly reported in the Electronic Components segment.

Segment performance is evaluated based on net sales and operating income. Generally, the Company considers all expenses to be of an operating nature, and, accordingly, allocates them to each

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

24. Segment and Geographic Data (Continued)

reportable segment. Costs specific to a segment are charged to the segment. Corporate expenses, such as headquarters administrative costs, are allocated to the segments based on segment operating income. Pre-Separation litigation charges and separation costs were not allocated to the segments. Intersegment sales are not material and are recorded at selling prices that approximate market prices. Corporate assets are allocated to the segments based on segment assets.

Net sales and operating income (loss) by business segment are presented in the following table for fiscal 2009, 2008, and 2007:

	Net Sales			Operating Income (Loss)		
	Fiscal			Fiscal		
	2009	2008	2007	2009	2008	2007
	(in millions)					
Electronic Components	\$ 5,961	\$ 9,277	\$ 8,531	\$ (3,716) ⁽¹⁾	\$ 978 ⁽²⁾	\$ 1,063
Network Solutions	1,719	2,162	1,897	133	251	229
Specialty Products	1,415	1,769	1,581	34 ⁽¹⁾	296	258
Undersea						
Telecommunications	1,161	1,165	565	219	160	36
Pre-Separation litigation charges, net and separation costs	—	—	—	(144)	(22)	(931)
Total	\$ 10,256	\$ 14,373	\$ 12,574	\$ (3,474)	\$ 1,663	\$ 655

(1) The Electronic Components and Specialty Products segments recorded charges of \$3,435 million and \$112 million, respectively, related to the impairment of goodwill in fiscal 2009. See Note 8 for additional information regarding the impairment of goodwill.

(2) Includes goodwill impairment of \$103 million in fiscal 2008. See Note 8 for additional information regarding the impairment of goodwill.

No single customer accounted for more than 10% of net sales in fiscal 2009, 2008, or 2007.

As the Company is not organized by product or service, it is not practicable to disclose net sales by product or service.

Depreciation and amortization and capital expenditures for fiscal 2009, 2008, and 2007 were as follows:

	Depreciation and Amortization			Capital Expenditures		
	Fiscal			Fiscal		
	2009	2008	2007	2009	2008	2007
	(in millions)					
Electronic Components	\$ 417	\$ 438	\$ 419	\$ 257	\$ 479	\$ 472
Network Solutions	48	48	33	31	66	52
Specialty Products	23	28	22	29	51	51
Undersea						
Telecommunications	27	25	22	11	14	288 ⁽¹⁾
Total	\$ 515	\$ 539	\$ 496	\$ 328	\$ 610	\$ 863

(1) Includes \$280 million related to the Company's exercise of its option to buy five cable-laying sea vessels in fiscal 2007.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

24. Segment and Geographic Data (Continued)

Segment assets and a reconciliation of segment assets to total assets at fiscal year end 2009, 2008, and 2007 were as follows:

	Segment Assets		
	Fiscal		
	2009	2008	2007
	(in millions)		
Electronic Components	\$ 4,340	\$ 5,578	\$ 5,438
Network Solutions	929	1,139	1,027
Specialty Products	624	786	688
Undersea			
Telecommunications	628	654	511
Total segment assets ⁽¹⁾	6,521	8,157	7,664
Other current assets	2,169	2,820	6,112
Non-current assets	7,530	10,623	9,912
Total assets	\$ 16,220	\$ 21,600	\$ 23,688

(1) Segment assets are comprised of accounts receivable, inventories, and property, plant, and equipment.

Net sales by geographic region for fiscal 2009, 2008, and 2007 and net property, plant, and equipment by geographic area at fiscal year end 2009, 2008, and 2007 were as follows:

	Net Sales⁽¹⁾			Property, Plant, and Equipment, Net		
	Fiscal			Fiscal		
	2009	2008	2007	2009	2008	2007
	(in millions)					
Americas:						
United States	\$ 3,373	\$ 4,208	\$ 3,604	\$ 842	\$ 923	\$ 934
Other Americas	421	592	475	48	45	51
Total Americas	3,794	4,800	4,079	890	968	985
Europe/Middle East/Africa:						
Switzerland	2,651	4,197	3,538	78	87	86
Germany	334	488	440	451	458	443
Other						
Europe/Middle East/Africa	543	830	838	759	856	791
Total Europe/Middle East/Africa	3,528	5,515	4,816	1,288	1,401	1,320
Asia-Pacific:						
China	1,407	1,815	1,604	356	388	343
Other Asia-Pacific	1,527	2,243	2,075	577	585	583
Total Asia-Pacific	2,934	4,058	3,679	933	973	926
Total	\$ 10,256	\$ 14,373	\$ 12,574	\$ 3,111	\$ 3,342	\$ 3,231

(1) Net sales from external customers is attributed to individual countries based on the legal entity that records the sale.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

25. Quarterly Financial Data (Unaudited)

Summarized quarterly financial data for the fiscal years ended September 25, 2009 and September 26, 2008 were as follows:

	Fiscal 2009				Fiscal 2008			
	First Quarter(1)	Second Quarter(2)	Third Quarter(3)	Fourth Quarter(4)	First Quarter(5)	Second Quarter(6)	Third Quarter(7)	Fourth Quarter(8)
	(in millions, except per share data)							
Net sales	\$2,713	\$ 2,337	\$2,508	\$2,698	\$3,466	\$3,549	\$3,782	\$3,576
Gross income ⁽⁹⁾	724	534	587	691	998	1,068	1,099	1,008
Income (loss) from continuing operations	30	(3,239)	26	83	862	292	285	88
Income (loss) from discontinued operations, net of income taxes	(67)	1	(100)	10	87	9	45	114
Net income (loss)	(37)	(3,238)	(74)	93	949	301	330	202
Basic earnings (loss) per share:								
Income (loss) from continuing operations	\$ 0.07	\$ (7.07)	\$ 0.06	\$ 0.18	\$ 1.74	\$ 0.60	\$ 0.60	\$ 0.19
Income (loss) from discontinued operations, net of income taxes	(0.15)	—	(0.22)	0.02	0.17	0.02	0.09	0.24
Net income (loss)	(0.08)	(7.07)	(0.16)	0.20	1.91	0.62	0.69	0.43
Diluted earnings (loss) per share:								
Income (loss) from continuing operations	\$ 0.07	\$ (7.07)	\$ 0.06	\$ 0.18	\$ 1.73	\$ 0.60	\$ 0.59	\$ 0.19
Income (loss) from discontinued operations, net of income taxes	(0.15)	—	(0.22)	0.02	0.17	0.02	0.09	0.24
Net income (loss)	(0.08)	(7.07)	(0.16)	0.20	1.90	0.62	0.68	0.43
Weighted-average number of shares outstanding:								
Basic	459	458	458	459	496	486	478	470
Diluted	461	458	459	461	499	489	482	473

- (1) Income from continuing operations for the first quarter of fiscal 2009 includes \$77 million of net restructuring and other charges. Net loss for the first quarter of fiscal 2009 includes \$67 million of loss, net of income taxes, from discontinued operations.
- (2) Loss from continuing operations for the second quarter of fiscal 2009 includes \$135 million of pre-Separation litigation charges, \$189 million of net restructuring and other charges, and \$3,547 million of goodwill impairment charges.
- (3) Income from continuing operations for the third quarter of fiscal 2009 includes \$63 million of net restructuring and other charges. Net loss for the third quarter of fiscal 2009 includes \$100 million of loss, net of income taxes, from discontinued operations.
- (4) Income from continuing operations for the fourth quarter of fiscal 2009 includes \$46 million of net restructuring and other charges, a \$22 million gain on retirement of debt, other expense of \$77 million pursuant to the Tax Sharing Agreement with Tyco International and Covidien, and a \$49 million income tax benefit attributable to adjustments to prior year tax returns. Net income for the fourth quarter of fiscal 2009 includes \$10 million of income, net of income taxes, from discontinued operations.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

25. Quarterly Financial Data (Unaudited) (Continued)

- (5) Income from continuing operations for the first quarter of fiscal 2008 includes \$21 million of net restructuring and other charges and \$592 million of income pursuant to the Tax Sharing Agreement with Tyco International and Covidien. Net income for the first quarter of fiscal 2008 includes \$87 million of income, net of income taxes, from discontinued operations.
- (6) Income from continuing operations for the second quarter of fiscal 2008 includes \$23 million of pre-Separation litigation charges, \$25 million of net restructuring and other charges, and \$13 million of income pursuant to the Tax Sharing Agreement with Tyco International and Covidien. Net income for the second quarter of fiscal 2008 includes \$9 million of income, net of income taxes, from discontinued operations.
- (7) Income from continuing operations for the third quarter of fiscal 2008 includes \$16 million of net restructuring and other charges. Net income for the third quarter of fiscal 2008 includes \$45 million of income, net of income taxes, from discontinued operations.
- (8) Income from continuing operations for the fourth quarter of fiscal 2008 includes \$157 million of net restructuring and other charges, \$103 million of goodwill impairment charges, \$39 million of other expense related to the Tax Sharing Agreement with Tyco International and Covidien, and \$33 million of income tax benefit related to the analysis and reconciliation of tax accounts. Net income for the fourth quarter of fiscal 2008 includes \$114 million of income, net of income taxes, from discontinued operations.
- (9) During fiscal 2009, the Company reclassified certain expenses on its Consolidated and Combined Statements of Operations. Research, development, and engineering expenses, which were previously classified as cost of sales, are separately presented on the Consolidated and Combined Statements of Operations. Intangible asset amortization expense, which was previously reflected in selling, general, and administrative expenses, is now presented in cost of sales. Also, impairment of long-lived assets which was previously presented in impairment of goodwill and long-lived assets is now reflected in restructuring and other charges, net. These expenses were as follows during the quarters of fiscal 2009 and 2008:

	Fiscal 2009				Fiscal 2008			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions)							
Research, development, and engineering expenses	\$ 144	\$ 131	\$ 130	\$ 131	\$ 141	\$ 145	\$ 152	\$ 155
Intangible asset amortization expense	8	8	7	8	8	8	9	8
Impairment of long-lived assets	—	—	2	12	—	—	—	34

The reclassifications had no impact on previously reported operating income (loss), net income (loss), or earnings (loss) per share. All prior periods have been reclassified to conform to the current presentation. See Note 1 for additional information regarding the reclassifications.

26. Subsequent Events

In October 2009, the Company's shareholders approved a cash distribution to shareholders in the form of a capital reduction to the par value of the Company's common shares of CHF 0.17 per share for each of the first and second quarters of fiscal 2010. This capital reduction will reduce the par value of the Company's common shares from CHF 2.43 (equivalent to \$2.24) to CHF 2.09 (equivalent to \$1.92). The distribution will be paid in U.S. Dollars at a rate of \$0.16 per share for each of the first and second quarters of fiscal 2010.

The Company has evaluated subsequent events through November 18, 2009, the date on which the financial statements were issued.

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A.

In December 2006, prior to the Separation, TEGSA, a 100%-owned subsidiary of Tyco Electronics Ltd., was formed. TEGSA, a Luxembourg company, is a holding company that owns, directly or indirectly, all of the operating subsidiaries of Tyco Electronics Ltd. TEGSA is the obligor under the Company's senior notes, Credit Facility, and commercial paper, all of which, including profit sharing notes issued by a subsidiary, are fully and unconditionally guaranteed by its parent, Tyco Electronics Ltd. The following tables present condensed consolidating financial information for Tyco Electronics Ltd., TEGSA, and all other subsidiaries that are not providing a guarantee of debt but which represent assets of TEGSA, using the equity method of accounting.

Consolidating Statement of Operations

For the Fiscal Year Ended September 25, 2009

	Tyco Electronics Ltd.	Tyco Electronics Group S.A.	Other Subsidiaries	Consolidating Adjustments	Total
	(in millions)				
Net sales	\$ —	\$ —	\$ 10,256	\$ —	\$ 10,256
Cost of sales	—	—	7,720	—	7,720
Gross income	—	—	2,536	—	2,536
Selling, general, and administrative expenses	108	10	1,290	—	1,408
Research, development, and engineering expenses	—	—	536	—	536
Pre-Separation litigation charges, net	74	—	70	—	144
Restructuring and other charges, net	—	—	375	—	375
Impairment of goodwill	—	—	3,547	—	3,547
Operating loss	(182)	(10)	(3,282)	—	(3,474)
Interest income	—	—	17	—	17
Interest expense	—	(155)	(10)	—	(165)
Other income (expense), net	—	22	(70)	—	(48)
Equity in net loss of subsidiaries	(2,891)	(2,824)	—	5,715	—
Equity in net loss of subsidiaries of discontinued operations	(156)	(156)	—	312	—
Intercompany interest and fees	(27)	76	(49)	—	—
Loss from continuing operations before income taxes and minority interest	(3,256)	(3,047)	(3,394)	6,027	(3,670)
Income tax benefit	—	—	576	—	576
Minority interest	—	—	(6)	—	(6)
Loss from continuing operations	(3,256)	(3,047)	(2,824)	6,027	(3,100)
Loss from discontinued operations, net of income taxes	—	—	(156)	—	(156)
Net loss	\$ (3,256)	\$ (3,047)	\$ (2,980)	\$ 6,027	\$ (3,256)

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A. (Continued)

Consolidating Statement of Operations

For the Fiscal Year Ended September 26, 2008

	Tyco Electronics Ltd.	Tyco Electronics Group S.A.	Other Subsidiaries	Consolidating Adjustments	Total
	(in millions)				
Net sales	\$ —	\$ —	\$ 14,373	\$ —	\$ 14,373
Cost of sales	—	—	10,200	—	10,200
Gross income	—	—	4,173	—	4,173
Selling, general, and administrative expenses	41	10	1,522	—	1,573
Research, development, and engineering expenses	—	—	593	—	593
Pre-Separation litigation charges, net	22	—	—	—	22
Restructuring and other charges, net	—	—	219	—	219
Impairment of goodwill	—	—	103	—	103
Operating income (loss)	(63)	(10)	1,736	—	1,663
Interest income	—	—	32	—	32
Interest expense	—	(180)	(10)	—	(190)
Other income, net	—	—	567	—	567
Equity in net income of subsidiaries	1,615	1,721	—	(3,336)	—
Equity in net income of subsidiaries of discontinued operations	255	255	—	(510)	—
Intercompany interest and fees	(25)	84	(59)	—	—
Income from continuing operations before income taxes and minority interest	1,782	1,870	2,266	(3,846)	2,072
Income tax expense	—	—	(540)	—	(540)
Minority interest	—	—	(5)	—	(5)
Income from continuing operations	1,782	1,870	1,721	(3,846)	1,527
Income from discontinued operations, net of income taxes	—	—	255	—	255
Net income	\$ 1,782	\$ 1,870	\$ 1,976	\$ (3,846)	\$ 1,782

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A. (Continued)

Consolidating Statement of Operations

For the Fiscal Year Ended September 28, 2007

	Tyco Electronics Ltd.	Tyco Electronics Group S.A.	Other Subsidiaries	Consolidating Adjustments	Total
	(in millions)				
Net sales	\$ —	\$ —	\$ 12,574	\$ —	\$ 12,574
Cost of sales	—	—	8,855	—	8,855
Gross income	—	—	3,719	—	3,719
Selling, general, and administrative expenses	27	(34)	1,516	—	1,509
Research, development, and engineering expenses	—	—	532	—	532
Pre-Separation litigation charges, net	887	—	—	—	887
Separation costs	—	—	44	—	44
Restructuring and other charges, net	—	—	92	—	92
Operating income (loss)	(914)	34	1,535	—	655
Interest income	—	11	42	—	53
Interest expense	—	(105)	(127)	—	(232)
Other income (expense), net	—	(232)	13	—	(219)
Equity in net income of subsidiaries	700	885	—	(1,585)	—
Equity in net loss of subsidiaries of discontinued operations	(340)	(340)	—	680	—
Intercompany interest and fees	—	107	(107)	—	—
Income (loss) from continuing operations before income taxes and minority interest	(554)	360	1,356	(905)	257
Income tax expense	—	—	(465)	—	(465)
Minority interest	—	—	(6)	—	(6)
Income (loss) from continuing operations	(554)	360	885	(905)	(214)
Loss from discontinued operations, net of income taxes	—	—	(340)	—	(340)
Net income (loss)	\$ (554)	\$ 360	\$ 545	\$ (905)	\$ (554)

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A. (Continued)

Consolidating Balance Sheet

As of September 25, 2009

	Tyco Electronics Ltd.	Tyco Electronics Group S.A.	Other Subsidiaries	Consolidating Adjustments	Total
(in millions)					
Assets					
Current Assets:					
Cash and cash equivalents	\$ —	\$ —	\$ 1,521	\$ —	\$ 1,521
Accounts receivable, net	—	—	1,975	—	1,975
Inventories	—	—	1,435	—	1,435
Intercompany receivables	2	—	—	(2)	—
Prepaid expenses and other current assets	75	1	411	—	487
Deferred income taxes	—	—	161	—	161
Total current assets	77	1	5,503	(2)	5,579
Property, plant, and equipment, net	—	—	3,111	—	3,111
Goodwill	—	—	3,160	—	3,160
Intangible assets, net	—	—	407	—	407
Deferred income taxes	—	—	2,518	—	2,518
Investment in subsidiaries	7,055	8,669	—	(15,724)	—
Intercompany loans receivable	10	6,128	5,468	(11,606)	—
Receivable from Tyco International Ltd. and Covidien plc	—	—	1,211	—	1,211
Other assets	—	12	222	—	234
Total Assets	\$ 7,142	\$ 14,810	\$ 21,600	\$ (27,332)	\$ 16,220
Liabilities and Shareholders' Equity					
Current Liabilities:					
Current maturities of long-term debt	\$ —	\$ —	\$ 101	\$ —	\$ 101
Accounts payable	2	—	1,066	—	1,068
Accrued and other current liabilities	109	63	1,071	—	1,243
Deferred revenue	—	—	203	—	203
Intercompany payables	—	—	2	(2)	—
Total current liabilities	111	63	2,443	(2)	2,615
Long-term debt	—	2,239	77	—	2,316
Intercompany loans payable	15	5,453	6,138	(11,606)	—
Long-term pension and postretirement liabilities	—	—	1,129	—	1,129
Deferred income taxes	—	—	188	—	188
Income taxes	—	—	2,312	—	2,312
Other liabilities	—	—	634	—	634

Total Liabilities	<u>126</u>	<u>7,755</u>	<u>12,921</u>	<u>(11,608)</u>	<u>9,194</u>
Minority interest	<u>—</u>	<u>—</u>	<u>10</u>	<u>—</u>	<u>10</u>
Equity	<u>7,016</u>	<u>7,055</u>	<u>8,669</u>	<u>(15,724)</u>	<u>7,016</u>
Total Liabilities and Shareholders' Equity	<u>\$ 7,142</u>	<u>\$ 14,810</u>	<u>\$ 21,600</u>	<u>\$ (27,332)</u>	<u>\$ 16,220</u>

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TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A. (Continued)

Consolidating Balance Sheet

As of September 26, 2008

	Tyco Electronics Ltd.	Tyco Electronics Group S.A.	Other Subsidiaries	Consolidating Adjustments	Total
(in millions)					
Assets					
Current Assets:					
Cash and cash equivalents	\$ —	\$ —	\$ 1,090	\$ —	\$ 1,090
Accounts receivable, net	—	—	2,656	—	2,656
Inventories	—	—	2,159	—	2,159
Intercompany receivables	1	—	23	(24)	—
Prepaid expenses and other current assets	2	86	668	—	756
Deferred income taxes	—	—	204	—	204
Assets held for sale	—	—	770	—	770
Total current assets	3	86	7,570	(24)	7,635
Property, plant, and equipment, net	—	—	3,342	—	3,342
Goodwill	—	—	6,749	—	6,749
Intangible assets, net	—	—	454	—	454
Deferred income taxes	—	—	1,915	—	1,915
Investment in subsidiaries	11,069	12,356	—	(23,425)	—
Investment in subsidiaries of discontinued operations	—	601	—	(601)	—
Intercompany loans receivable	167	6,551	5,500	(12,218)	—
Receivable from Tyco International Ltd. and Covidien plc	—	—	1,218	—	1,218
Other assets	—	21	266	—	287
Total Assets	\$ 11,239	\$ 19,615	\$ 27,014	\$ (36,268)	\$ 21,600
Liabilities and Shareholders' Equity					
Current Liabilities:					
Current maturities of long-term debt	\$ —	\$ —	\$ 20	\$ —	\$ 20
Accounts payable	27	—	1,406	—	1,433
Accrued and other current liabilities	83	81	1,394	—	1,558
Deferred revenue	—	—	207	—	207
Intercompany payables	23	—	1	(24)	—
Liabilities held for sale	—	—	169	—	169
Total current liabilities	133	81	3,197	(24)	3,387
Long-term debt	—	2,998	163	—	3,161
Intercompany loans payable	33	5,467	6,718	(12,218)	—

Long-term pension and postretirement liabilities	—	—	721	—	721
Deferred income taxes	—	—	289	—	289
Income taxes	—	—	2,291	—	2,291
Other liabilities	—	—	668	—	668
Total Liabilities	166	8,546	14,047	(12,242)	10,517
Minority interest	—	—	10	—	10
Equity	11,073	11,069	12,957	(24,026)	11,073
Total Liabilities and Shareholders' Equity	\$ 11,239	\$ 19,615	\$ 27,014	\$ (36,268)	\$ 21,600

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A. (Continued)

Consolidating Statement of Cash Flows

For the Fiscal Year Ended September 25, 2009

	Tyco Electronics Ltd.	Tyco Electronics Group S.A.	Other Subsidiaries	Consolidating Adjustments	Total
(in millions)					
Cash Flows From Operating Activities:					
Net cash provided by (used in) continuing operating activities	\$ (262)	\$ 40	\$ 1,600	\$ —	\$ 1,378
Net cash provided by (used in) discontinued operating activities	—	—	(49)	—	(49)
Net cash provided by (used in) operating activities	(262)	40	1,551	—	1,329
Cash Flows From Investing Activities:					
Capital expenditures	—	—	(328)	—	(328)
Proceeds from sale of property, plant, and equipment	—	—	13	—	13
Proceeds from divestiture of discontinued operations, net of cash retained by operations sold	—	—	693	—	693
Proceeds from divestiture of businesses, net of cash retained by businesses sold	—	—	17	—	17
Change in intercompany loans	123	409	—	(532)	—
Other	—	—	(1)	—	(1)
Net cash provided by (used in) continuing investing activities	123	409	394	(532)	394
Net cash provided by (used in) discontinued investing activities	—	—	(3)	—	(3)
Net cash provided by (used in) investing	123	409	391	(532)	391

activities					
Cash Flows From Financing Activities:					
Net decrease in commercial paper	—	(649)	—	—	(649)
Proceeds from long-term debt	—	442	6	—	448
Repayment of long-term debt	—	(583)	(19)	—	(602)
Changes in parent company equity	584	341	(925)	—	
Repurchase of common shares	(152)	—	—	—	(152)
Payment of common share dividends and cash distributions to shareholders	(294)	—	—	—	(294)
Proceeds from exercise of share options	1	—	—	—	1
Transfers (to) from discontinued operations	—	—	(56)	—	(56)
Loan borrowing from parent	—	—	(532)	532	—
Minority interest distributions paid	—	—	(5)	—	(5)
Other	—	—	(1)	—	(1)
Net cash provided by (used in) continuing financing activities	139	(449)	(1,532)	532	(1,310)
Net cash provided by (used in) discontinued financing activities	—	—	56	—	56
Net cash provided by (used in) financing activities	139	(449)	(1,476)	532	(1,254)
Effect of currency translation on cash	—	—	(31)	—	(31)
Net increase (decrease) in cash and cash equivalents	—	—	435	—	435
Less: net (increase) decrease in cash and cash equivalents related to discontinued operations	—	—	(4)	—	(4)
Cash and cash equivalents at beginning of fiscal year	—	—	1,090	—	1,090
Cash and cash equivalents at end of fiscal year	\$ —	\$ —	\$ 1,521	\$ —	\$ 1,521

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A. (Continued)

Consolidating Statement of Cash Flows

For the Fiscal Year Ended September 26, 2008

	Tyco Electronics Ltd.	Tyco Electronics Group S.A.	Other Subsidiaries	Consolidating Adjustments	Total
(in millions)					
Cash Flows From Operating Activities:					
Net cash provided by (used in) continuing operating activities	\$ (649)	\$ (38)	\$ 1,609	\$ —	\$ 922
Net cash provided by (used in) discontinued operating activities	—	—	67	—	67
Net cash provided by (used in) operating activities	(649)	(38)	1,676	—	989
Cash Flows From Investing Activities:					
Capital expenditures	—	—	(610)	—	(610)
Proceeds from sale of property, plant, and equipment	—	—	42	—	42
Class action settlement escrow	936	—	—	—	936
Proceeds from divestiture of discontinued operations, net of cash retained by operations sold	—	—	571	—	571
Change in intercompany loans	(222)	159	—	63	—
Other	(8)	—	(21)	—	(29)
Net cash provided by (used in) continuing investing activities	706	159	(18)	63	910
Net cash provided by (used in) discontinued investing activities	—	—	(15)	—	(15)
Net cash provided by (used in) investing activities	706	159	(33)	63	895

Cash Flows From Financing Activities:					
Net increase in commercial paper	—	630	—	—	630
Proceeds from long-term debt	—	800	100	—	900
Repayment of long-term debt	—	(1,750)	(1)	—	(1,751)
Changes in parent company equity	1,398	199	(1,597)	—	—
Repurchase of common shares	(1,242)	—	—	—	(1,242)
Payment of common share dividends	(271)	—	—	—	(271)
Proceeds from exercise of share options	54	—	—	—	54
Transfers (to) from discontinued operations	—	—	5	—	5
Loan borrowing from parent	—	—	63	(63)	—
Minority interest distributions paid	—	—	(11)	—	(11)
Other	2	—	(3)	—	(1)
Net cash provided by (used in) continuing financing activities	(59)	(121)	(1,444)	(63)	(1,687)
Net cash provided by (used in) discontinued financing activities	—	—	(52)	—	(52)
Net cash provided by (used in) financing activities	(59)	(121)	(1,496)	(63)	(1,739)
Effect of currency translation on cash	—	—	1	—	1
Net increase (decrease) in cash and cash equivalents	(2)	—	148	—	146
Cash and cash equivalents at beginning of fiscal year	2	—	942	—	944
Cash and cash equivalents at end of fiscal year	\$ —	\$ —	\$ 1,090	\$ —	\$ 1,090

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

27. Tyco Electronics Group S.A. (Continued)

Consolidating Statement of Cash Flows

For the Fiscal Year Ended September 28, 2007

	<u>Tyco Electronics Ltd.</u>	<u>Tyco Electronics Group S.A.</u>	<u>Other Subsidiaries</u>	<u>Consolidating Adjustments</u>	<u>Total</u>
	(in millions)				
Cash Flows From Operating Activities:					
Net cash provided by (used in) continuing operating activities	\$ (74)	\$ (264)	\$ 1,785	\$ —	\$ 1,447
Net cash provided by (used in) discontinued operating activities	—	—	78	—	78
Net cash provided by (used in) operating activities	(74)	(264)	1,863	—	1,525
Cash Flows From Investing Activities:					
Capital expenditures	—	—	(863)	—	(863)
Proceeds from sale of property, plant, and equipment	—	—	41	—	41
Class action settlement escrow	(928)	—	—	—	(928)
Proceeds from divestiture of discontinued operations, net of cash retained by operations sold	—	—	227	—	227
Change in intercompany loans	—	2,011	—	(2,011)	—
Other	—	—	(3)	—	(3)
Net cash provided by (used in) continuing investing activities	(928)	2,011	(598)	(2,011)	(1,526)
Net cash provided by (used in) discontinued investing activities	—	—	(2)	—	(2)
Net cash provided by (used in) investing activities	(928)	2,011	(600)	(2,011)	(1,528)
Cash Flows From Financing					

Activities:					
Proceeds from long-term debt	—	5,676	—	—	5,676
Repayment of long-term debt	—	(2,393)	(62)	—	(2,455)
Allocated debt activity	—	(3,743)	—	—	(3,743)
Net transactions with former parent	875	(2,956)	3,193	—	1,112
Changes in parent company equity	129	1,669	(1,798)	—	—
Proceeds from exercise of share options	13	—	—	—	13
Transfers (to) from discontinued operations	—	—	(84)	—	(84)
Loan borrowing from parent	—	—	(2,011)	2,011	—
Minority interest distributions paid	—	—	(7)	—	(7)
Other	(13)	—	5	—	(8)
Net cash provided by (used in) continuing financing activities	1,004	(1,747)	(764)	2,011	504
Net cash provided by (used in) discontinued financing activities	—	—	(73)	—	(73)
Net cash provided by (used in) financing activities	1,004	(1,747)	(837)	2,011	431
Effect of currency translation on cash	—	—	46	—	46
Net increase (decrease) in cash and cash equivalents	2	—	472	—	474
Less: net (increase) decrease in cash and cash equivalents related to discontinued operations	—	—	(3)	—	(3)
Cash and cash equivalents at beginning of fiscal year	—	—	473	—	473
Cash and cash equivalents at end of fiscal year	\$ 2	\$ —	\$ 942	\$ —	\$ 944

TYCO ELECTRONICS LTD.

NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS (Continued)

28. Disclosures Required by Swiss Law

Following the Change of Domicile, the Company became subject to statutory reporting requirements in Switzerland. The following disclosures are presented in accordance with, and are based on definitions contained in, the Swiss Code of Obligations.

Personnel Expenses

Total personnel expenses were \$2,931 million and \$3,686 million in fiscal 2009 and 2008, respectively.

Fire Insurance Value

The fire insurance value of property, plant, and equipment was \$10,258 million and \$9,778 million at year end fiscal 2009 and 2008, respectively.

Risk Assessment

The Company's Board of Directors is responsible for appraising the Company's major risks and overseeing that appropriate risk management and control procedures are in place. The Audit Committee of the Board meets to review and discuss, as determined to be appropriate, with management, the internal auditor, and the independent registered public accountants, the Company's major financial and accounting risk exposures and related policies and practices to assess and control such exposures, and assist the Board in fulfilling its oversight responsibilities regarding the Company's policies and guidelines with respect to risk assessment and risk management.

The Company's risk assessment process was in place upon Separation from Tyco International and followed by the Board of Directors.

TYCO ELECTRONICS LTD.

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

Fiscal Years Ended September 25, 2009, September 26, 2008, and September 28, 2007

Description	Balance at Beginning of Year	Additions Charged to Costs and Expenses	Acquisitions, Divestitures and Other	Deductions	Balance at End of Year
(in millions)					
Fiscal 2009					
Allowance for Doubtful Accounts Receivable	\$ 40	\$ 22	\$ —	\$ (14)	\$ 48
Fiscal 2008					
Allowance for Doubtful Accounts Receivable	55	6	(1)	(20)	40
Fiscal 2007					
Allowance for Doubtful Accounts Receivable	53	9	4	(11) 168	55

**TYCO ELECTRONICS LTD.
2007 STOCK AND INCENTIVE PLAN
(AMENDED AND RESTATED AS OF JUNE 22, 2009)**

**ARTICLE I
PURPOSE**

1.1 *Purpose.* The purposes of this Tyco Electronics Ltd. 2007 Stock and Incentive Plan (Amended and Restated as of June 22, 2009) (the “Plan”) are to promote the interests of Tyco Electronics Ltd. (and any successor thereto) by (i) aiding in the recruitment and retention of Directors and Employees, (ii) providing incentives to such Directors and Employees by means of performance-related incentives to achieve short-term and long-term performance goals, (iii) providing Directors and Employees an opportunity to participate in the growth and financial success of the Company, and (iv) promoting the growth and success of the Company’s business by aligning the financial interests of Directors and Employees with that of the other stockholders of the Company. Toward these objectives, the Plan provides for the grant of Stock Options, Stock Appreciation Rights, Annual Performance Bonuses, Long Term Performance Awards and other Stock-Based Awards.

1.2 *Effective Dates; Shareholder Approval.* The Plan was originally effective June 29, 2007, the date of the dividend distribution of Tyco Electronics Ltd. shares to the Tyco International Ltd. shareholders of record on the distribution date. The Plan was approved by the Tyco Electronics Ltd. Board of Directors on June 4, 2007 and adopted by Tyco International Ltd., as the Company’s sole shareholder, on June 4, 2007. The Plan was amended and restated effective as of November 18, 2008 to ensure its compliance with Section 409A of the Code and to make certain other clarifying changes. This amended and restated Plan was adopted by the Board of Directors of Tyco Electronics Ltd. on January 13, 2009 and was approved by the Company’s shareholders on June 22, 2009.

**ARTICLE II
DEFINITIONS**

For purposes of the Plan, the following terms have the following meanings, unless another definition is clearly indicated by particular usage and context:

“*Acquired Company*” means any business, corporation or other entity acquired by the Company or any Subsidiary.

“*Acquired Grantee*” means the grantee of a stock-based award of an Acquired Company and may include a current or former Director of an Acquired Company.

“*Annual Performance Bonus*” means an Award of cash or Shares granted under Section 4.4 of the Plan that is paid solely on account of the attainment of a specified performance target in relation to one or more Performance Measures.

“*Award*” means any form of incentive or performance award granted under the Plan, whether singly or in combination, to a Participant by the Committee pursuant to any terms and conditions that the Committee may establish and set forth in the applicable Award Certificate. Awards granted under the Plan may consist of:

- (a) “*Stock Options*” awarded pursuant to Section 4.3;
- (b) “*Stock Appreciation Rights*” awarded pursuant to Section 4.3;
- (c) “*Annual Performance Bonuses*” awarded pursuant to Section 4.4;
- (d) “*Long Term Performance Awards*” awarded pursuant to Section 4.5;
- (e) “*Other Stock-Based Awards*” awarded pursuant to Section 4.6;
- (f) “*Director Awards*” awarded pursuant to Section 4.7; and
- (g) “*Substitute Awards*” awarded pursuant to Section 4.8.

“*Award Certificate*” means the document issued, either in writing or an electronic medium, by the Committee or its designee to a Participant evidencing the grant of an Award.

“*Board*” means the Board of Directors of the Company.

“*Cause*” means misconduct that is willfully or wantonly harmful to the Company or any of its Subsidiaries, monetarily or otherwise, including, without limitation, conduct that violates the Company’s Code of ethical Conduct.

“*Change in Control*” means the first to occur of any of the following events:

(a) any “person” (as defined in Section 13(d) and 14(d) of the Exchange Act, excluding for this purpose, (i) the Company or any Subsidiary or (ii) any employee benefit plan of the Company or any Subsidiary (or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such plan that acquires beneficial ownership of voting securities of the Company), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly of securities of the Company representing more than 30 percent of the combined voting power of the Company’s then outstanding securities; provided, however, that no Change in Control will be deemed to have occurred as a result of a change in ownership percentage resulting solely from an acquisition of securities by the Company; or

(b) persons who, as of the Effective Date constitute the Board (the “Incumbent Directors”) cease for any reason (including without limitation, as a result of a tender offer, proxy contest, merger or similar transaction) to constitute at least a majority thereof, provided that any person becoming a Director of the Company subsequent to the Effective Date shall be considered an Incumbent Director if such person’s election or nomination for election was approved by a vote of at least 50 percent of the Incumbent Directors; but provided further, that any such person whose initial assumption of office is in connection with an actual or threatened proxy contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a “person” (as defined in Section 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director; or

(c) consummation of a reorganization, merger or consolidation or sale or other disposition of at least 80 percent of the assets of the Company (a “Business Combination”), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of outstanding voting securities of the Company immediately prior to such Business Combination beneficially own directly or indirectly more than 50 percent of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns the Company or all or substantially all of the Company’s assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding voting securities of the Company; or

(d) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company;

provided, however, that if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a “Change in Control,” or would change the timing and/or form of any payment of deferred compensation that is subject to Code Section 409A(a)(2) upon a specified date or event occurring after a “Change in Control” or upon a “Change in Control Termination,” then such payment shall not be made, or such change in timing or form of payment shall not occur, unless such “Change in Control” is also a “change in ownership or effective control” of the Company within the meaning of Code Section 409A(2)(A)(v) and applicable regulations and rulings thereunder and such payment, or such associated date or event, occurs no later than two years after the date of such “Change in Control.”

“*Change in Control Termination*” means a Participant’s involuntary termination of employment that occurs during the 12 month period immediately following a Change in Control. For this purpose, a Participant’s involuntary termination of employment includes only the following:

(a) termination of the Participant’s employment by the Company for any reason other than for Cause, Disability or death;

(b) termination of the Participant’s employment by the Participant after one of the following events, provided that the Participant’s termination of employment occurs within one hundred and eighty (180) days after the occurrence of any such event:

i. the Company (1) assigns or causes to be assigned to the Participant duties inconsistent in any material respect with his or her position as in effect immediately prior to the Change in Control; (2) makes or causes to be made any material adverse change in the Participant’s position, authority, duties or responsibilities; or (3) takes or causes to be taken any other action which, in the reasonable judgment of the Participant, would cause him or her to violate his or her ethical or professional obligations (after written notice of such judgment has been provided by the Participant to the Company and the Company has been given a 15-day period within which to cure such action), or which results in a significant diminution in such position, authority, duties or responsibilities; or

ii. the Company, without the Participant’s consent, (1) requires the Participant to relocate to a principal place of employment more than fifty (50) miles from his or her existing place of employment; or (2) reduces the Participant’s base salary, annual bonus, or retirement, welfare, stock incentive, perquisite (if any) and other benefits taken as a whole.

“*Code*” means the United States Internal Revenue Code of 1986, as amended.

“*Committee*” means the Management Development and Compensation Committee of the Board or any successor committee or subcommittee of the Board, which committee is comprised solely of two or more persons who are outside directors within the meaning of Section 162(m)(4)(C)(i) of the Code and the applicable regulations and nonemployee directors within the meaning of Rule 16b-3(b)(3) under the Exchange Act.

“*Common Stock*” means the common stock of the Company, \$.20 (U.S.) par value, and such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 5.3 of the Plan.

“*Company*” means Tyco Electronics Ltd., a Swiss company, or any successor thereto.

“*Deferred Stock Unit*” means a Unit granted under Section 4.6 to acquire Shares upon Termination of Directorship or Termination of Employment, subject to any restrictions that the Committee, in its discretion, may determine.

“*Director*” means a member of the Board who is a “non-employee director” within the meaning of Rule 16b-3(b)(3) under the Exchange Act.

“*Director Shares*” means the award of fully-vested Shares to a Director under Section 4.6 as part of the Director’s annual compensation, or under such circumstances as are deemed appropriate by the Board.

“*Disabled*” or “*Disability*” means the inability of the Director or Employee to perform the material duties pertaining to such Director’s directorship or such Employee’s employment due to a physical or mental injury, infirmity or incapacity for 180 days (including weekends and holidays) in any 365-day period. The existence or nonexistence of a Disability shall be determined by an independent physician selected by the Company and reasonably acceptable to the Director or Employee. Notwithstanding the above, if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a “Disability” or upon a person becoming “Disabled,” or would cause a change in the timing or form of payment of such deferred compensation upon the occurrence of a “Disability” or upon a person becoming “Disabled,” then such payment shall not be made, or such change in timing

or form of payment shall not occur, unless such “Disability” or condition of being “Disabled” satisfies the requirements of Code Section 409A(2)(C) and applicable regulations and rulings thereunder.

“*Dividend Equivalent*” means an amount equal to the cash dividend or the Fair Market Value of the stock dividend that would be paid on each Share underlying an Award if the Share were duly issued and outstanding on the date on which the dividend is payable. Dividend Equivalents will not be awarded in connection with stock option or Stock Appreciation Rights Awards.

“*Effective Date*” means June 22, 2009. The original effective date of the Tyco Electronics Ltd. Stock and Incentive Plan was, June 29, 2007, the date of the dividend distribution of Tyco Electronics Ltd. shares to the Tyco International Ltd. shareholders of record on the distribution date.

“*Employee*” means any individual who performs services as an officer or employee of the Company or a Subsidiary.

“*Exchange Act*” means the United States Securities Exchange Act of 1934, as amended.

“*Exercise Price*” means the price of a Share, as fixed by the Committee, which may be purchased under a Stock Option or with respect to which the amount of any payment pursuant to a Stock Appreciation Right is determined.

“*Fair Market Value*” of a Share means the closing sales price on the New York Stock Exchange on the date as of which the determination of Fair Market Value is being made or, if no sale is reported for such day, on the next preceding day on which a sale of Shares was reported. Notwithstanding anything to the contrary herein, the Fair Market Value of a Share will in no event be determined to be less than par value.

“*Fair Market Value Stock Option*” means a Stock Option the Exercise Price of which is fixed by the Committee at a price equal to the Fair Market Value of a Share on the date of grant.

“*GAAP*” means United States generally accepted accounting principles.

“*Incentive Stock Option*” means a Stock Option granted under Section 4.3 of the Plan that meets the requirements of Section 422 of the Code and any related regulations and is designated in the Award Certificate to be an Incentive Stock Option.

“*Key Employee*” means an Employee who is a “covered employee” within the meaning of Section 162(m)(3) of the Code.

“*Long Term Performance Award*” means an Award granted under Section 4.5 of the Plan that is paid solely on account of the attainment of a specified performance target in relation to one or more Performance Measures or other performance criteria as selected in the discretion of the Committee.

“*Non-Employee Director*” means any member of the Board, elected or appointed, who is not otherwise an Employee of the Company or a Subsidiary. An individual who is elected to the Board at an annual meeting of the stockholders of the Company will be deemed to be a member of the Board as of the date of the meeting.

“*Nonqualified Stock Option*” means any Stock Option granted under Section 4.3 of the Plan that is not an Incentive Stock Option.

“*Participant*” means a Director, Employee or Acquired Grantee who has been granted an Award under the Plan.

“*Performance Cycle*” means, with respect to any Award that vests based on Performance Measures, the period of 12 months or longer over which the level of performance will be assessed. The first Performance Cycle under the Plan will begin on such date as is set by the Committee, in its discretion.

“*Performance Measure*” means, with respect to any Annual Performance Bonus or Long Term Performance Award, the business criteria selected by the Committee to measure the level of performance of the

Company during the Performance Cycle. The Committee may select as the Performance Measure for a Performance Cycle any one or combination of the following Company measures, as interpreted by the Committee, which measures (to the extent applicable) will be determined in accordance with GAAP:

- (a) Net operating profit after taxes;
- (b) Net operating profit after taxes, per Share;
- (c) Return on invested capital;
- (d) Return on assets or net assets;
- (e) Total shareholder return;
- (f) Relative total shareholder return (as compared with a peer group of the Company);
- (g) Earnings before income taxes;
- (h) Earnings per Share;
- (i) Net income;
- (j) Free cash flow;
- (k) Free cash flow per Share;
- (l) Revenue (or any component thereof); or
- (m) Revenue growth.

“*Performance Unit*” means a Long Term Performance Award denominated in dollar Units.

“*Plan*” means the Tyco Electronics Ltd. 2007 Stock and Incentive Plan (Amended and Restated as of June 22, 2009), as it may be amended from time to time.

“*Premium-Priced Stock Option*” means a Stock Option the Exercise Price of which is fixed by the Committee at a price that exceeds the Fair Market Value of a Share on the date of grant.

“*Reporting Person*” means a Director or an Employee who is subject to the reporting requirements of Section 16(a) of the Exchange Act.

“*Restricted Stock*” means Shares issued pursuant to Section 4.6 that are subject to any restrictions that the Committee, in its discretion, may impose.

“*Restricted Unit*” means a Unit granted under Section 4.6 to acquire Shares or an equivalent amount in cash, which Unit is subject to any restrictions that the Committee, in its discretion, may impose.

“*Retirement*” means Termination of Employment on or after a Participant has attained age fifty-five (55) and has completed at least five years of service with the Company and its Subsidiaries.

“*Securities Act*” means the United States Securities Act of 1933, as amended.

“*Share*” means a share of Common Stock.

“*Stock Appreciation Right*” means a right granted under Section 4.3 of the Plan to an amount in cash or Shares equal to any difference between the Fair Market Value of the Shares as of the date on which the right is exercised and the Exercise Price, where the amount of Shares attributable to each Stock Appreciation Right is set forth on or before the grant date.

“*Stock-Based Award*” means an Award granted under Section 4.6 of the Plan and denominated in Shares.

“*Stock Option*” means a right granted under Section 4.3 of the Plan to purchase from the Company a stated number of Shares at a specified price. Stock Options awarded under the Plan may be in the form of Incentive Stock Options or Nonqualified Stock Options.

“*Subsidiary*” means a subsidiary company (wherever incorporated) of the Company; provided, that in the case of any Award that provides deferred compensation subject to Code Section 409A, “Subsidiary” shall not include any subsidiary company as defined above unless such company is within a controlled group of corporations with the Company as defined in Code Sections 1563(a)(1), (2) and (3) where the phrase “at least 50%” is substituted in each place “at least 80%” appears or is with the Company part of a group of trades or businesses under common control as defined in Code Section 414(c) and Treas. Reg. § 1.414(c)-2 where the phrase “at least 50%” is substituted in each place “at least 80%” appears, provided, however, that when the relevant determination is to be based upon legitimate business criteria (as described in Treas. Reg. § 1.409A-1(b)(5)(iii)(E) and § 1.409A-1(h)(3)), the phrase “at least 20%” shall be substituted in each place “at least 50%” appears as described above with respect to both a controlled group of corporations and trades or business under common control.

“*Target Amount*” means the amount of Performance Units that will be paid if the Performance Measure is fully (100%) attained, as determined by the Committee.

“*Target Vesting Percentage*” means the percentage of performance-based Restricted Units or Shares of Restricted Stock that will vest if the Performance Measure is fully (100%) attained, as determined by the Committee.

“*Termination of Directorship*” means the date of cessation of a Director’s membership on the Board for any reason, with or without Cause, as determined by the Company; provided, that if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a Termination of Directorship or would change the timing and/or form of any payment of deferred compensation that is subject to Code Section 409A(a)(2) upon a person’s Termination of Directorship, then such payment shall not be made, or such change in timing and/or form of payment shall not occur, unless such Termination of Directorship would be deemed a “separation from service” within the meaning of Code Section 409A(a)(2)(A)(i) and applicable regulations and rulings thereunder, and shall not include any services provided in the capacity of an employee or otherwise.

“*Termination of Employment*” means the date of cessation of an Employee’s employment relationship with the Company or a Subsidiary for any reason, with or without Cause, as determined by the Company; provided, that if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a Termination of Employment or would change the timing and/or form of any payment of deferred compensation that is subject to Code Section 409A(a)(2) upon a person’s Termination of Employment, then such payment shall not be made or such change in timing and/or form of payment shall not occur, unless such Termination of Employment would be deemed a “separation from service” within the meaning of Code Section 409A(a)(2)(A)(i) and applicable regulations and rulings thereunder.

“*Unit*” means, for purposes of Performance Units, the potential right to an Award equal to a specified amount denominated in such form as is deemed appropriate in the discretion of the Committee and, for purposes of Restricted Units or Deferred Stock Units, the potential right to acquire one Share.

ARTICLE III ADMINISTRATION

3.1 *Committee.* The Plan will be administered by the Committee.

3.2 *Authority of the Committee.* The Committee or, to the extent required by applicable law, the Board will have the authority, in its sole and absolute discretion and subject to the terms of the Plan, to:

- (a) Interpret and administer the Plan and any instrument or agreement relating to the Plan;
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- (b) Prescribe the rules and regulations that it deems necessary for the proper operation and administration of the Plan, and amend or rescind any existing rules or regulations relating to the Plan;
- (c) Select Employees to receive Awards under the Plan;
- (d) Determine the form of an Award, the number of Shares subject to each Award, all the terms and conditions of an Award, including, without limitation, the conditions on exercise or vesting, the designation of Stock Options as Incentive Stock Options or Nonqualified Stock Options, and the circumstances in which an Award may be settled in cash or Shares or may be cancelled, forfeited or suspended, and the terms of the Award Certificate;
- (e) Determine whether Awards will be granted singly, in combination or in tandem;
- (f) Establish and interpret Performance Measures (or, as applicable, other performance criteria) in connection with Annual Performance Bonuses and Long Term Performance Awards, evaluate the level of performance over a Performance Cycle and certify the level of performance attained with respect to Performance Measures (or other performance criteria, as applicable);
- (g) Except as provided in Section 6.1, waive or amend any terms, conditions, restrictions or limitations on an Award, except that the prohibition on the repricing of Stock Options and Stock Appreciation Rights, as described in Section 4.3(g), may not be waived and further provided that any such waiver or amendment shall either comply with the requirements of Section 409A or preserve any exemption from the application of Code Section 409A;
- (h) Make any adjustments to the Plan (including but not limited to adjustment of the number of Shares available under the Plan or any Award) and any Award granted under the Plan as may be appropriate pursuant to Section 5.3;
- (i) Determine and set forth in the applicable Award Certificate the circumstances under which Awards may be deferred and the extent to which a deferral will be credited with Dividend Equivalents and interest thereon;
- (j) Determine whether a Nonqualified Stock Option or Restricted Share may be transferable to family members, a family trust or a family partnership;
- (k) Establish any subplans and make any modifications to the Plan or to Awards made hereunder (including the establishment of terms and conditions not otherwise inconsistent with the terms of the Plan) that the Committee may determine to be necessary or advisable for grants made in countries outside the United States to comply with, or to achieve favorable tax treatment under, applicable foreign laws or regulations;
- (l) Appoint such agents as it shall deem appropriate for proper administration of the Plan; and
- (m) Take any and all other actions it deems necessary or advisable for the proper operation or administration of the Plan.

3.3 *Effect of Determinations.* All determinations of the Committee will be final, binding and conclusive on all persons having an interest in the Plan.

3.4 *Delegation of Authority.* The Board or, if permitted under applicable corporate law, the Committee, in its discretion and consistent with applicable law and regulations, may delegate to the Chief Executive Officer of the Company or any other officer or group of officers as it deems to be advisable, the authority to select Employees to receive an Award and to determine the number of Shares under any such Award, subject to any terms and conditions that the Board or the Committee may establish. When the Board or the Committee delegates authority pursuant to the foregoing sentence, it will limit, in its discretion, the number of Shares or aggregate value that may be subject to Awards that the delegate may grant. Only the Committee will have authority to grant and administer Awards to Directors, Key Employees and other Reporting Persons or to delegates of the Committee, and to establish and certify Performance Measures.

3.5 *Employment of Advisors.* The Committee may employ attorneys, consultants, accountants and other advisors, and the Committee, the Company and the officers and directors of the Company may rely upon the advice, opinions or valuations of the advisors employed.

3.6 *No Liability.* No member of the Committee or any person acting as a delegate of the Committee with respect to the Plan will be liable for any losses resulting from any action, interpretation or construction made in good faith with respect to the Plan or any Award granted under the Plan.

ARTICLE IV AWARDS

4.1 *Eligibility.* All Participants and Employees are eligible to be designated to receive Awards granted under the Plan, except as otherwise provided in this Article IV.

4.2 *Form of Awards.* Awards will be in the form determined by the Committee, in its discretion, and will be evidenced by an Award Certificate. Awards may be granted singly or in combination or in tandem with other Awards.

4.3 *Stock Options and Stock Appreciation Rights.* The Committee may grant Stock Options and Stock Appreciation Rights under the Plan to those Employees whom the Committee may from time to time select, in the amounts and pursuant to the other terms and conditions that the Committee, in its discretion, may determine and set forth in the Award Certificate, subject to the provisions below:

(a) *Form.* Stock Options granted under the Plan will, at the discretion of the Committee and as set forth in the Award Certificate, be in the form of Incentive Stock Options, Nonqualified Stock Options or a combination of the two. If an Incentive Stock Option and a Nonqualified Stock Option are granted to the same Participant under the Plan at the same time, the form of each will be clearly identified, and they will be deemed to have been granted in separate grants. In no event will the exercise of one Award affect the right to exercise the other Award. Stock Appreciation Rights may be granted either alone or in connection with concurrently or previously granted Nonqualified Stock Options.

(b) *Exercise Price.* The Committee will set the Exercise Price of Fair Market Value Stock Options or Stock Appreciation Rights granted under the Plan at a price that is equal to the Fair Market Value of a Share on the date of grant, subject to adjustment as provided in Section 5.3. The Committee will set the Exercise Price of Premium-Priced Stock Options at a price that is higher than the Fair Market Value of a Share as of the date of grant, provided that such price is no higher than 150 percent of such Fair Market Value. The Exercise Price of Incentive Stock Options will be equal to or greater than 110 percent of the Fair Market Value of a Share as of the date of grant if the Participant receiving the Stock Options owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company or any subsidiary or parent corporation of the Company, as defined in Section 424 of the Code. The Exercise Price of a Stock Appreciation Right granted in tandem with a Stock Option will equal the Exercise Price of the related Stock Option. The Committee will set forth the Exercise Price of a Stock Option or Stock Appreciation Right in the Award Certificate. Stock Options granted under the Plan will, at the discretion of the Committee and as set forth in the Award Certificate, be Fair Market Value Stock Options, Premium-Priced Stock Options or a combination of Fair Market Value Stock Options and Premium-Priced Stock Options.

(c) *Term and Timing of Exercise.* Each Stock Option or Stock Appreciation Right granted under the Plan will be exercisable in whole or in part, subject to the following conditions, unless determined otherwise by the Committee:

(i) The Committee will determine and set forth in the Award Certificate the date on which any Award of Stock Options or Stock Appreciation Rights to a Participant may first be exercised. Unless the applicable Award Certificate provides otherwise, a Stock Option or Stock Appreciation Right will become exercisable in equal annual installments over a period of four years beginning immediately after the date on which the Stock Option or Stock Appreciation Right was granted. The right to exercise a Stock Option or Stock Appreciation Right will lapse no later than 10 years after the date of grant, except to the extent necessary to comply with applicable laws outside of the United States or to preserve the tax advantages of the Award outside the United States.

(ii) Unless the applicable Award Certificate provides otherwise, upon the death or Disability of a

Participant who has outstanding Stock Options or Stock Appreciation Rights, the unvested Stock Options or Stock Appreciation Rights will vest. Unless the applicable Award Certificate provides otherwise, the Participant's Stock Options and Stock Appreciation Rights will lapse, and will not thereafter be exercisable, upon the earlier of (A) their original expiration date or (B) the date that is three years after the date on which the Participant dies, incurs a Disability or retires.

(iii) Unless the applicable Award Certificate provides otherwise, upon the Retirement of a Participant, a pro rata portion of the Participant's Stock Options and Stock Appreciation Rights will vest so that the total number of vested Stock Options or Stock Appreciation Rights held by the Participant at Termination of Employment (including those that have already vested as of such date) will be equal to (A) the total number of Stock Options or Stock Appreciation Rights originally granted to the Participant under each Award multiplied by (ii) a fraction, the numerator of which is the period of time (in whole months) that have elapsed since the date of grant, and the denominator of which is four years (or such other applicable vesting term as is set forth in the Award Certificate). Unless the Award Certificate provides otherwise, such Participant's Stock Options and Stock Appreciation Rights will lapse, and will not thereafter be exercisable, upon the earlier of (A) their original expiration date or (B) the date that is three years after the date of Termination of Employment.

(iv) Upon the Termination of Employment of a Participant that does not meet the requirements of paragraphs (ii) or (iii) above, or as otherwise provided in Section 5.4 (Change in Control), any unvested Stock Options or Stock Appreciation Rights will be forfeited unless the Award Certificate provides otherwise. Any Stock Options or Stock Appreciation Rights that are vested as of such Termination of Employment will lapse, and will not thereafter be exercisable, upon the earlier of (A) their original expiration date or (B) the date that is ninety (90) days after the date of such Termination of Employment unless the Award Certificate provides otherwise.

(v) Stock Options and Stock Appreciation Rights of a deceased Participant may be exercised only by the estate of the Participant or by the person given authority to exercise the Stock Options or Stock Appreciation Rights by the Participant's will or by operation of law. If a Stock Option or Stock Appreciation Right is exercised by the executor or administrator of a deceased Participant, or by the person or persons to whom the Stock Option or Stock Appreciation Right has been transferred by the Participant's will or the applicable laws of descent and distribution, the Company will be under no obligation to deliver Shares or cash until the Company is satisfied that the person exercising the Stock Option or Stock Appreciation Right is the duly appointed executor or administrator of the deceased Participant or the person to whom the Stock Option or Stock Appreciation Right has been transferred by the Participant's will or by applicable laws of descent and distribution.

(vi) A Stock Appreciation Right granted in tandem with a Stock Option is subject to the same terms and conditions as the related Stock Option and will be exercisable only to the extent that the related Stock Option is exercisable.

(d) *Payment of Exercise Price.* The Exercise Price of a Stock Option must be paid in full when the Stock Option is exercised. Stock certificates will be registered and delivered only upon receipt of payment. Payment of the Exercise Price may be made in cash or by certified check, bank draft, wire transfer, or postal or express money order, provided that the format is approved by the Company or a designated third-party administrator. The Committee, in its discretion may also allow payment to be made by any of the following methods, as set forth in the Award Certificate:

(i) Delivering a properly executed exercise notice to the Company or its agent, together with irrevocable instructions to a broker to deliver to the Company, within the typical settlement cycle for the sale of equity securities on the relevant trading market (or otherwise in accordance with the provisions of Regulation T issued by the Federal Reserve Board), the amount of sale proceeds with respect to the portion of the Shares to be acquired having a Fair Market Value on the date of exercise equal to the sum of the applicable portion of the Exercise Price being so paid;

(ii) Tendering (actually or by attestation) to the Company previously acquired Shares that have been held by the Participant for at least six months, subject to paragraph (iv), and that have a Fair Market Value on the day prior to the date of exercise equal to the applicable portion of the Exercise Price being so paid, provided that the Board has specifically approved the repurchase of such Shares (unless such approval is not required by

the terms of the bye-laws of the Company) and the Committee has determined that, as of the date of repurchase, the Company is, and after the repurchase will continue to be, able to pay its liabilities as they become due; or

(iii) Provided such payment method has been expressly authorized by the Board or the Committee in advance and subject to any requirements of applicable law and regulations, instructing the Company to reduce the number of Shares that would otherwise be issued by such number of Shares as have in the aggregate a Fair Market Value on the date of exercise equal to the applicable portion of the Exercise Price being so paid.

(iv) The Committee, in consideration of applicable accounting standards, may waive any holding period on Shares required to tender pursuant to clause (ii).

(e) *Incentive Stock Options.* Incentive Stock Options granted under the Plan will be subject to the following additional conditions, limitations and restrictions:

(i) *Eligibility.* Incentive Stock Options may be granted only to Employees of the Company or a Subsidiary that is a subsidiary or parent corporation of the Company, within the meaning of Section 424 of the Code.

(ii) *Timing of Grant.* No Incentive Stock Option will be granted under the Plan after the 10-year anniversary of the date on which the Plan is adopted by the Board or, if earlier, the date on which the Plan is approved by the Company's stockholders.

(iii) *Amount of Award.* Subject to Section 5.3 of the Plan, no more than 10 million Shares may be available for grant in the form of Incentive Stock Options. The aggregate Fair Market Value (as of the date of grant) of the Shares with respect to which the Incentive Stock Options awarded to any Employee first become exercisable during any calendar year may not exceed \$100,000 (U.S.). For purposes of this \$100,000 (U.S.) limit, the Employee's Incentive Stock Options under this Plan and all other plans maintained by the Company and its Subsidiaries will be aggregated. To the extent any Incentive Stock Option would exceed the \$100,000 (U.S.) limit, the Incentive Stock Option will afterwards be treated as a Nonqualified Stock Option for all purposes to the extent required by the Code and underlying regulations and rulings.

(iv) *Timing of Exercise.* If the Committee exercises its discretion in the Award Certificate to permit an Incentive Stock Option to be exercised by a Participant more than three months after the Participant has ceased being an Employee (or more than 12 months if the Participant is permanently and totally disabled, within the meaning of Section 22(e) of the Code), the Incentive Stock Option will afterwards be treated as a Nonqualified Stock Option to the extent required by the Code and underlying regulations and rulings. For purposes of this paragraph (iv), an Employee's employment relationship will be treated as continuing intact while the Employee is on military leave, sick leave or another approved leave of absence if the period of leave does not exceed 90 days, or a longer period to the extent that the Employee's right to reemployment with the Company or a Subsidiary is guaranteed by statute or by contract. If the period of leave exceeds 90 days and the Employee's right to reemployment is not guaranteed by statute or contract, the employment relationship will be deemed to have ceased on the 91st day of the leave.

(v) *Transfer Restrictions.* In no event will the Committee permit an Incentive Stock Option to be transferred by an Employee other than by will or the laws of descent and distribution, and any Incentive Stock Option awarded under this Plan will be exercisable only by the Employee during the Employee's lifetime.

(f) *Exercise of Stock Appreciation Rights.* Upon exercise of a Participant's Stock Appreciation Rights, the Company will pay cash or Shares or a combination of cash and Shares, in the discretion of the Committee and as described in the Award Certificate. Cash payments will be equal to the excess of the Fair Market Value of a Share on the date of exercise over the Exercise Price, for each Share for which a Stock Appreciation Right was exercised. If Shares are paid for the Stock Appreciation Right, the Participant will receive a number of whole Shares equal to the quotient of the cash payment amount divided by the Fair Market Value of a Share on the date of exercise.

(g) *No Repricing.* Except as otherwise provided in Section 5.3, in no event will the Committee (i) decrease the Exercise Price of a Stock Option or Stock Appreciation Right after the date of grant or (ii) cancel outstanding Stock Options or Stock Appreciation Rights in exchange for a cash payment or for a grant of replacement Stock Options or Stock Appreciation Rights with a lower Exercise Price than that of the replaced Stock Options or Stock

Appreciation Rights or other Awards, without first obtaining the approval of the holders of a majority of the Shares who are present in person or by proxy at a meeting of the Company's stockholders and entitled to vote.

4.4 *Annual Performance Bonuses.* The Committee may grant Annual Performance Bonuses under the Plan in the form of cash or Shares to the Reporting Persons that the Committee may from time to time select, in the amounts and pursuant to the terms and conditions that the Committee may determine and set forth in the Award Certificate, subject to the provisions below:

(a) *Performance Cycles.* Annual Performance Bonuses will be awarded in connection with a 12-month Performance Cycle, which will be the fiscal year of the Company.

(b) *Eligible Participants.* Within 90 days after the commencement of a Performance Cycle, the Committee will determine the Reporting Persons who will be eligible to receive an Annual Performance Bonus under the Plan.

(c) *Performance Measures; Targets; Award Criteria.*

(i) Within 90 days after the commencement of a Performance Cycle, the Committee will fix and establish in writing (A) the Performance Measures that will apply to that Performance Cycle; (B) the Target Amount payable to each Participant; and (C) subject to subsection (d) below, the criteria for computing the amount that will be paid with respect to each level of attained performance. The Committee will also set forth the minimum level of performance, based on objective factors, that must be attained during the Performance Cycle before any Annual Performance Bonus will be paid and the percentage of the Target Amount that will become payable upon attainment of various levels of performance that equal or exceed the minimum required level.

(ii) The Committee may, in its discretion, select Performance Measures that measure the performance of the Company or one or more business units, divisions or Subsidiaries of the Company. The Committee may select Performance Measures that are absolute or relative to the performance of one or more comparable companies or an index of comparable companies.

(iii) The Committee, in its discretion, may, on a case-by-case basis, reduce, but not increase, the amount payable to any Key Employee with respect to any given Performance Cycle, provided, however, that no reduction will result in an increase in the amount payable under any Annual Performance Bonus of another Key Employee.

(d) *Payment, Certification.* No Annual Performance Bonus will vest with respect to any Reporting Person until the Committee certifies in writing the level of performance attained for the Performance Cycle in relation to the applicable Performance Measures. In applying Performance Measures, the Committee may, in its discretion, exclude unusual or infrequently occurring items (including any event listed in Section 5.3 and the cumulative effect of changes in the law, regulations or accounting rules), and may determine no later than ninety (90) days after the commencement of any applicable Performance Cycle to exclude other items, each determined in accordance with GAAP (to the extent applicable) and as identified in the financial statements, notes to the financial statements or discussion and analysis of management.

(e) *Form of Payment.* Annual Performance Bonuses will be paid in cash or Shares. All such Performance Bonuses shall be paid no later than the 15th day of the third month following the end of the calendar year (or, if later, following the end of the Company's fiscal year) in which such Performance Bonuses are no longer subject to a substantial risk of forfeiture (as determined for purposes of Section 409A of the Code), except to the extent that a Participant has elected to defer payment under the terms of a duly authorized deferred compensation arrangement in which case the terms of such arrangement shall govern.

(f) *Section 162(m) of the Code.* It is the intent of the Company that Annual Performance Bonuses be "performance-based compensation" for purposes of Section 162(m) of the Code, that this Section 4.4 be interpreted in a manner that satisfies the applicable requirements of Section 162(m)(C) of the Code and related regulations, and that the Plan be operated so that the Company may take a full tax deduction for Annual Performance Bonuses. If any provision of this Plan or any Annual Performance Bonus would otherwise frustrate or conflict with this intent, the provision will be interpreted and deemed amended so as to avoid this conflict.

4.5 *Long Term Performance Awards.* The Committee may grant Long Term Performance Awards under the Plan in the form of Performance Units, Restricted Units or Restricted Stock to any Employee who the Committee may from time to time select, in the amounts and pursuant to the terms and conditions that the Committee may determine and set forth in the Award Certificate, subject to the provisions below:

(a) *Performance Cycles.* Long Term Performance Awards will be awarded in connection with a Performance Cycle, as determined by the Committee in its discretion, provided, however, that a Performance Cycle may be no shorter than 12 months and no longer than 5 years.

(b) *Eligible Participants.* Within 90 days after the commencement of a Performance Cycle, the Committee will determine the Employees who will be eligible to receive a Long Term Performance Award for the Performance Cycle, provided that the Committee may determine the eligibility of any Employee other than a Key Employee after the expiration of the 90-day period.

(c) *Performance Measures; Targets; Award Criteria.*

(i) Within 90 days after the commencement of a Performance Cycle, the Committee will fix and establish in writing (A) the Performance Measures that will apply to that Performance Cycle; (B) with respect to Performance Units, the Target Amount payable to each Participant; (C) with respect to Restricted Units and Restricted Stock, the Target Vesting Percentage for each Participant; and (D) subject to subsection (d) below, the criteria for computing the amount that will be paid or will vest with respect to each level of attained performance. The Committee will also set forth the minimum level of performance, based on objective factors, that must be attained during the Performance Cycle before any Long Term Performance Award will be paid or vest, and the percentage of Performance Units that will become payable and the percentage of performance-based Restricted Units or Shares of Restricted Stock that will vest upon attainment of various levels of performance that equal or exceed the minimum required level.

(ii) The Committee may, in its discretion, select Performance Measures that measure the performance of the Company or one or more business units, divisions or Subsidiaries of the Company. The Committee may select Performance Measures that are absolute or relative to the performance of one or more comparable companies or an index of comparable companies.

(iii) The Committee, in its discretion, may, on a case-by-case basis, reduce, but not increase, the amount of Long Term Performance Awards payable to any Key Employee with respect to any given Performance Cycle, provided, however, that no reduction will result in an increase in the dollar amount or number of Shares payable under any Long Term Performance Award of another Key Employee.

(iv) With respect to Employees who are not Key Employees, the Committee may establish, in its discretion, performance criteria other than the Performance Measures that will be applicable for the Performance Cycle.

(d) *Payment, Certification.* No Long Term Performance Award will vest with respect to any Employee until the Committee certifies in writing the level of performance attained for the Performance Cycle in relation to the applicable Performance Measures. Long Term Performance Awards awarded to Participants who are not Key Employees will be based on the Performance Measures, or other applicable performance criteria, and payment formulas that the Committee, in its discretion, may establish for these purposes. These Performance Measures, or other performance criteria, and formulas may be the same as or different than the Performance Measures and formulas that apply to Key Employees.

In applying Performance Measures, the Committee may, in its discretion, exclude unusual or infrequently occurring items (including any event listed in Section 5.3) and the cumulative effect of changes in the law, regulations or accounting rules, and may determine no later than ninety (90) days after the commencement of any applicable Performance Cycle to exclude other items, each determined in accordance with GAAP (to the extent applicable) and as identified in the financial statements, notes to the financial statements or discussion and analysis of management.

(e) *Form of Payment.* Long Term Performance Awards in the form of Performance Units may be paid in cash or full Shares, in the discretion of the Committee, and as set forth in the Award Certificate. Performance-based Restricted Units and Restricted Stock will be paid in full Shares. Payment with respect to any fractional Share will

be in cash in an amount based on the Fair Market Value of the Share as of the date the Performance Unit becomes payable. All such Long Term Performance Awards shall be paid no later than the 15th day of the third month following the end of the calendar year (or, if later, following the end of the Company's fiscal year) in which such Long Term Performance Awards are no longer subject to a substantial risk of forfeiture (as determined for purposes of Code Section 409A), except to the extent that a Participant has elected to defer payment under the terms of a duly authorized deferred compensation arrangement, in which case the terms of such arrangement shall govern.

(f) *Section 162(m) of the Code.* It is the intent of the Company that Long Term Performance Awards made to Key Employees be "performance-based compensation" for purposes of Section 162(m) of the Code, that this Section 4.5 be interpreted in a manner that satisfies the applicable requirements of Section 162(m)(C) of the Code and related regulations with respect to Long Term Performance awards made to Key Employees, and that the Plan be operated so that the Company may take a full tax deduction for Long Term Performance Awards. If any provision of this Plan or any Long Term Performance Award would otherwise frustrate or conflict with this intent, the provision will be interpreted and deemed amended so as to avoid this conflict.

(g) *Retirement.* If a Participant would be entitled to a Long Term Performance Award but for the fact that the Participant's employment with the Company terminated prior to the end of the Performance Cycle as a result of the Participant's Retirement, the Participant may, in the Committee's discretion, receive a Long Term Performance Award, pro rated for the portion of the Performance Cycle that the Participant completed and payable at the same time after the end of the Performance Cycle that payments to other Long Term Performance Award recipients are made.

4.6 *Other Stock-Based Awards.* The Committee may, from time to time, grant Awards (other than Stock Options, Stock Appreciation Rights, Annual Performance Bonuses or Long Term Performance Awards) to any Employee who the Committee may from time to time select, which Awards consist of, or are denominated in, payable in, valued in whole or in part by reference to, or otherwise related to, Shares. These Awards may include, among other forms, Restricted Stock, Restricted Units, or Deferred Stock Units. The Committee will determine, in its discretion, the terms and conditions that will apply to Awards granted pursuant to this Section 4.6, which terms and conditions will be set forth in the applicable Award Certificate.

(a) *Vesting.* Unless the Award Certificate provides otherwise, restrictions on Stock-Based Awards granted under this Section 4.6 will lapse in equal annual installments over a period of four years beginning immediately after the date of grant. If the restrictions on Stock-Based Awards have not lapsed or been satisfied as of the Participant's Termination of Employment, the Shares will be forfeited by the Participant if the termination is for any reason other than the Retirement, death or Disability of the Participant or a Change in Control. Unless the Award Certificate provides otherwise, (i) all restrictions on Stock-Based Awards granted pursuant to this Section 4.6 will lapse upon the death or Disability of the Participant, (ii) in the event of Retirement, the Award will vest pro rata with respect to the portion of the four-year vesting term (or such other vesting term as is set forth in the Award Certificate) that the Participant has completed as of the Participant's Termination of Employment and provided that the Participant has satisfied all other applicable conditions established by the Committee with respect to such pro rata vesting, and (iii) in the event of a Change in Control, Stock-Based Awards will be treated in accordance with Section 5.4. In no event may the vesting period of a time-based full-value share award be less than three years (on either a cliff or graded vesting basis), except that the Committee may award up to 10 percent of the shares authorized for issuance under Section 5.1 with a vesting period of less than three years under such circumstances as it deems appropriate.

(b) *Grant of Restricted Stock.* The Committee may grant Restricted Stock to any Employee, which Shares will be registered in the name of the Participant and held for the Participant by the Company. The Participant will have all rights of a stockholder with respect to the Shares, including the right to vote and to receive dividends or other distributions, except that the Shares may be subject to a vesting schedule and will be forfeited if the Participant attempts to sell, transfer, assign, pledge or otherwise encumber or dispose of the Shares before the restrictions are satisfied or lapse.

(c) *Grant of Restricted Units.* The Committee may grant Restricted Units to any Employee, which Units will be paid in cash or whole Shares or a combination of cash and Shares, as determined in the discretion of the Committee. The Committee will determine the terms and conditions applicable to the grant of Restricted Units, which terms and conditions will be set forth in the Award Certificate. For each Restricted Unit that vests, one Share will be paid or an amount in cash equal to the Fair Market Value of a Share, as set forth in the Award Certificate, will be delivered to the Participant on the applicable delivery date.

(d) *Grant of Deferred Stock Units.* The Committee may grant Deferred Stock Units to any Employee, which Units will be paid in whole Shares upon the Employee's Termination of Employment if the restrictions on the Units have lapsed. One Share will be paid for each Deferred Stock Unit that becomes payable.

(e) *Dividends and Dividend Equivalents.* At the discretion of the Committee and as set forth in the applicable Award Certificate, dividends issued on Shares may be paid immediately or withheld and deferred in the Participant's account. In the event of a payment of dividends on Common Stock, the Committee may credit Restricted Units with Dividend Equivalents in accordance with terms and conditions established in the discretion of the Committee. Dividend Equivalents will be subject to such vesting terms as is determined by the Committee and may be distributed immediately or withheld and deferred in the Participant's account as determined by the Committee and set forth in the applicable Award Certificate. Deferred Stock Units may, in the discretion of the Committee and as set forth in the Award Certificate, be credited with Dividend Equivalents or additional Deferred Stock Units. The number of any Deferred Stock Units credited to a Participant's account upon the payment of a dividend will be equal to the quotient produced by dividing the cash value of the dividend by the Fair Market Value of one Share as of the date the dividend is paid. The Committee will determine any terms and conditions on deferral of a dividend or Dividend Equivalent, including the rate of interest to be credited on deferral and whether interest will be compounded.

4.7 *Director Awards.*

(a) The Committee may grant Deferred Stock Units to each Director in such an amount as the Board, in its discretion, may approve in advance. Each such Deferred Stock Unit will vest as determined by the Committee and set forth in the Award Certificate and will be paid in Shares within 30 days following the recipient's Termination of Directorship, subject to deferral under any applicable deferred compensation plan approved by the Committee, in which case the terms of such arrangement shall govern. Dividend Equivalents or additional Deferred Stock Units will be credited to each Director's account when dividends are paid on Common Stock to the shareholders, and will be paid to the Director at the same time that the Deferred Stock Units are paid to the Director.

(b) The Committee may grant Director Shares to each Director in such amounts as the Board, in its discretion, may approve in advance.

(c) The Committee may, in its discretion, grant Stock Options, Stock Appreciation Rights and other Stock-Based Awards to Directors.

4.8 *Substitute Awards.* The Committee may make Awards under the Plan to Acquired Grantees through the assumption of, or in substitution for, outstanding Stock-Based Awards previously granted to such Acquired Grantees. Such assumed or substituted Awards will be subject to the terms and conditions of the original awards made by the Acquired Company, with such adjustments therein as the Committee considers appropriate to give effect to the relevant provisions of any agreement for the acquisition of the Acquired Company, provided that any such adjustment with respect to Nonqualified Stock Options and Stock Appreciation Rights shall satisfy the requirements of Treas. Reg. § 1.409A-1(b)(5)(v)(D) and otherwise ensure that such awards continue to be exempt from Code Section 409A and provided that any adjustment to Awards that are subject to Code Section 409A is in compliance with Code Section 409A and the regulations and rulings thereunder. Any grant of Incentive Stock Options pursuant to this Section 4.8 will be made in accordance with Section 424 of the Code and any final regulations published thereunder.

4.9 *Limit on Individual Grants.* Subject to Sections 5.1 and 5.3, no Employee may be granted more than 6 million Shares over any calendar year pursuant to Awards of Stock Options, Stock Appreciation Rights and performance-based Restricted Stock and Restricted Units, except that an incentive Award of no more than 10 million Shares may be made pursuant to Stock Options, Stock Appreciation Rights and performance-based Restricted Stock and Restricted Units to any person who has been hired within the calendar year as a Key Employee. The maximum amount that may be paid in cash or Shares pursuant to Annual Performance Bonuses or Long Term Performance Awards paid in Performance Units to any one Employee is \$10 million (U.S.) for any Performance Cycle of 12 months. For any longer Performance Cycle, this maximum will be adjusted proportionally.

4.10 *Termination for Cause.* Notwithstanding anything to the contrary herein, if a Participant incurs a Termination of Directorship or Termination of Employment for Cause, then all Stock Options, Stock Appreciation Rights, Annual Performance Bonuses, Long Term Performance Awards, Restricted Units, Restricted Stock and other Stock-Based Awards will immediately be cancelled. The exercise of any Stock Option or Stock Appreciation Right or the payment of any Award may be delayed, in the Committee's discretion, in the event that a potential termination for Cause is pending, subject to ensuring an exemption from or compliance with Code Section 409A and the underlying regulations and rulings. If a

Participant incurs a Termination of Employment for Cause, or the Company becomes aware (after the Participant's Termination of Employment) of conduct on the part of the Participant that would be grounds for a Termination of Employment for Cause, then the Participant will be required to deliver to the Company (i) Shares (or, in the discretion of the Committee, cash) in an amount that is equal in value to the amount of any profit the Participant realized upon the exercise of an Option during the period beginning six (6) months prior to the Participant's Termination of Employment for Cause and ending on the two (2) year anniversary of such Termination of Employment; and (ii) the number of Shares (or, in the discretion of the Committee, the cash value of said shares) the Participant received for Restricted Shares or Restricted Units that vested during the period described in (i) above.

ARTICLE V SHARES SUBJECT TO THE PLAN; ADJUSTMENTS

5.1 *Shares Available.* The Shares issuable under the Plan will be authorized but unissued Shares, and, to the extent permissible under applicable law, Shares acquired by the Company, any Subsidiary or any other person or entity designated by the Company. The total number of Shares with respect to which Awards may be issued under the Plan may equal, but may not exceed, five percent (5%) of the Shares outstanding as of June 29, 2007, subject to adjustment in accordance with Section 5.3; provided that when Shares are issued pursuant to a grant of Restricted Stock, Restricted Units, Deferred Stock Units, Performance Units or as payment of an Annual Performance Bonus or other Stock-Based Award, the total number of Shares remaining available for grant will be decreased by a margin of at least 1.8 per Share issued. In addition, in the case of the settlement of any stock-settled Stock Appreciation Right, the total number of Shares available for grant will be decreased by the total number of Shares equal in value to the total value of the Stock Appreciation Right on the day of settlement. No more than 10 million Shares of the total Shares issuable under the Plan may be available for grant in the form of Incentive Stock Options.

5.2 *Counting Rules.* The following Shares related to Awards under this Plan may again be available for issuance under the Plan, in addition to the Shares described in Section 5.1:

- (a) Shares related to Awards paid in cash;
- (b) Shares related to Awards that expire, are forfeited or cancelled or terminate for any other reason without issuance of Shares, and provided that each such forfeited, cancelled or terminated Share that was originally issued pursuant to a grant of Restricted Stock, Restricted Units, Deferred Stock Units, Performance Units or as payment of an Annual Performance Bonus or other Stock-Based Award shall be counted as 1.8 Share;
- (c) Any Shares issued in connection with Awards that are assumed, converted or substituted as a result of the acquisition of an Acquired Company by the Company or a combination of the Company with another company; and
- (d) Any Shares of Restricted Stock that are returned to the Company upon a Participant's Termination of Employment.

5.3 *Adjustments.* In the event of a change in the outstanding Shares by reason of a stock split, reverse stock split, dividend or other distribution (whether in the form of cash, Shares, other securities or other property), extraordinary cash dividend, recapitalization, merger, consolidation, split-up, spin-off, reorganization, combination, repurchase or exchange of Shares or other securities or similar corporate transaction or event, the Committee shall make an appropriate adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan. Any such adjustment with respect to Nonqualified Stock Options and Stock Appreciation Rights shall satisfy the requirements of Treas. Reg. § 1.409A-1(b)(5)(v)(D) and otherwise ensure that such awards continue to be exempt from Code Section 409A, and any adjustment to Awards that are subject to Code Section 409A shall comply with Code Section 409A and the regulations and rulings thereunder. Any adjustment made by the Committee under this Section 5.3 will be conclusive and binding for all purposes under the Plan.

5.4 *Change in Control.*

- (a) Unless otherwise provided under the terms of an applicable Award Certificate, (i) all outstanding Stock Options and Stock Appreciation Rights will become exercisable as of the effective date of a Participant's Change in Control Termination if the Awards are not otherwise vested, and all conditions will be waived with respect to outstanding Restricted Stock, Restricted Units and other Stock-Based Awards (other than Long Term Performance Awards) and Deferred Stock Units, and (ii) each Participant who has been granted an Annual Performance Bonus or

Long Term Performance Award that is outstanding as of the date of such Participant's Change in Control Termination will be deemed to have achieved a level of performance, as of the Change in Control Termination, that would cause all (100%) of the Participant's Target Amounts to become payable and all restrictions on the Participant's Restricted Units and Shares of Restricted Stock to lapse. Unless the Committee determines otherwise in its discretion (either when the award is granted or any time thereafter), in the event that Awards outstanding as of the date of a Change in Control that are payable in shares of Company Common Stock will not be substituted with comparable awards payable or redeemable in shares of publicly-traded stock after the Change in Control, each such outstanding Award (i) will become fully vested (at target, where applicable) immediately prior to the Change in Control and (ii) each such Award that is a Stock Option will be settled in cash, without the Participant's consent, for an amount equal to the amount that could have been attained upon the exercise of such Award immediately prior to the Change in Control had such Award been exercisable or payable at such time.

(b) In addition to the such other actions described in Section 5.4(a), in the event of a Change in Control the Committee may take any one or more of the following actions with respect to any or all outstanding Awards, without the consent of the Participant: (i) the Committee may determine that outstanding Stock Options and Stock Appreciation Rights shall be fully exercisable, and restrictions on Restricted Stock, Restricted Units, Deferred Stock Units and other Stock-Based Awards shall lapse, as of the date of the Change in Control or such other time (prior to a Participant's Change in Control Termination) as the Committee determines, (ii) the Committee may require that a Participant surrender their outstanding Stock Options and Stock Appreciation Rights in exchange for one or more payments by the Company, in cash or Common Stock as determined by the Committee, in an amount equal to the amount by which the then Fair Market Value of the shares of Common Stock subject to the Participant's unexercised Stock Options and Stock Appreciation Rights exceeds the exercise price, if any, and on such terms as the Committee determines, (iii) after giving Participants an opportunity to exercise their outstanding Stock Options and Stock Appreciation Rights, the Committee may terminate any or all unexercised Stock Options and Stock Appreciation Rights at such time as the Committee deems appropriate, (iv) the Committee may determine that Annual Performance Bonuses and/or Long Term Performance Awards will be paid out at their target level, in cash or Common Stock as determined by the Committee, or (v) the Committee may determine that Awards that remain outstanding after the Change in Control shall be converted to similar grants of, or assumed by, the surviving corporation (or a parent or subsidiary of the surviving corporation or successor). Such acceleration, surrender, termination, settlement or conversion shall take place as of the date of the Change in Control or such other date as the Committee may specify. The Committee may specify how an Award will be treated in the event of a Change in Control either when the Award is granted or at any time thereafter, except as otherwise provided herein.

5.5 Fractional Shares. No fractional Shares will be issued under the Plan. Except as otherwise provided in Section 4.5(e), if a Participant acquires the right to receive a fractional Share under the Plan, the Participant will receive, in lieu of the fractional Share, a full Share as of the date of settlement, unless otherwise provided by the Committee.

ARTICLE VI AMENDMENT AND TERMINATION

6.1 Amendment. The Plan may be amended at any time and from time to time by the Board without the approval of stockholders of the Company, except that no material revision to the terms of the Plan will be effective until the amendment is approved by the stockholders of the Company. A revision is "material" for this purpose if, among other changes, it materially increases the number of Shares that may be issued under the Plan (other than an increase pursuant to Section 5.3 of the Plan), expands the types of Awards available under the Plan, materially expands the class of persons eligible to receive Awards under the Plan, materially extends the term of the Plan, materially decreases the Exercise Price at which Stock Options or Stock Appreciation Rights may be granted, reduces the Exercise Price of outstanding Stock Options or Stock Appreciation Rights, or results in the replacement of outstanding Stock Options and Stock Appreciation Rights with new Awards that have an Exercise Price that is lower than the Exercise Price of the replaced Stock Options and Stock Appreciation Rights. No amendment of the Plan or any outstanding Award made without the Participant's written consent may adversely affect any right of a Participant with respect to an outstanding Award.

6.2 Termination. The Plan will terminate upon the earlier of the following dates or events to occur:

- (a) the adoption of a resolution of the Board terminating the Plan; or
- (b) the day before the 10th anniversary of the adoption of the Plan by the Company's shareholder as described in Section 1.2.

No Awards will be granted under this Plan after it has terminated. The termination of the Plan, however, will not alter or impair any of the rights or obligations of any person under any Award previously granted under the Plan without such person's consent. After the termination of the Plan, any previously granted Awards will remain in effect and will continue to be governed by the terms of the Plan and the applicable Award Certificate.

ARTICLE VII GENERAL PROVISIONS

7.1 *Nontransferability of Awards.* No Award under the Plan will be subject in any manner to alienation, anticipation, sale, assignment, pledge, encumbrance or transfer, and no other persons will otherwise acquire any rights therein, except as provided below.

(a) Any Award may be transferred by will or by the laws of descent or distribution.

(b) The Committee may provide in the applicable Award Certificate that all or any part of a Nonqualified Option or Shares of Restricted Stock may, subject to the prior written consent of the Committee, be transferred to a family member. For purposes of this subsection (b), "family member" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the Participant, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons have more than 50 percent of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than 50 percent of the voting interests.

Any transferred Award will be subject to all of the same terms and conditions as provided in the Plan and the applicable Award Certificate. The Participant or the Participant's estate will remain liable for any withholding tax that may be imposed by any federal, state or local tax authority. The Committee may, in its discretion, disallow all or a part of any transfer of an Award pursuant to this subsection (b) unless and until the Participant makes arrangements satisfactory to the Committee for the payment of any withholding tax. The Participant must immediately notify the Committee, in the form and manner required by the Committee, of any proposed transfer of an Award pursuant to this subsection (b). No transfer will be effective until the Committee consents to the transfer in writing.

(c) Except as otherwise provided in the applicable Award Certificate, any Nonqualified Stock Option transferred by a Participant pursuant to this subsection (c) may be exercised by the transferee only to the extent that the Award would have been exercisable by the Participant had no transfer occurred. The transfer of Shares upon exercise of the Award will be conditioned on the payment of any withholding tax.

(d) Restricted Stock may be freely transferred after the restrictions lapse or are satisfied and the Shares are delivered, provided, however, that Restricted Stock awarded to an affiliate of the Company may be transferred only pursuant to Rule 144 under the Securities Act, or pursuant to an effective registration for resale under the Securities Act. For purposes of this subsection (d), "affiliate" will have the meaning assigned to that term under Rule 144.

(e) In no event may a Participant transfer an Incentive Stock Option other than by will or the laws of descent and distribution.

7.2 *Withholding of Taxes.* The Committee, in its discretion, may satisfy a Participant's tax withholding obligations by any of the following methods or any method as it determines to be in accordance with the laws of the jurisdiction in which the Participant resides, has domicile or performs services.

(a) *Stock Options and Stock Appreciation Rights.* As a condition to the delivery of Shares pursuant to the exercise of a Stock Option or Stock Appreciation Right, the Committee may require that the Participant, at the time of exercise, pay to the Company by cash, certified check, bank draft, wire transfer or postal or express money order an amount sufficient to satisfy any applicable tax withholding obligations. The Committee may also, in its discretion, accept payment of tax withholding obligations through any of the Exercise Price payment methods described in Section 4.3(d).

(b) *Other Awards Payable in Shares.* The Participant shall satisfy the Participant's tax withholding obligations arising in connection with the release of restrictions on Restricted Units, Restricted Stock and other Stock-Based Awards by payment to the Company in cash or by certified check, bank draft, wire transfer or postal or

express money order, provided that the format is approved by the Company or a designated third-party administrator. However, subject to any requirements of applicable law, the Company may also satisfy the Participant's tax withholding obligations by other methods, including selling or withholding Shares that would otherwise be available for delivery, provided that the Board or the Committee has specifically approved such payment method in advance.

(c) *Cash Awards.* The Company may satisfy a Participant's tax withholding obligation arising in connection with the payment of any Award in cash by withholding cash from such payment.

7.3 Special Forfeiture Provision. The Committee may, in its discretion, provide in an Award Certificate that the Participant may not, within two years of the Participant's Termination of Employment with the Company, enter into any employment or consultation arrangement (including service as an agent, partner, stockholder, consultant, officer or director) with any entity or person engaged in any business in which the Company or any Subsidiary is engaged without prior written approval of the Committee if, in the sole judgment of the Committee, the business is competitive with the Company or any Subsidiary or business unit or such employment or consultation arrangement would present a risk that the Participant would likely disclose Company proprietary information (as determined by the Committee). If the Committee makes a determination that this prohibition has been violated, the Participant (i) will forfeit all rights under any outstanding Stock Option or Stock Appreciation Right that was granted subject to the Award Certificate and will return to the Company the amount of any profit realized upon an exercise of all Awards during the period, as the Committee determines and sets forth in the Award Certificate, beginning no earlier than six months prior to the Participant's Termination of Employment, and (ii) will forfeit and return to the Company any Annual Performance Bonuses, Performance Units, Shares of Restricted Stock, Restricted Units (including any credited Dividend Equivalents), Deferred Stock Units, and other Stock-Based Awards that are outstanding on the date of the Participant's Termination of Employment, subject to the Award Certificate, and have not vested or that had vested and remain subject to this Section 7.3 during a period, as the Committee determines and sets forth in the Award Certificate, beginning no earlier than six months prior to the Participant's Termination of Employment.

7.4 No Implied Rights. The establishment and operation of the Plan, including the eligibility of a Participant to participate in the Plan, will not be construed as conferring any legal or other right upon any Director for any continuation of directorship or any Employee for the continuation of employment through the end of any Performance Cycle or other period. The Company expressly reserves the right, which may be exercised at any time and in the Company's sole discretion, to discharge any individual or treat him or her without regard to the effect such discharge might have upon him or her as a Participant in the Plan.

7.5 No Obligation to Exercise Awards. The grant of a Stock Option or Stock Appreciation Right will impose no obligation upon the Participant to exercise the Award.

7.6 No Rights as Stockholders. A Participant who is granted an Award under the Plan will have no rights as a stockholder of the Company with respect to the Award unless and until certificates for the Shares underlying the Award are registered in the Participant's name and (other than in the case of Restricted Stock) delivered to the Participant. The right of any Participant to receive an Award by virtue of participation in the Plan will be no greater than the right of any unsecured general creditor of the Company.

7.7 Indemnification of Committee. The Company will indemnify, to the fullest extent permitted by law, each person made or threatened to be made a party to any civil or criminal action or proceeding by reason of the fact that the person, or the executor or administrator of the person's estate, is or was a member of the Committee or a delegate of the Committee.

7.8 No Required Segregation of Assets. Neither the Company nor any Subsidiary will be required to segregate any assets that may at any time be represented by Awards granted pursuant to the Plan.

7.9 Nature of Payments. All Awards made pursuant to the Plan are in consideration of services for the Company or a Subsidiary. Any gain realized pursuant to Awards under the Plan constitutes a special incentive payment to the Participant and will not be taken into account as compensation for purposes of any other employee benefit plan of the Company or a Subsidiary, except as the Committee otherwise provides. The adoption of the Plan will have no effect on Awards made or to be made under any other benefit plan covering an employee of the Company or a Subsidiary or any predecessor or successor of the Company or a Subsidiary.

7.10 Securities Law Compliance. Awards under the Plan are intended to satisfy the requirements of Rule 16b-3 under the Exchange Act. If any provision of this Plan or any grant of an Award would otherwise frustrate or conflict with this intent, that provision will be interpreted and deemed amended so as to avoid conflict. No Participant will be entitled to a

grant, exercise, transfer or payment of any Award if the grant, exercise, transfer or payment would violate the provisions of the Sarbanes-Oxley Act of 2002 or any other applicable law.

7.11 *Section 409A Compliance.* To the extent the Committee determines that any Award granted under the Plan is subject to Section 409A of the Code, the Award Certificate evidencing such Award will incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and the Award Certificate will be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan, in the event that the Committee determines that any Award may be subject to Section 409A of the Code, the Committee may adopt such amendments to the Plan and/or the applicable Award Certificate or adopt policies and procedures or take any other action or actions, including an action or amendment with retroactive effect, that the Committee determines is necessary or appropriate to (i) exempt the Award from the application of Section 409A of the Code or (ii) comply with the requirements of Section 409A of the Code. Any Award that provides for a payment to any Participant who is a “specified employee” of deferred compensation that is subject to Code Section 409A(a)(2) and that becomes payable upon, or that is accelerated upon, such Participant’s Termination of Employment, shall also provide that no such payment shall be made on or before the date which is six months following such Participant’s Termination of Employment (or, if earlier, such Participant’s death). A specified employee for this purpose shall be determined by the Committee or its delegate in accordance with the provisions of Code Section 409A and the regulations and rulings thereunder.

7.12 *Governing Law, Severability.* The Plan and all determinations made and actions taken under the Plan will be governed by the law of Switzerland and construed accordingly. If any provision of the Plan is held unlawful or otherwise invalid or unenforceable in whole or in part, the unlawfulness, invalidity or unenforceability will not affect any other parts of the Plan, which parts will remain in full force and effect.

**TYCO ELECTRONICS LTD.
EMPLOYEE STOCK PURCHASE PLAN
AS AMENDED AND RESTATED MARCH 10, 2009**

ARTICLE 1 — PURPOSE

The Tyco Electronics Employee Stock Purchase Plan (the “Plan”) is created for the purpose of encouraging stock ownership by officers and employees of Tyco Electronics Ltd. and its subsidiaries (the “Company”) so that they may share in the growth of the Company by acquiring or increasing their proprietary interest in the Company.

ARTICLE 2 — ADMINISTRATION OF THE PLAN

The Plan will be administered by the Management Development and Compensation Committee (the “Committee”) of the Board of Directors of the Company or its designee. The interpretation and construction by the Committee or its designee of any provision of the Plan shall be final unless otherwise determined by the Board of Directors. The Committee or its designee may adopt, from time to time, such rules and regulations, as it deems appropriate for carrying out the Plan. No member of the Committee or the Committee’s designee shall be liable for any action or determination made in good faith with respect to the Plan.

ARTICLE 3 — ELIGIBLE EMPLOYEES

The Senior Vice President, Human Resources of Tyco Electronics will, from time to time, determine which of the Company’s employees (including employees of the Company’s subsidiaries and divisions) will be eligible to participate in the Plan. All officers who are employees of the Company will be eligible to participate in the Plan, unless otherwise determined by the Senior Vice President, Human Resources of Tyco Electronics. Eligible employees who elect to participate in the Plan shall hereinafter be referred to as “Participants”. Notwithstanding the foregoing, any employee who sells Shares purchased under the Plan within three months of the date of purchase shall be precluded from participating in the Plan for the next 12 months.

ARTICLE 4 — SHARES TO BE PURCHASED

The stock subject to purchase under the Plan is 6,000,000 shares (subject to adjustment in the event of stock splits, stock dividends, recapitalization, or similar adjustment in the Company’s common stock) of the common stock of the Company (the “Shares”). At the discretion of the Company, Shares purchased on behalf of Plan Participants (a) will be purchased on the open market or (b) will be issued to the Plan by the Company and allocated to Plan Participants from newly-issued shares or from shares (“Treasury Shares”) acquired by the Company, any Subsidiary or any other person or entity designated by the Company, including the Company’s treasury shares.

ARTICLE 5 — PAYROLL DEDUCTIONS

Participants, upon entering the Plan, shall authorize payroll deductions to be made for the purchase of Shares. The maximum deduction shall not, on a per pay period basis, exceed a Participant’s base salary or commission (in the case of an employee who receives commission and no base salary) and deductions shall be exclusive of overtime and net withholding and other deductions. The Participant may authorize increases or decreases in the amount of payroll deductions. In order to effect such a change in the amount of the payroll deductions, the Company must receive notice of such change in the manner specified by the Company and changes will take effect as soon as administratively possible. The Company will accumulate and hold for the Participant’s account the amounts deducted from his/her pay. No interest shall be paid on such amounts. Notwithstanding the foregoing, the Committee may, in its sole discretion, authorize a special bonus payment be made to a Participant and such bonus be designated as an employee contribution. Such employee contribution will be entitled to receive the matching Employer Contribution described in the next Article. The bonus may exceed the contribution

limits otherwise imposed on the Participants. In the event that payroll deductions are either prohibited under local law or otherwise deemed to be administratively burdensome, the Company may accept employee contributions to the Plan in such other form as is deemed appropriate.

Notwithstanding any other provision in the Plan to the contrary, the maximum annual employee contribution for employees who are subject to the reporting and short-swing profit provisions of Section 16 of the Securities Exchange Act of 1934 shall be \$25,000.

ARTICLE 6 — EMPLOYER CONTRIBUTION

The Company will match each employee's contribution by contributing to the Plan an additional fifteen percent (15%) of the employee's payroll deduction. The Company matching contribution will be paid on employee contributions made to the Plan up to a maximum annual contribution of \$40,000 (US). For purposes of determining the Company's maximum annual contribution in countries outside the United States, the U.S. dollar equivalent of the \$40,000 employee contribution (or other designated annual employee contribution) for any calendar year will be based on the exchange rate in effect on the first business day of December of the prior calendar year. The Committee, from time to time, may increase or decrease the percentage of the Company's contribution to the Participant's payroll deduction if the interests of the Company so require. The matching contributions hereunder are not intended to be entitled or part of the regular compensation of any Participant. The Company will pay all commissions relating to the purchase of the Shares under the Plan, and the Company will pay all administrative costs associated with the implementation and operation of the Plan.

ARTICLE 7 — AUTHORIZATION FOR ENTERING THE PLAN

An eligible employee may enter the Plan by enrolling in the Plan and specifying his/her contribution amount in the manner authorized by the Company. Such authorization will take effect as of the next practicable payroll period. Unless a Participant authorizes changes to his/her payroll deductions in accordance with Article 5 or withdraws from the Plan, his/her deductions under the latest authorization on file with the Company shall continue from one payment period to the succeeding payment period as long as the Plan remains in effect.

ARTICLE 8 — PURCHASE OF SHARES

All Shares purchased under the Plan which are purchased on the open market shall be purchased by a broker designated, from time to time, by the Committee. On a monthly basis, as soon as practicable following the month end, the Company shall remit the total of contributions to the broker for the purchase of the Shares. The broker will then execute the purchase order and the Plan Administrator shall allocate Shares (or fraction thereof) to each participant's individual recordkeeping account. In the event the purchase of Shares takes place over a number of days and at different prices, then each participant's allocation shall be adjusted on the basis of the average price per Share over such period.

All Shares issued to the Plan from newly-issued or Treasury Shares will be allocated to Participants' accounts as of the eighth trading day of the month and will be allocated based on the volume weighted average price of the Company's stock on the New York Stock Exchange on such date.

ARTICLE 9 — ISSUANCE OF SHARES

The Shares purchased under the Plan shall be held by the Plan Administrator or its nominee. Participants shall receive periodic statements that will evidence all activity in the accounts that have been established on their behalf. Such statements will be issued by the Plan Administrator or its nominee. In the event a Participant wishes to hold certificates in his/her own name, the Participant must instruct the Plan Administrator or its nominee independently and bear the costs associated with the issuance of such certificates and pay, if required, a fee for each certificate so issued. Fractional Shares shall be liquidated on a cash basis only in lieu of the issuance of certificates for such fractional Shares upon the employee's withdrawal.

ARTICLE 10 — AUTOMATIC DIVIDEND REINVESTMENT

Any dividends paid to Participants for Shares purchased under the Plan and held by the Plan Administrator shall be automatically reinvested in the Shares of the Company.

ARTICLE 11 — SALE OF SHARES PURCHASED UNDER THE PLAN

Each Participant may sell at any time all or any portion of the Shares acquired under the Plan and held by the Plan Administrator by notifying the Plan Administrator, or its designee, who will direct the broker to execute the sale on behalf of the Participant. The Participant shall pay the broker's commission and any other expenses incurred with regard to the sale of the Shares. All such sales of the Shares will be subject to compliance with any applicable federal or state securities, tax or other laws. Each participant assumes the risk of any fluctuations in the market price of the Shares.

ARTICLE 12 — WITHDRAWAL FROM THE PLAN

A Participant may cease making contributions to the Plan at any time by changing his/her payroll deduction to zero as described in Article 5. In order to execute a sale of all or part of the Shares purchased under the Plan and held by the Plan Administrator, the Participant must contact the Plan Administrator, or its designee, directly. If the Participant desires to withdraw from the Plan by liquidating all or part of his/her shareholder interest, he/she shall receive the proceeds from the sale thereof, minus the commission and other expenses on such sale.

ARTICLE 13 — NO TRANSFER OR ASSIGNMENT

A Participant's right to purchase Shares under the Plan through payroll deduction is his/hers alone and may not be transferred or assigned to, or availed of, by any other person.

ARTICLE 14 — TERMINATION OF EMPLOYEE RIGHTS

All of the employee's rights under the Plan will terminate when he/she ceases to be an eligible employee due to retirement, resignation, death, termination, or any other reason. A notice of withdrawal will be deemed to have been received from a Participant on the day of his/her final payroll deduction. If a Participant's payroll deductions are interrupted by any legal process, a withdrawal notice will be deemed as having been received on the day the interruption occurs.

In the event of the employee's termination of employment for any reason, a Participant will be required to:

1. Sell any shares then remaining in the Participant's account; or
2. Transfer all remaining shares to an individual brokerage account; or
3. Request Computershare to issue a share certificate to the Participant for any shares remaining in the Participant's account.

Any fractional shares remaining in the Participant's account will be sold and the proceeds will be sent to the Participant.

If you do not take action within 30 days of notification by Computershare, your shares are issued in certificate form as described in option 3 above. You will be sent a certificate representing your whole shares. You will also receive a check equal to your proceeds from the sale of your fractional shares, less applicable transaction and handling fees.

ARTICLE 15 — TERMINATION AND AMENDMENT TO THE PLAN

The Plan may be terminated at any time by the Company's Board of Directors if the interests of the Company so require. Upon such termination, or any other termination of the Plan, all payroll deductions not used to purchase Shares will be refunded. The Board of Directors also reserves the right to amend the Plan, from time to time, in any respect and authorizes the Committee to approve amendments to the Plan on its behalf.

ARTICLE 16 — LOCAL TAX LAWS

If the provisions of the Plan contradict local tax laws, the local tax laws shall prevail.

TYCO ELECTRONICS
CHANGE IN CONTROL SEVERANCE PLAN FOR CERTAIN
U.S. OFFICERS AND EXECUTIVES

Effective January 1, 2009

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ARTICLE I

BACKGROUND, PURPOSE AND TERM OF PLAN

Section 1.01 **Purpose of the Plan.** The purpose of the Plan is to provide Eligible Employees with certain compensation and benefits as set forth in the Plan in the event the Eligible Employee's employment with the Company or a Subsidiary is terminated due to a Change in Control Termination. The Plan is not intended to be an "employee pension benefit plan" or "pension plan" within the meaning of Section 3(2) of ERISA. Rather, this Plan is intended to be a "welfare benefit plan" within the meaning of Section 3(1) of ERISA and to meet the descriptive requirements of a plan constituting a "severance pay plan" within the meaning of regulations published by the Secretary of Labor at Title 29, Code of Federal Regulations, section 2510.3-2(b). Accordingly, the benefits paid by the Plan are not deferred compensation and no employee shall have a vested right to such benefits.

Section 1.02 **Term of the Plan.** The Plan shall generally be effective as of the Effective Date, but subject to amendment from time to time in accordance with Section 8.01. The Plan shall continue until terminated pursuant to Article VIII of the Plan.

Section 1.03 **Compliance with Code Section 409A.** The terms of this Plan are intended to, and shall be interpreted so as to, comply in all respects with the provisions of Code Section 409A and the regulations and rulings promulgated thereunder.

ARTICLE II

DEFINITIONS

Section 2.01 “Annual Bonus” shall mean 100% of the Participant’s target annual bonus.

Section 2.02 “Base Salary” shall mean the annual base salary in effect as of the Participant’s Separation from Service Date.

Section 2.03 “Board” shall mean the Board of Directors of the Company or any successor thereto, or a committee thereof specifically designated for purposes of making determinations hereunder.

Section 2.04 “Cause” shall mean (i) a material violation of any fiduciary duty owed to the Company, (ii) conviction of, or entry of a plea of **nolo contendere with respect to**, a felony or misdemeanor, (iii) dishonesty, (iv) theft, or (v) other egregious conduct, that is likely to have a materially detrimental impact on the Company and its employees. Whether an Eligible Employee’s termination is as a result of Cause shall be determined in the discretion of the Plan Administrator.

Section 2.05 “Change in Control” shall mean any of the following events:

(i) any “person” (as defined in Section 13(d) and 14(d) of the Exchange Act, excluding for this purpose, (i) Tyco Electronics Ltd. or any Subsidiary company (wherever incorporated) of Tyco Electronics Ltd. as defined by Section 86 of the Companies Act 1981 of Bermuda, as amended or (ii) any employee benefit plan of Tyco Electronics Ltd. or any such Subsidiary company (or any person or entity organized, appointed or established by Tyco Electronics Ltd. for or pursuant to the terms of any such plan that acquires beneficial ownership of voting securities of Tyco Electronics Ltd.), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly of securities of Tyco Electronics Ltd. representing more than 30 percent of the combined voting power of Tyco Electronics Ltd.’s then outstanding securities; provided, however, that no Change in Control will be deemed to have occurred as a result of a change in ownership percentage resulting solely from an acquisition of securities by Tyco Electronics Ltd. ;

(ii) persons who, as of the Effective Date, constitute the Board of Directors of Tyco Electronics Ltd. (the “Incumbent Directors”) cease for any reason (including without limitation, as a result of a tender offer, proxy contest, merger or similar transaction) to constitute at least a majority thereof, provided that any person becoming a Director of Tyco Electronics Ltd. subsequent to the Effective Date shall be considered an Incumbent Director if such person’s election or nomination for election was approved by a vote of at least 50 percent of the Incumbent Directors; but provided further, that any such person whose initial assumption of office is in connection with an actual or threatened proxy contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a “person” (as defined in Section 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director;

(iii) consummation of a reorganization, merger or consolidation or sale or other disposition of at least 80 percent of the assets of Tyco Electronics Ltd. (a “Business Combination”), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of outstanding voting securities of Tyco Electronics Ltd. immediately prior to such Business Combination beneficially own directly or indirectly more than 50 percent of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns Tyco Electronics Ltd. or all or substantially all of the assets of Tyco Electronics Ltd. either directly or through one or more Subsidiary companies (wherever incorporated) of Tyco Electronics Ltd. as defined by Section 86 of the Companies Act 1981 of Bermuda, as amended) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding voting securities of Tyco Electronics Ltd. ; or

(iv) approval by the stockholders of Tyco Electronics Ltd. of a complete liquidation or dissolution of Tyco Electronics Ltd. .

Section 2.06 “Change in Control Termination” shall mean a Participant’s Involuntary Termination or Good Reason Resignation that occurs during the period beginning 60 days prior to the date of a Change in Control and ending two years after the date of such Change in Control.

Section 2.07 “COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and the regulations promulgated thereunder.

Section 2.08 “Code” shall mean the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder.

Section 2.09 “Committee” shall mean the Management Development and Compensation Committee of the Board of Directors of Tyco Electronics Ltd. or such other committee appointed by the Board to assist the Company in making determinations required under the Plan in accordance with its terms. The “Committee” may delegate its authority under the Plan to an individual or another committee.

Section 2.10 “Company” shall mean Tyco Electronics Corporation. Unless it is otherwise clear from the context, Company shall generally include participating Subsidiaries.

Section 2.11 “Effective Date” shall mean January 1, 2009.

Section 2.12 “Eligible Employee” shall mean an Employee who is an Officer or an employee in the Band 1 classification. If there is any question as to whether an Employee is deemed an Eligible Employee for purposes of the Plan, the Plan Administrator shall make the determination.

Section 2.13 “Employee” shall mean an individual employed by an Employer as a common law employee on the United States payroll of the Company or a Subsidiary, and shall not include any person working for the Company through a temporary service or on a leased

basis or who is hired by the Company as an independent contractor, consultant, or otherwise as a person who is not an employee for purposes of withholding federal employment taxes, as evidenced by payroll records or a written agreement with the individual, regardless of any contrary governmental or judicial determination or holding relating to such status or tax withholding.

Section 2.14 “Employer” shall mean the Company or any Subsidiary with respect to which this Plan has been adopted.

Section 2.15 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder.

Section 2.16 “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended and the regulations promulgated thereunder.

Section 2.17 “Executive Severance Plan” shall mean the Tyco Electronics Severance Plan for U.S. Officers and Executives, which plan is superseded by this Plan in the event of any Participant’s Change in Control Termination.

Section 2.18 “Good Reason Resignation” shall mean any retirement or termination of employment by a Participant that is not initiated by the Company or any Subsidiary and that is caused by any one or more of the following events which occurs during the period beginning 60 days prior to the date of a Change in Control and ending two years after the date of such Change in Control:

- (1) Without the Participant’s written consent, assignment to the Participant of any duties inconsistent in any material respect with the Participant’s authority, duties or responsibilities as in effect immediately prior to the Change in Control;
- (2) Without the Participant’s written consent, a material diminution in the authority, duties or responsibilities of the supervisor to whom the Participant is required to report as in effect immediately prior to the Change in Control;
- (3) Without the Participant’s written consent, a material change in the geographic location at which the Participant must perform services to a location which is more than 60 miles from the Participant’s principal place of business immediately preceding the Change in Control);
- (4) Without the Participant’s written consent, the Company materially reduces the Participant’s compensation and benefits, taken as a whole, as in effect immediately prior to the Change in Control;
- (5) The Company fails to obtain a satisfactory agreement from any Successor to assume and agree to perform the Company’s obligations to the Participant under this Plan, as contemplated in Section 11.03 herein; or
- (6) Without the Participant’s written consent, a material diminution in the budget over which the Participant retains authority;

Notwithstanding the foregoing, the Participant shall be considered to have a Good Reason Resignation only if the Participant provides written notice to the Company specifying in reasonable detail the events or conditions upon which the Participant is basing such Good Reason Resignation and the Participant provides such notice within 90 days after the event that gives rise to the Good Reason Resignation. Within 30 days after notice has been received, the Company shall have the opportunity, but shall have no obligation, to cure such events or conditions that give rise to the Good Reason Resignation. If the Company does not cure such events or conditions within the 30-day period, the Participant may terminate employment with the Company based on Good Reason Resignation within 30 days after the expiration of the cure period.

Section 2.19 “Involuntary Termination” shall mean the date that a Participant experiences a Company-initiated Separation from Service for any reason other than Cause, Permanent Disability or death, as provided under and subject to the conditions of Article III.

Section 2.20 “Key Employee” shall mean an Employee who, at any time during the 12-month period ending on the identification date, is a “specified employee” under Code Section 409A, as determined by the Committee or its delegate. The determination of Key Employees, including the number and identity of persons considered specific employees and the identification date, shall be made by the Committee or its delegate in accordance with the provisions of Code Section 409A and the regulations promulgated thereunder.

Section 2.21 “Notice Pay” shall mean the amounts that a Participant is eligible to receive pursuant to Article IV of the Plan.

Section 2.22 “Officer” shall mean any individual who is an officer of Tyco Electronics Ltd. or an Employer, and who is considered an officer for purposes of Rule 16a-1(f) as promulgated under the Exchange Act immediately before the Change in Control.

Section 2.23 “Participant” shall mean any Eligible Employee who meets the requirements of Article III and thereby becomes eligible for Severance Benefits under the Plan.

Section 2.24 “Permanent Disability” shall mean that an Employee has a permanent and total incapacity from engaging in any employment for the Employer for physical or mental reasons. A “Permanent Disability” shall be deemed to exist if the Employee meets the requirements for disability benefits under the Employer’s long-term disability plan or under the requirements for disability benefits under the Social Security law (or similar law outside the United States, if the Employee is employed in that jurisdiction) then in effect, or if the Employee is designated with an inactive employment status at the end of a disability or medical leave.

Section 2.25 “Plan” means the Tyco Electronics Change in Control Severance Plan for Certain U.S. Officers and Executives as set forth herein, and as the same may from time to time be amended.

Section 2.26 “Plan Administrator” shall mean, for the period prior to a Potential Change in Control, the individual(s) appointed by the Committee to administer the terms of the Plan as set forth herein and if no individual is appointed by the Committee to serve as the Plan Administrator for the Plan, the Plan Administrator shall be the Senior Vice President — Human

Resources for Tyco Electronics (or the equivalent). In the event of the occurrence of a Potential Change in Control, the Senior Vice-President, Human Resources for Tyco Electronics (or the equivalent) shall appoint a person or entity independent of the Company and any person operating under the Company's control or on its behalf to serve as Plan Administrator (and such person or entity shall be the Plan Administrator for all purposes after such appointment), and such appointment shall take effect and become irrevocable as of the date of said appointment (provided that such appointment shall be revocable if a Change in Control does not occur and the Potential Change in Control expires in accordance with Section 2.26(y)). For periods prior to a Potential Change in Control, the Plan Administrator may delegate all or any portion of its authority under the Plan to any other person(s).

Section 2.27 "Postponement Period" shall mean, for a Key Employee, the period of six months after the Key Employee's Separation from Service Date (or such other period as may be required by Code Section 409A) during which deferred compensation may not be paid to the Key Employee under Code Section 409A.

Section 2.28 "Potential Change in Control" shall mean the occurrence and continuation of any of the following: (a) any "person" (as defined in Section 13(d) and 14(d) of the Exchange Act), excluding for this purpose, (i) Tyco Electronics Ltd. or any Subsidiary company (wherever incorporated) of Tyco Electronics Ltd. as defined by Section 86 of the Companies Act 1981 of Bermuda, as amended or (ii) any employee benefit plan of Tyco Electronics Ltd. or any such Subsidiary company (or any person or entity organized, appointed or established by Tyco Electronics Ltd. for or pursuant to the terms of any such plan that acquires beneficial ownership of voting securities of Tyco Electronics Ltd.), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly of securities of Tyco Electronics Ltd. representing more than 5 percent of the combined voting power of Tyco Electronics Ltd.'s then outstanding securities unless such Person has reported or is required to report such ownership on Schedule 13G under the Exchange Act (or any comparable or successor report) or on Schedule 13D under the Exchange Act (or any comparable or successor report), which Schedule 13D does not state any intention to or reserve the right to control or influence the management or policies of Tyco Electronics Ltd. or engage in any of the actions specified in Item 4 of such Schedule (other than the disposition of the common stock) so long as such Person neither reports nor is required to report such ownership other than as described in this paragraph; provided, however, that a Potential Change in Control will not be deemed to have occurred as a result of a change in ownership percentage resulting solely from an acquisition of securities by Tyco Electronics Ltd., (b) Tyco Electronics Ltd. enters into an agreement, the consummation of which would result in the occurrence of a Change in Control, (c) any "person" (as defined in subsection(a)) publicly announces an intention to take or to consider taking actions which, if consummated, would constitute or result in a Change in Control, (d) any person (as defined in subsection (a)) commences a solicitation (as defined in Rule 14a-1 of the Exchange Act) of proxies or consents that has the purpose of effecting or would (if successful) result in a Change in Control, (e) a tender or exchange offer for at least 30% of the outstanding voting securities of Tyco Electronics Ltd., made by a "person" (as defined in subsection (a)), is first published or sent or given (within the meaning of Rule 14d-2(a) of the Exchange Act), or (f) the Board adopts a resolution to the effect that, for purposes of the Plan, a Potential Change in Control has occurred. The Potential Change in Control shall be deemed in effect until the earlier of (x) the occurrence of a Change in Control, or (y) the adoption by the Board of a resolution stating that, for purposes of the Plan, the Potential Change in Control has expired.

Section 2.29 “Release” shall mean the Separation of Employment Agreement and General Release, as provided by the Company.

Section 2.30 “Separation from Service” shall mean a “separation from service” within the meaning of Code Section 409A(a)(2)(A)(i) and applicable regulations and rulings promulgated thereunder.

Section 2.31 “Separation from Service Date” shall mean the date on which the active employment of the Participant by the Company or a Subsidiary experiences a separation from service by reason of an Involuntary Termination or a Good Reason Resignation within the meaning of Code Section 409A and the regulations promulgated thereunder.

Section 2.32 “Severance Benefits” shall mean the salary and bonus replacement amounts and other benefits that a Participant is eligible to receive pursuant to Article IV of the Plan.

Section 2.33 “Severance Period” shall mean the period for which a Participant is entitled to receive Severance Benefits under this Plan, as follows: Chief Executive Officer — 36 months; Officers who are direct reports to the Chief Executive Officer — 24 months; and other Officer and Band 1 employees — 18 months.

Section 2.34 “Subsidiary” shall mean (i) a subsidiary company (wherever incorporated) as defined by section 86 of the Companies Act 1981 of Bermuda (as amended), (ii) any separately organized business unit, whether or not incorporated, of Tyco Electronics Ltd., (iii) any employer that is required to be aggregated with Tyco Electronics Ltd. pursuant to Code Section 414 and the regulations issued thereunder, and (iv) any service recipient or employer that is within a controlled group of corporations with Tyco Electronics Ltd. as defined in Code Sections 1563(a)(1), (2) and (3) where the phrase “at least 50%” is substituted in each place “at least 80%” appears or is with Tyco Electronics Ltd. as part of a group of trades or businesses under common control as defined in Code Section 414(c) and Treas. Reg. § 1.414(c)-2 where the phrase “at least 50%” is substituted in each place “at least 80%” appears, provided, however, that when the relevant determination is to be based upon legitimate business criteria (as described in Treas. Reg. § 1.409A-1(b)(5)(iii)(E) and § 1.409A-1(h)(3)), the phrase “at least 20%” shall be substituted in each place “at least 80%” appears as described above with respect to both a controlled group of corporations and trades or business under common control.

Section 2.35 “Successor” shall mean any other corporation or unincorporated entity or group of corporations or unincorporated entities which acquires ownership, directly or indirectly, through merger, consolidation, purchase or otherwise, of all or substantially all of the assets of the Company.

Section 2.36 “Voluntary Resignation” shall mean any Separation from Service that is not initiated by the Company or any Subsidiary other than a Good Reason Resignation.

ARTICLE III

PARTICIPATION AND ELIGIBILITY FOR BENEFITS

Section 3.01 **Participation.** Each Eligible Employee in the Plan who incurs a Change in Control Termination and who satisfies all of the conditions of Section 3.02 shall be eligible to receive the Severance Benefits described in the Plan, subject however, to the application of the non-duplication provisions of Section 4.05.

Section 3.02 **Conditions.**

(a) Eligibility for any Severance Benefits is expressly conditioned on the execution or agreement to the following within 60 days following the Participant's Separation from Service Date (i) execution by the Participant of a Release in the form provided by the Company; (ii) compliance by the Participant with all the terms and conditions of such Release; (iii) the Participant's written agreement to the confidentiality and non-disparagement provisions in Article VI during and after the Participant's employment with the Company; and (iv) to the extent permitted in Section 4.04 of the Plan, execution of a written agreement that authorizes the deduction of amounts owed to the Company prior to the payment of any Severance Benefit (or in accordance with any other schedule as is agreed between the Participant and the Company). If the Plan Administrator determines that the Participant has not fully complied with any of the terms of the Release, the Plan Administrator may withhold Severance Benefits not yet in pay status or discontinue the payment of the Participant's Severance Benefit and may require the Participant, by providing written notice of such repayment obligation to the Participant, to repay any portion of the Severance Benefit already received under the Plan. If the Plan Administrator notifies a Participant that repayment of all or any portion of the Severance Benefit received under the Plan is required, such amounts shall be repaid within thirty (30) calendar days after the date the written notice is sent, provided, however, that if the Participant files an appeal of such determination under the claims procedures described in Article X, then such repayment obligation shall be suspended pending the outcome of the appeals procedure. Any remedy under this subsection (a) shall be in addition to, and not in place of, any other remedy, including injunctive relief, that the Company may have.

(b) An Eligible Employee will not be eligible to receive Severance Benefits under any of the following circumstances:

- (i) The Eligible Employee's Voluntary Resignation;
- (ii) The Eligible Employee resigns employment (other than a Good Reason Resignation) before the job-end date mutually agreed to in writing between the Participant and the Employer, including any extension thereto as is mutually agreed to in writing between the parties;
- (iii) The Eligible Employee's employment is terminated for Cause;

(iv) The Eligible Employee's employment is terminated due to the Eligible Employee's death or Permanent Disability;

(v) The Eligible Employee does not return to work within the period prescribed by law (or if there is no such period prescribed by law, then within a reasonable period as is determined by the Plan Administrator) following an approved leave of absence, unless such period is extended by mutual written agreement of the parties;

(vi) The Eligible Employee does not satisfy the Conditions for Severance in Section 3.02; or

(vii) The Eligible Employee's employment with the Employer terminates as a result of a Change in Control and the Eligible Employee accepts employment, or has the opportunity to continue employment, with a Successor (other than under terms and conditions which would permit a Good Reason Resignation).

(c) The Plan Administrator has the discretion to make initial determinations regarding an Eligible Employee's eligibility to receive Severance Benefits hereunder.

(d) An Eligible Employee returning from approved military leave during the period beginning 60 days before a Change in Control and ending two years after a Change in Control will be eligible for Severance Benefits if: (i) he/she is eligible for reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA); (ii) his/her pre-military leave job is eliminated; and (iii) the Employer's circumstances are changed so as to make reemployment in another position impossible or unreasonable, or reemployment would create an undue hardship for the Employer. If the Eligible Employee returning from military leave qualifies for Severance Benefits, his/her severance benefits will be calculated as if he/she had remained continuously employed from the date he/she began his/her military leave. The Eligible Employee must also satisfy any other relevant conditions for payment set forth in this Section, including execution of a Release.

ARTICLE IV

DETERMINATION OF SEVERANCE BENEFITS

Section 4.01 Amount of Severance Benefits Upon Involuntary Termination and Good Reason Resignation. The Severance Benefits to be provided to an Eligible Employee who incurs a Change in Control Termination and is determined to be eligible for Severance Benefits shall be as follows:

(a) Notice Pay. Except for Officers, each Eligible Employee who meets the eligibility requirements for a Severance Benefit under Section 3.01 shall receive 30 calendar days notice as a Notice Period. In the event that the Company determines that a Participant's last day of work shall be prior to the end of his or her Notice Period, such Employee shall be entitled to pay in lieu of notice for the balance of such Notice Period. Notice Pay paid to an Eligible Employee shall be in addition to, and not offset against, the Severance Benefits the Participant may be entitled to receive under this Article IV. An Eligible Employee who does not sign, or who revokes his or her signature on, a Release shall only be eligible for Notice Pay. Unless otherwise permitted by the applicable plan documents or laws, an Eligible Employee will not be eligible to apply for short-term disability, long-term disability and/or workers' compensation anytime after the Eligible Employee's last active day at work. Notice pay shall be paid in accordance with Article V.

(b) Severance Benefits.

(i) Severance Benefits shall be provided to the Participant in an amount as set forth in Schedule A appended to the Plan.

(ii) The Participant shall also receive a cash payment equal to his or her Annual Bonus in an amount as set forth in Schedule A appended to the Plan.

(c) Bonus. The Participant shall receive a cash payment equal to his or her pro rated annual bonus (based on the number of full months completed from the beginning of the fiscal year through the Separation from Service Date) for the year in which Participant's Separation from Service Date occurs, pursuant to the terms set forth in the applicable incentive plans; provided, however, that to the extent that a bonus payment for such period is paid as a result of a Change in Control under the terms of such other incentive plan, then the amount otherwise payable under this Section 4(c) will be offset by the payment made under such other incentive plan .

(d) Medical, Dental and Health Care Reimbursement Account Benefits. The Participant shall continue to be eligible to participate in the medical, dental and Health Care Reimbursement Account coverage in effect at the date of his or her termination (or generally comparable coverage) for himself or herself and, where applicable, his or her spouse and dependents, as the

same may be changed from time to time for employees of the Company generally, as if Participant had continued in employment during the lesser of (i) the Severance Period or (ii) eighteen (18) months (the "Coverage Period"). The Participant shall be responsible for the payment of the employee portion of the medical, dental and Health Care Reimbursement

Account contributions that are required during the Coverage Period and such contributions shall be made within the time period and in the amounts that other employees are required to pay to the Company for similar coverage. The Participant's failure to pay the applicable contributions shall result in the cessation of the applicable medical and dental coverage for the Participant and his or her spouse or domestic partner and dependents. In the event that the Severance Period exceeds eighteen months, the Participant will receive a cash lump-sum payment from the Company equal to the projected value of the employer portion of the medical and dental benefits for the time period between the end of the Coverage Period and the remainder of the Severance Period. Such payment shall be made within sixty (60) days following the end of the Coverage Period. Notwithstanding any other provision of this Plan to the contrary, in the event that a Participant commences employment with another company at any time during the Severance Period, the Participant may cease receiving coverage under the Company's medical and dental plans. Within thirty (30) days of Participant's commencement of employment with another company, Participant shall provide the Company written notice of such employment and provide information to the Company regarding the medical and dental benefits provided to Participant by his or her new employer. The COBRA continuation coverage period under section 4980B of the Code shall run concurrently with the Severance Period.

(e) Stock Options. All stock options held by the Participant as of his or her Separation from Service Date that were granted prior to the Change in Control and that are not already vested and exercisable as of such date shall become vested and exercisable on the Separation from Service Date. All outstanding stock options held by Participant that were granted prior to the Change in Control and that are vested and exercisable as of the Separation from Service Date and all stock options held by the Participant that become vested and exercisable under the preceding sentence shall be exercisable for the greater of (i) the period set forth in Participant's option agreement covering such options, or (ii) twelve (12) months from the Participant's Separation from Service Date. In no event, however, shall an option be exercisable beyond its original expiration date.

(f) Restricted Stock and Restricted Stock Units. All unvested restricted stock and restricted stock units held by the Participant as of his or her Separation from Service Date that were granted prior to the Change in Control and that are subject solely to time-vesting requirements shall accelerate and become immediately vested as of the Separation from Service Date. All unvested restricted stock and restricted stock units held by the Participant as of his or her Separation from Service Date that were granted prior to the Change in Control and that are subject to performance-based vesting provisions shall accelerate and become vested if and to the extent that the plan administrator responsible for the administration of such awards determines in its sole discretion that the applicable performance vesting requirements have been or will be attained, or would have been attained during the Severance Period in the ordinary course but for the Change in Control and the Participant's Change in Control Termination.

(g) Outplacement Services. The Company will pay the cost of outplacement services for the Participant for a period of twelve (12) months from Participant's Separation from Service Date. The Company shall pay the cost of outplacement services at either (i) the outplacement agency that the Company regularly uses for such purpose, or (ii) the outplacement agency selected by the Participant, provided that the Company will be responsible to pay no more than the cost that would have been incurred had the Participant used the outplacement agency that the Company regularly uses for such purpose.

(h) Application of Other Plan Provisions. If any applicable equity compensation or incentive plan or grant instrument, without regard to (c), (e) or (f) above, provides the Participant the right to accelerated vesting or payment of cash incentive awards, stock options, restricted stock, restricted stock units or incentive awards, and/or an extension of the otherwise applicable option exercise period, in the case of termination of employment following a Change in Control, then the Participant's right to accelerated payment, vesting or extension of the option exercise period shall be determined by whichever of the plan, grant instrument or the provisions of (c), (e) or (f) above provides the most favorable vesting or exercise rights for the Participant in such event.

Section 4.02 Voluntary Resignation; Termination Due to Death or Permanent Disability. If the Eligible Employee's employment terminates on account of (i) the Eligible Employee's Voluntary Resignation, (ii) death, or (iii) Permanent Disability, then the Eligible Employee shall not be entitled to receive Severance Benefits under this Plan and shall be entitled only to those benefits (if any) as may be available under the Company's then-existing benefit plans and policies at the time of such termination.

Section 4.03 Termination for Cause. (a) If any Eligible Employee's employment terminates on account of termination by the Company for Cause, the Eligible Employee shall not be entitled to receive Severance Benefits under this Plan and shall be entitled only to those benefits that are legally required to be provided to the Eligible Employee. Notwithstanding any other provision of the Plan to the contrary, if the Committee or the Plan Administrator determines that an Eligible Employee has engaged in conduct that constitutes Cause at any time prior to the Eligible Employee's Separation from Service Date, any Severance Benefit payable to the Eligible Employee under Section 4.01 of the Plan shall immediately cease, and the Eligible Employee shall be required to return any Severance Benefits paid to the Eligible Employee prior to such determination. The Company may withhold paying Severance Benefits under the Plan pending resolution of any good faith inquiry that is likely to lead to a finding resulting in Cause and any such payment that was withheld and which is subsequently determined to be payable shall be paid to the Participant within ninety (90) days after the date of the final and binding resolution of the inquiry.

(b) Any dispute regarding a termination for Cause will be resolved by the Plan Administrator. Such determination will be based on all of the facts and circumstances presented to the Plan Administrator by the Company. If the Plan Administrator determines that the Eligible Employee's termination of employment is for Cause, then the Plan Administrator will notify the Eligible Employee in writing of such determination, describing in detail the reason for such determination, including without limitation the specific conduct that constituted the basis for the determination. The Eligible Employee shall have the right to contest the determination of the Plan Administrator in accordance with the Appeals Procedure described in Section 10.03.

Section 4.04 Reduction of Severance Benefits. With respect to amounts paid under the Plan that are not subject to Code Section 409A and the regulations promulgated thereunder, the Plan Administrator reserves the right to make deductions in accordance with applicable law for any monies owed to the Company by the Participant or the value of Company property that the Participant has retained in his/her possession. With respect to amounts paid under the Plan that are subject to Code Section 409A and the regulations promulgated thereunder, the Plan Administrator reserves the right to make deductions in accordance with applicable law for any

monies owed to the Company by the Participant or the value of the Company property that the Participant has retained in his/her possession; provided, however, that such deductions cannot exceed \$5,000 in the aggregate.

Section 4.05 **Non-Duplication of Benefits.** The Plan is intended to supersede, and not to duplicate, the provisions of the Tyco Electronics Severance Plan for U.S. Officers and Executives (“Executive Severance Plan”) in any case in which an Eligible Employee would otherwise be entitled to severance or related benefits under both this Plan and the Executive Severance Plan arising out of the Eligible Employee’s Change in Control Termination. However, the Plan is not intended to supersede any other plan, program, arrangement or agreement providing an Eligible Employee with severance or related benefits in the case of an Eligible Employee’s Change in Control Termination. In the event that an Eligible Employee becomes entitled to receive benefits under this Plan and any such benefit duplicates a benefit that would otherwise be provided under any other plan, program, arrangement or agreement as a result of the Eligible Employee’s Change in Control Termination, then the Eligible Employee shall be entitled to receive the greater of the benefit available under the Plan, on the one hand, and the benefit available under such other plan, program, arrangement or agreement, on the other.

ARTICLE V

METHOD, DURATION AND LIMITATION OF SEVERANCE BENEFIT PAYMENTS

Section 5.01 **Method of Payment.** The cash Severance Benefits to which a Participant is entitled, as determined pursuant to Section 4.01(a) and (b), shall be paid in a single lump sum payment within sixty (60) days following the Participant's Severance from Service Date, subject to the fulfillment of all conditions for payment set forth in Section 3.02 and subject to the expiration of the Release revocation period specified in the Release; provided, however, that the annual bonus payable pursuant to Section 4.01(c) shall be paid at the time set forth in the Tyco Electronics Annual Incentive Plan. All payments of Severance Benefits are subject to applicable federal, state and local taxes and withholdings. Notwithstanding the foregoing, if the Participant's Separation from Service is either (i) prior to the date of a Change in Control, or (ii) following a Change in Control that does not qualify as a "change in control" under Code Section 409A and the regulations promulgated thereunder, then any portion of the Severance Benefit payable under this Plan that equals the amount of Severance Benefit the Participant could be eligible to receive under the Executive Severance Plan (if the Participant were to satisfy the eligibility requirements in order to receive a benefit under that plan), shall be paid at the same time and in the same form as the Executive Severance Plan. In no event will interest be credited on the unpaid balance for which a Participant may become eligible. Payment shall be made by mailing to the last address provided by the Participant to the Company or such other reasonable method as determined by the Plan Administrator. All payments of Severance Benefits are subject to applicable federal, state and local taxes and withholdings. In the event of the Participant's death prior to payment being made to the Participant's estate in a single lump sum payment within sixty (60) days following the Participant's death.

Section 5.02 **Other Arrangements.** The provisions of this Plan may provide for payments to the Eligible Employee under certain compensation or bonus plans under circumstances where such plans would not otherwise provide for payment thereof. It is the specific intention of the Company that the provisions of this Plan shall supersede any provisions to the contrary in such plans, to the extent permitted by applicable law, and such plans shall be deemed to be have been amended to correspond with this Plan without further action by the Company or the Board.

Section 5.03 **Code Section 409A.**

(a) Notwithstanding any provision of the Plan to the contrary, if required by Code Section 409A and if a Participant is a Key Employee, no Benefits shall be paid to the Participant during the Postponement Period. If a Participant is a Key Employee and payment of Benefits is required to be delayed for the Postponement Period under Code Section 409A, the accumulated amounts withheld on account of Code Section 409A shall be paid in a lump sum payment within 30 days after the end of the Postponement Period. If the Participant dies during the Postponement Period prior to the payment of Benefits, the amounts withheld on account of Code Section 409A shall be paid to the Participant's estate within 60 days after the Participant's death.

(b) This Agreement is intended to meet the requirements of the “short-term deferral” exception, the “separation pay” exception and other exceptions under Code Section 409A and the regulations promulgated thereunder. Notwithstanding anything in this Plan to the contrary, if required by Code Section 409A, payments may only be made under this Plan upon an event and in a manner permitted by Code Section 409A, to the extent applicable. For purposes of Code Section 409A, the right to a series of payments under the Plan shall be treated as a right to a series of separate payments. All reimbursements and in-kind benefits provided under the Plan shall be made or provided in accordance with the requirements of section 409A of the Code. **In no event may a Participant designate the year of payment for any amounts payable under the Plan.**

Section 5.04 Termination of Eligibility for Benefits.

(a) All Eligible Employees shall cease to be eligible to participate in the Plan, and all Severance Benefit payments payable to a Participant shall cease upon the occurrence of the earlier of:

- (i) Subject to Article VIII, termination or modification of the Plan; or
- (ii) Completion of payment to the Participant of the Severance Benefit for which the Participant is eligible under Article IV.

(b) Notwithstanding anything herein to the contrary, the Company shall have the right to cease all Severance Benefit (except as otherwise required by law) and to recover any payments previously made to the Participant should the Participant at any time breach the Participant’s undertakings under the terms of the Plan, the Release the Participant executed to obtain the Severance Benefits under the Plan or the confidentiality and non-disparagement provisions of Article VI.

Section 5.05 Limitation on Benefits

(a) Notwithstanding anything in the Plan to the contrary, in the event it shall be determined that any payment or distribution by the Company or its Subsidiaries to or for the benefit of a Participant (whether paid or provided pursuant to the terms of this Plan or otherwise) (a “Payment”) would be nondeductible by the Company for Federal income tax purposes because of Section 280G of the Code, then the aggregate present value of the benefits provided to the Participant pursuant to the rights granted under this Plan (such benefits are hereinafter referred to as “Plan Payments”) shall be reduced to the Reduced Amount. The “Reduced Amount” shall be an amount expressed in present value which maximizes the aggregate present value of Plan Payments without causing any Payment to be nondeductible by the Company because of Section 280G of the Code. For purposes of this Section 5.04, present value shall be determined in accordance with Section 280G(d)(4) of the Code. To the extent necessary to eliminate an excess parachute amount that would not be deductible by the Company for Federal income tax purposes because of Section 280G of the Code, the amounts payable or benefits to be provided to the Participant shall be reduced such that the economic loss to the executive as a result of the excess parachute amount elimination is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of section 409A and where

two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

(b) If the Firm (as defined in Section 5.04(c)) determines that the payments to the Participant (before any reductions as described in Section 5.04(a)) on an after-tax basis (i.e., after federal, state and local income and excise taxes and federal employment taxes) would exceed the Reduced Amount on an after-tax basis (i.e., after federal, state and local income and federal employment taxes) then such payments will not be reduced as is described in Section 5.04(a).

(c) All determinations required to be made under this Section 5.04 shall be made by a nationally recognized accounting or consulting firm selected by the Senior Vice-President, Human Resources of Tyco Electronics (or the equivalent) upon the occurrence of a Potential Change in Control (the "Firm"), which shall provide detailed supporting calculations both to the Company and the Participant within fifteen (15) business days of the Separation from Service Date or such earlier time as is requested by the Company. Any such determination by the Firm shall be binding upon the Company, its successors and the Participant (subject to (e) below). Within five (5) business days of the determination by the Firm as to the Reduced Amount, the Company shall provide to the Participant such Payments as are then due to the Participant in accordance with the rights afforded under this Plan or any other applicable plan. If Plan Payments are to be reduced, the Participant shall determine which Plan Payments shall be reduced to comply with this Section 5.04.

(d) The Company shall reimburse the Participant for any costs or expenses of tax counsel incurred by the Participant in connection with any audit or investigation by the Internal Revenue Service, or any state or local tax authorities, concerning the application of Code Section 280G to any Payments (provided, that the Participant retains tax counsel acceptable to the Company). In the event that as a result of any such audit or investigation, the reduction in Plan Payments under (a) above is finally determined not to be sufficient in amount to permit the deduction by the Company of all Payments under Code Section 280G, then the Company shall pay the Participant an additional amount which shall be sufficient to put the Participant, after payment of any additional income, employment and excise taxes, interest and penalties, in substantially the same economic position as if the reduction had been sufficient.

(e) In the event that the Firm determines that a reduction effected pursuant to (a) above was excessive in amount due to changes in relevant data or information following its original determination under (c) above (including, without limitation, any recalculation regarding the value of stock options as contemplated under Rev. Proc. 2003-68, Section 3.04), and that additional Plan Payments could have been made thereunder, the Company shall promptly make such additional payments to the Participant.

ARTICLE VI

CONFIDENTIALITY AND NON-DISPARAGEMENT

Section 6.01 **Confidential Information.** The Participant agrees that he or she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Company, either during the period of the Participant's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to the Company, Tyco Electronics Ltd., any of its Subsidiaries, affiliated companies or businesses, which shall have been obtained by the Participant during the Participant's employment by the Company or a Subsidiary. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Participant; (ii) becomes known to the public subsequent to disclosure to the Participant through no wrongful act of the Participant or any representative of the Participant; or (iii) the Participant is required to disclose by applicable law, regulation or legal process (provided that the Participant provides the Company with prior notice of the contemplated disclosure and reasonably cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Participant's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

Section 6.02 **Non-Disparagement.** Each of the Participant and the Company (for purposes hereof, the Company shall mean only the executive officers and directors thereof and not any other employees) agrees not to make any statements that disparage the other party, or in the case of the Company, Tyco Electronics Ltd. or its Subsidiaries, their respective affiliates, employees, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section 6.02.

Section 6.03 **Reasonableness.** In the event the provisions of this Article VI shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws.

Section 6.04 **Equitable Relief.**

(a) By participating in the Plan, the Participant acknowledges that the restrictions contained in this Article VI are reasonable and necessary to protect the legitimate interests of the Company, its Subsidiaries and its affiliates, that the Company would not have established this Plan in the absence of such restrictions, and that any violation of any provision of this Article will result in irreparable injury to the Company. By agreeing to participate in the Plan, the Participant represents that his or her experience and capabilities are such that the restrictions contained in this Article VI will not prevent the Participant from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. The Participant further represents and acknowledges that (i) he or she has been advised by the Company to consult his or her own legal counsel in respect of this Plan, and

(ii) that he or she has had full opportunity, prior to agreeing to participate in this Plan, to review thoroughly this Plan with his or her counsel. The Company likewise acknowledges that the restrictions contained in Section 6.02 are necessary to protect the legitimate interests of the Participant, and that any violation of Section 6.02 by the Company will result in irreparable injury to the Participant.

(b) Each party agrees that the other party shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Article VI, which rights shall be cumulative and in addition to any other rights or remedies to which such aggrieved party may be entitled. In the event that any of the provisions of this Article VI should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) The Participant irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Article VI, including without limitation, any action commenced by the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the District of New York, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in New York, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Participant may have to the laying of venue of any such suit, action or proceeding in any such court. Participant also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 11.02.

Section 6.05 **Survival of Provisions.** The obligations contained in this Article VI shall survive the termination of Participant's employment with the Company or a Subsidiary and shall be fully enforceable thereafter.

ARTICLE VII

THE PLAN ADMINISTRATOR

Section 7.01 Authority and Duties. It shall be the duty of the Plan Administrator, on the basis of information supplied to it by the Company and the Committee, to properly administer the Plan. The Plan Administrator shall have the full power, authority and discretion to construe, interpret and administer the Plan, to make factual determinations, to correct deficiencies therein, and to supply omissions. All decisions, actions and interpretations of the Plan Administrator shall be final, binding and conclusive upon the parties with respect to denied claims for Severance Benefits, except in those cases where such determination is subject to review by the Named Appeals Fiduciary (as defined in Section 10.04). The Plan Administrator may adopt such rules and regulations and may make such decisions as it deems necessary or desirable for the proper administration of the Plan.

Section 7.02 Compensation of the Plan Administrator. The Plan Administrator appointed for periods prior to a Potential Change in Control shall receive no compensation for services as such. The Plan Administrator appointed for periods on and after a Potential Change in Control will be entitled to receive reasonable compensation as is mutually agreed upon between the parties. All reasonable expenses of the Plan Administrator shall be paid or reimbursed by the Company upon proper documentation. The Plan Administrator shall be indemnified by the Company against personal liability for actions taken in good faith in the discharge of the Plan Administrator's duties.

Section 7.03 Records, Reporting and Disclosure. The Plan Administrator shall keep a copy of all records relating to the payment of Severance Benefits to Participants and former Participants and all other records necessary for the proper operation of the Plan. All Plan records shall be made available to the Committee, the Company and to each Participant for examination during business hours except that a Participant shall examine only such records as pertain exclusively to the examining Participant and to the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by ERISA, the Code, and every other relevant statute, each as amended, and all regulations thereunder (except that the Company, as payor of the Severance Benefits, shall prepare and distribute to the proper recipients all forms relating to withholding of income or wage taxes, Social Security taxes, and other amounts that may be similarly reportable).

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ARTICLE VIII

AMENDMENT, TERMINATION AND DURATION

Section 8.01 Amendment, Suspension and Termination. Except as otherwise provided in this Section 8.01, the Board or its delegate shall have the right, at any time and from time to time prior to the occurrence of a Potential Change in Control (and after the Potential Change in Control has expired in accordance with Section 2.26(y)), to amend, suspend or terminate the Plan in whole or in part, for any reason or without reason, and without either the consent of or the prior notification to any Participant, by a formal written action. After the occurrence of a Potential Change in Control, the Board or its delegate shall have the right to amend the Plan, provided however, that (a) in no event shall any amendment give the Company the right to recover any amount paid to a Participant prior to the date of such amendment or to cause the cessation of Severance Benefits already approved for a Participant who has executed a Release as required under Section 3.02 and (b) the Plan may not be amended in any manner that adversely affects any right of a Participant or Eligible Employee without the written consent of such Participant or Eligible Employee. Any amendment or termination of the Plan must comply with all applicable legal requirements including, without limitation, compliance with Code Section 409A and the regulations and ruling promulgated thereunder, securities, tax, or other laws, rules, regulations or regulatory interpretations thereof, applicable to the Plan.

Section 8.02 Duration. The Plan shall continue in full force and effect until termination of the Plan pursuant to Section 8.01; provided, however, that after the termination of the Plan, if any Participants terminated employment on account of an Involuntary Termination prior to the termination of the Plan and are still receiving Severance Benefits under the Plan, the Plan shall remain in effect until all of the obligations of the Company are satisfied with respect to such Participants.

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ARTICLE IX

DUTIES OF THE COMPANY AND THE COMMITTEE

Section 9.01 **Records.** The Company or a Subsidiary thereof shall supply to the Committee all records and information necessary to the performance of the Committee's duties.

Section 9.02 **Payment.** Payments of Severance Benefits to Participants shall be made in such amount as determined by the Committee under Article IV, from the Company's general assets.

Section 9.03 **Discretion.** Any decisions, actions or interpretations to be made under the Plan by the Board, the Committee and the Plan Administrator, acting on behalf of either, shall be made in each of their respective sole discretion, not in any fiduciary capacity and need not be uniformly applied to similarly situated individuals and such decisions, actions or interpretations shall be final, binding and conclusive upon all parties. As a condition of participating in the Plan, the Eligible Employee acknowledges that all decisions and determinations of the Board, the Committee and the Plan Administrator taken in good faith shall be final and binding on the Eligible Employee, his or her beneficiaries and any other person having or claiming an interest under the Plan on his or her behalf.

ARTICLE X

CLAIMS PROCEDURES

Section 10.01 **Claim.** Each Participant under this Plan may contest any action taken or determination made by the Company, the Board, the Committee or the Plan Administrator that affects the rights of such Participant hereunder by completing and filing with the Plan Administrator a written request for review in the manner specified by the Plan Administrator. No person may bring an action for any alleged wrongful denial of Plan benefits in a court of law unless the claims procedures described in this Article X are exhausted and a final determination is made by the Plan Administrator and/or the Named Appeals Fiduciary, except in circumstances where the Participant has a reasonable basis to conclude that the pursuit of his/her claim through the claims procedure would be futile. If an Eligible Employee or Participant or other interested party challenges a decision by the Plan Administrator and/or Named Appeals Fiduciary, a review by the court of law will be limited to the facts, evidence and issues presented to the Plan Administrator during the claims procedure set forth in this Article X. Facts and evidence that become known to the terminated Eligible Employee or Participant or other interested person after having exhausted the claims procedure must be brought to the attention of the Plan Administrator for reconsideration of the claims administrator. Issues not raised with the Plan Administrator and/or Named Appeals Fiduciary will be deemed waived.

Section 10.02 **Initial Claim.** Before the date on which payment of a Severance Benefit commences, each application for benefits must be supported by such information as the Plan Administrator deems relevant and appropriate. In the event that any claim relating to the administration of Severance Benefits is denied in whole or in part, the terminated Participant or his or her beneficiary ("claimant") whose claim has been so denied shall be notified of such denial in writing by the Plan Administrator within thirty (30) days after the receipt of the claim for benefits. This period may be extended an additional thirty (30) days if the Plan Administrator determines such extension is necessary and the Plan Administrator provides notice of extension to the claimant prior to the end of the initial thirty (30) day period. The notice advising of the denial shall specify the following: (i) the reason or reasons for denial, (ii) make specific reference to the Plan provisions on which the determination was based, (iii) describe any additional material or information necessary for the claimant to perfect the claim (explaining why such material or information is needed), and (iv) describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review. If it is determined that payment is to be made, any such payment shall be made within ninety (90) days after the date by which notification is received.

Section 10.03 **Appeals of Denied Administrative Claims.** All appeals shall be made by the following procedure:

(a) A claimant whose claim has been denied shall file with the Plan Administrator a notice of appeal of the denial. Such notice shall be filed within sixty (60) calendar days of notification by the Plan Administrator of the denial of a claim, shall be made in writing, and shall set forth all of the facts upon which the appeal is based.

(b) The Named Appeals Fiduciary shall consider the merits of the claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Named Appeals Fiduciary shall deem relevant.

(c) The Named Appeals Fiduciary shall render a determination upon the appealed claim which determination shall be accompanied by a written statement as to the reasons therefor. The determination shall be made to the claimant within thirty (30) days of the claimant's request for review, unless the Names Appeals Fiduciary determines that special circumstances requires an extension of time for processing the claim. In such case, the Named Appeals Fiduciary shall notify the claimant of the need for an extension of time to render its decision prior to the end of the initial thirty (30) day period, and the Named Appeals Fiduciary shall have an additional thirty (30) day period to make its determination. The determination so rendered shall be binding upon all parties as long as it is made in good faith. If the determination is adverse to the claimant, the notice shall provide (i) the reason or reasons for denial, (ii) make specific reference to the Plan provisions on which the determination was based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to a the claimant's claim for benefits, and (iv) state that the claimant has the right to bring an action under section 502(a) of ERISA. If the final determination is that payments shall be made, then any such payment shall be made within ninety (90) days after the date by which notification of the final determination is made.

Section 10.04 Appointment of the Named Appeals Fiduciary. The Named Appeals Fiduciary shall be the person or persons named as such by the Board or Committee, or, if no such person or persons be named, then the person or persons named by the Plan Administrator as the Named Appeals Fiduciary, provided however, that effective on the date of a Change in Control, the Plan Administrator shall also serve as the Named Appeals Fiduciary. For periods before the date of a Change in Control, Named Appeals Fiduciaries may at any time be removed by the Board or Committee, and any Named Appeals Fiduciary named by the Plan Administrator may be removed by the Plan Administrator. All such removals may be with or without cause and shall be effective on the date stated in the notice of removal. The Named Appeals Fiduciary shall be a "Named Fiduciary" within the meaning of ERISA, and unless appointed to other fiduciary responsibilities, shall have no authority, responsibility, or liability with respect to any matter other than the proper discharge of the functions of the Named Appeals Fiduciary as set forth herein.

Section 10.05 Arbitration; Expenses. In the event of any dispute under the provisions of this Plan, other than a dispute in which the primary relief sought is an equitable remedy such as an injunction, the parties shall have the dispute, controversy or claim settled by arbitration in Philadelphia, Pennsylvania (or such other location as may be mutually agreed upon by the Employer and the Participant) in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association, before a panel of three arbitrators, two of whom shall be selected by the Company and the Participant, respectively, and the third of whom shall be selected by the other two arbitrators. Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrators shall have no authority to modify any provision of this Plan or to award a remedy for a dispute involving this

Plan other than a benefit specifically provided under or by virtue of the Plan. If the Participant substantially prevails on any material issue, which is the subject of such arbitration or lawsuit, the Company shall be responsible for all of the fees of the American Arbitration Association and the arbitrators and any expenses relating to the conduct of the arbitration (including the Company's and Participant's reasonable attorneys' fees and expenses). Otherwise, each party shall be responsible for its own expenses relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) and shall share the fees of the American Arbitration Association.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Nonalienation of Benefits. None of the payments, benefits or rights of any Participant shall be subject to any claim of any creditor of any Participant, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment (if permitted under applicable law), trustee's process, or any other legal or equitable process available to any creditor of such Participant. No Participant shall have the right to alienate, anticipate, commute, plead, encumber or assign any of the benefits or payments that he may expect to receive, contingently or otherwise, under this Plan, except for the designation of a beneficiary as set forth in Section 5.01.

Section 11.02 Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service. In the case of the Participant, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to the Plan Administrator.

Section 11.03 Successors. Any Successor shall assume the obligations under this Plan and expressly agree to perform the obligations under this Plan.

Section 11.04 Other Payments. Except as otherwise provided in this Plan, no Participant shall be entitled to any cash payments or other severance benefits under any of the Company's then current severance pay policies for a termination that is covered by this Plan for the Participant, including, without limitation, the Executive Severance Plan.

Section 11.05 No Mitigation. Except as otherwise provided in Section 4.01(d) and Section 4.04, Participants shall not be required to mitigate the amount of any Severance Benefit provided for in this Plan by seeking other employment or otherwise, nor shall the amount of any Severance Benefit provided for herein be reduced by any compensation earned by other employment or otherwise, except if the Participant is reemployed by the Company as an Employee, in which case Severance Benefits shall cease on the date of the Participant's reemployment.

Section 11.06 No Contract of Employment. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Eligible Employee or any person whatsoever, the right to be retained in the service of the Company, and all Eligible Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

Section 11.07 Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

Section 11.08 Heirs, Assigns, and Personal Representatives. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each Participant, present and future.

Section 11.09 Headings and Captions. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 11.10 Gender and Number. Where the context admits: words in any gender shall include any other gender, and, except where otherwise clearly indicated by context, the singular shall include the plural, and vice-versa.

Section 11.11 Unfunded Plan. The Plan shall not be funded. No Participant shall have any right to, or interest in, any assets of the Company that may be applied by the Company to the payment of Severance Benefits.

Section 11.12 Compliance with Code Section 409A. The terms of this Plan are intended to, and shall be interpreted and applied so as to, comply in all respects with the provisions of Code Section 409A and regulations and rulings thereunder. Any provision of this Plan governing the timing or form of payment of benefits hereunder may be modified by the Plan Administrator if and to the extent required in order to ensure such compliance (by way of example and not limitation, to delay commencement of any benefits payable hereunder that are subject to Code Section 409A until at least six months following a Participant's termination of employment). Nothing in this provision shall be construed as an admission that any of the benefits payable hereunder constitute "deferred compensation" subject to the provisions of Code Section 409A.

Section 11.13 Payments to Incompetent Persons. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receipting therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company, the Committee and all other parties with respect thereto.

Section 11.14 Lost Payees. A benefit shall be deemed forfeited if the Committee is unable to locate a Participant to whom a Severance Benefit is due. Such Severance Benefit shall be reinstated if application is made by the Participant for the forfeited Severance Benefit while this Plan is in operation.

Section 11.15 Controlling Law. This Plan shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania to the extent not superseded by Federal law.

SCHEDULE A

**SEVERANCE BENEFITS
SALARY REPLACEMENT AND ANNUAL BONUS**

Chief Executive Officer	3 times annual Base Salary and Annual Bonus
Officers who are direct reports to the CEO	2 times annual Base Salary and Annual Bonus
Other Officers and Band 1 employees	1.5 times annual Base Salary and Annual Bonus

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TYCO ELECTRONICS LTD.

**SEVERANCE PLAN FOR
U.S. OFFICERS AND EXECUTIVES**

Effective January 1, 2009

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ARTICLE I

BACKGROUND, PURPOSE AND TERM OF PLAN

Section 1.01 **Purpose of the Plan.** The purpose of the Plan is to provide Eligible Employees with certain compensation and benefits as set forth in the Plan in the event the Eligible Employee's employment with the Company or a Subsidiary is terminated due to an Involuntary Termination. The Plan is not intended to be an "employee pension benefit plan" or "pension plan" within the meaning of Section 3(2) of ERISA. Rather, this Plan is intended to be a "welfare benefit plan" within the meaning of Section 3(1) of ERISA and to meet the descriptive requirements of a plan constituting a "severance pay plan" within the meaning of regulations published by the Secretary of Labor at Title 29, Code of Federal Regulations, section 2510.3-2(b). Accordingly, the benefits paid by the Plan are not deferred compensation and no employee shall have a vested right to such benefits.

Section 1.02 **Term of the Plan.** The Plan shall generally be effective as of the Effective Date and shall supersede any prior plan, program or policy under which the Company or any Subsidiary provided severance benefits prior to the Effective Date of the Plan. The Plan shall continue until terminated pursuant to Article VIII of the Plan.

Section 1.03 **Compliance with Code Section 409A.** The terms of this Plan are intended to, and shall be interpreted so as to, comply in all respects with the provisions of Code Section 409A and the regulations and rulings promulgated thereunder.

ARTICLE II

DEFINITIONS

Section 2.01 “Alternative Position” shall mean a position with the Company that:

(a) is not more than 75 miles each way from the location of the Employee’s current position (for positions that are essentially mobile, the mileage does not apply); and

(b) provides the Employee with pay and benefits (not including perquisites or long term incentive compensation) that are comparable in the aggregate to the Employee’s current position.

The Plan Administrator has the exclusive discretionary authority to determine whether a position is an Alternative Position.

Section 2.02 “Annual Bonus” shall mean 100% of the Participant’s target annual bonus.

Section 2.03 “Base Salary” shall mean the annual base salary in effect as of the Participant’s Separation from Service Date.

Section 2.04 “Board” shall mean the Board of Directors of the Company or any successor thereto, or a committee thereof specifically designated for purposes of making determinations hereunder.

Section 2.05 “Cause” shall mean an Employee’s (i) substantial failure or refusal to perform duties and responsibilities of his or her job as required by the Company, (ii) violation of any fiduciary duty owed to the Company, (iii) conviction of a felony or misdemeanor, (iv) dishonesty, (v) theft, (vi) violation of Company rules or policy, or (vii) other egregious conduct, that has or could have a serious and detrimental impact on the Company and its employees. The Plan Administrator, in its sole and absolute discretion, shall determine Cause. Examples of “Cause” may include, but are not limited to, excessive absenteeism, misconduct, insubordination, violation of Company policy, dishonesty, and deliberate unsatisfactory performance (e.g., Employee refuses to improve deficient performance).

Section 2.06 “COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and the regulations promulgated thereunder.

Section 2.07 “Code” shall mean the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder.

Section 2.08 “Committee” shall mean the Management Development and Compensation Committee of the Board or such other committee appointed by the Board to assist the Company in making determinations required under the Plan in accordance with its terms. The “Committee” may delegate its authority under the Plan to an individual or another committee.

Section 2.09 “Company” shall mean Tyco Electronics Ltd. Unless it is otherwise clear from the context, Company shall generally include participating Subsidiaries.

Section 2.10 “Effective Date” shall mean January 1, 2009.

Section 2.11 “Eligible Employee” shall mean an Employee employed in the United States who is an Officer, or in career bands 1 and 2, who is not covered under any other severance plan or program sponsored by the Company or a Subsidiary. If there is any question as to whether an Employee is deemed an Eligible Employee for purposes of the Plan, the Senior Vice President — Human Resources, Tyco Electronics shall make the determination.

Section 2.12 “Employee” shall mean an individual employed by Tyco Electronics Ltd. or a Subsidiary as a common law employee on the United States payroll of Tyco Electronics Ltd. or a Subsidiary, and shall not include any person working for the Company through a temporary service or on a leased basis or who is hired by the Company as an independent contractor, consultant, or otherwise as a person who is not an employee for purposes of withholding federal employment taxes, as evidenced by payroll records or a written agreement with the individual, regardless of any contrary governmental or judicial determination or holding relating to such status or tax withholding.

Section 2.13 “Employer” shall mean the Company or any Subsidiary with respect to which this Plan has been adopted.

Section 2.14 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

Section 2.15 “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended and the regulations promulgated thereunder.

Section 2.16 “Involuntary Termination” shall mean the date that a Participant experiences a Company-initiated Separation from Service within the meaning of Code Section 409A and shall not include a separation for any reason other than Cause, Permanent Disability or death, as provided under and subject to the conditions of Article III.

Section 2.17 “Key Employee” shall mean an Employee who, at any time during the 12-month period ending on the identification date, is a “specified employee” under Code Section 409A, as determined by the Committee or its delegate. The determination of Key Employees, including the number and identity of persons considered specific employees and the identification date, shall be made by the Committee or its delegate in accordance with the provisions of Code Section 409A and the regulations promulgated thereunder.

Section 2.18 “Notice Pay” shall mean the amounts that a Participant is eligible to receive pursuant to Article IV of the Plan.

Section 2.19 “Officer” shall mean any individual who is an officer, as such term is defined pursuant to Rule 16a-1(f) as promulgated under the Exchange Act, of the Company. For purposes of this definition, Officer shall also mean any officer of any of the Company’s Subsidiaries who perform policy making functions, within the context of Rule 16a-1(f).

Section 2.20 “Participant” shall mean any Eligible Employee who meets the requirements of Article III and thereby becomes eligible for Severance Benefits under the Plan.

Section 2.21 “Permanent Disability” shall mean that an Employee has a permanent and total incapacity from engaging in any employment for the Employer for physical or mental reasons. A “Permanent Disability” shall be deemed to exist if the Employee meets the requirements for disability benefits under the Employer’s long-term disability plan or under the requirements for disability benefits under the Social Security law (or similar law outside the United States, if the Employee is employed in that jurisdiction) then in effect, or if the Employee is designated with an inactive employment status at the end of a disability or medical leave.

Section 2.22 “Plan” means the Tyco Electronics Severance Plan for U.S. Officers and Executives as set forth herein, and as the same may from time to time be amended.

Section 2.23 “Plan Administrator” shall mean the individual(s) appointed by the Committee to administer the terms of the Plan as set forth herein and if no individual is appointed by the Committee to serve as the Plan Administrator for the Plan, the Plan Administrator shall be the Senior Vice President — Human Resources, Tyco Electronics Ltd. (or the equivalent). Notwithstanding the preceding sentence, in the event the Plan Administrator is entitled to Severance Benefits under the Plan, the Committee or its delegate shall act as the Plan Administrator for purposes of administering the terms of the Plan with respect to the Plan Administrator. The Plan Administrator may delegate all or any portion of its authority under the Plan to any other person(s).

Section 2.24 “Postponement Period” shall mean, for a Key Employee, the period of six months after the Key Employee’s Separation from Service Date (or such other period as may be required by Code Section 409A) during which deferred compensation may not be paid to the Key Employee under Code Section 409A.

Section 2.25 “Release” shall mean the Separation of Employment Agreement and General Release, as provided by the Company.

Section 2.26 “Salary Continuation Benefits” shall mean the salary continuation payments described in Section 4.01(b).

Section 2.27 “Separation from Service” shall mean a “separation from service” within the meaning of Code Section 409A(a)(2)(A)(i) and applicable regulations and rulings promulgated thereunder.

Section 2.28 “Separation from Service Date” shall mean the date on which the active employment of the Participant by the Company or a Subsidiary is severed by reason of an Involuntary Termination within the meaning of Code Section 409A and the regulations and rulings promulgated thereunder.

Section 2.29 “Severance Benefits” shall mean the Salary Continuation Benefits and other benefits that a Participant is eligible to receive pursuant to Article IV of the Plan.

Section 2.30 “Severance Period” shall mean the period during which a Participant is receiving Severance Benefits under this Plan, as set forth in the Appendix.

Section 2.31 “Subsidiary” shall mean (i) a subsidiary company (wherever incorporated) as defined by section 86 of the Companies Act 1981 of Bermuda (as amended), (ii) any separately organized business unit, whether or not incorporated, of the Company, (iii) any employer that is required to be aggregated with the Company pursuant to Code Section 414 and the regulations issued thereunder, and (iv) any service recipient or employer that is within a controlled group of corporations with the Company as defined in Code Sections 1563(a)(1), (2) and (3) where the phrase “at least 50%” is substituted in each place “at least 80%” appears or is with the Company as part of a group of trades or businesses under common control as defined in Code Section 414(c) and Treas. Reg. § 1.414(c)-2 where the phrase “at least 50%” is substituted in each place “at least 80%” appears, provided, however, that when the relevant determination is to be based upon legitimate business criteria (as described in Treas. Reg. § 1.409A-1(b)(5)(iii)(E) and § 1.409A-1(h)(3)), the phrase “at least 20%” shall be substituted in each place “at least 80%” appears as described above with respect to both a controlled group of corporations and trades or business under common control.

Section 2.32 “Voluntary Termination” shall mean any Separation from Service that is not initiated by the Company or any Subsidiary.

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ARTICLE III

PARTICIPATION AND ELIGIBILITY FOR BENEFITS

Section 3.01 **Participation**. Each Eligible Employee in the Plan who incurs an Involuntary Termination and who satisfies all of the conditions of Section 3.02 shall be eligible to receive the Severance Benefits described in the Plan. An Eligible Employee shall not be eligible to receive any other severance benefits from the Company or Subsidiary on account of an Involuntary Termination, unless otherwise provided in the Plan. In addition, any Eligible Employee who is a party to an employment agreement with the Company pursuant to which such Eligible Employee is entitled to severance benefits shall be ineligible to participate in the Plan.

Section 3.02 **Conditions**.

(a) Eligibility for any Severance Benefits is expressly conditioned on the execution or agreement to the following within 60 days following the Participant’s Separation from Service Date (i) execution by the Participant of a Release in the form provided by the Company; (ii) compliance by the Participant with all the terms and conditions of such Release; (iii) the Participant’s written agreement to the confidentiality, non-solicitation, and non-disparagement provisions in Article VI during and after the Participant’s employment with the Company; and (iv) to the extent permitted in Section 4.04 of the Plan, execution of a written agreement that authorizes the deduction of amounts owed to the Company prior to the payment of any Severance Benefit (or in accordance with any other schedule as the Committee may, in its sole discretion, determine to be appropriate). If the Committee determines, in its sole discretion, that the Participant has not fully complied with any of the terms of the agreement and/or Release, the Company may deny Severance Benefits not yet in pay status or discontinue the payment of the Participant’s Severance Benefit and may require the Participant, by providing written notice of such repayment obligation to the Participant, to repay any portion of the Severance Benefit already received under the Plan. If the Company notifies a Participant that repayment of all or any portion of the Severance Benefit received under the Plan is required, such amounts shall be repaid within thirty (30) calendar days after the date the written notice is sent. Any remedy under this subsection 3.02(a) shall be in addition to, and not in place of, any other remedy, including injunctive relief, that the Company may have.

(b) An Eligible Employee will not be eligible to receive Severance Benefits under any of the following circumstances:

- (i) The Eligible Employee voluntarily terminates employment;
- (ii) The Eligible Employee resigns employment before the job-end date specified by the Employer or while the Employer still desires the Eligible Employee’s services;
- (iii) The Eligible Employee’s employment is terminated for Cause;
- (iv) The Eligible Employee voluntarily retires;

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(v) The Eligible Employee's employment is terminated due to the Eligible Employee's death or Permanent Disability;

(vi) The Eligible Employee does not return to work within six (6) months of the onset of an approved leave of absence, other than a personal, educational or military leave and/or as otherwise required by applicable statute;

(vii) The Eligible Employee does not return to work within three (3) months of the onset of a personal or educational leave of absence;

(viii) The Eligible Employee does not satisfy the conditions for Severance set forth in Section 3.02.

(ix) The Eligible Employee continues in employment with the Company or a Subsidiary or has the opportunity to continue in employment in the same or in an Alternative Position with the Company or a Subsidiary; or

(x) The Eligible Employee's employment with the Employer terminates as a result of a sale of stock or assets of the Employer, merger, consolidation, joint venture or a sale or outsourcing of a business unit or function, or other transaction, and the Eligible Employee accepts employment, or has the opportunity to continue employment in an Alternative Position, with the purchaser, joint venture, or other acquiring or outsourcing entity, or a related entity of either the Company or the acquiring entity. The payment of Severance Benefits in the circumstances described in this subsection (ix) would result in a windfall to the Eligible Employee, which is not the intention of the Plan.

(c) The Plan Administrator has the sole discretion to determine an Eligible Employee's eligibility to receive Severance Benefits.

(d) An Eligible Employee returning from approved military leave will be eligible for Severance Benefits if: (i) he/she is eligible for reemployment under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA); (ii) his/her pre-military leave job is eliminated; and (iii) the Employer's circumstances are changed so as to make reemployment in another position impossible or unreasonable, or re-employment would create an undue hardship for the Employer. If the Eligible Employee returning from military leave qualifies for Severance Benefits, his/her severance benefits will be calculated as if he/she had remained continuously employed from the date he/she began his/her military leave. The Eligible Employee must also satisfy any other relevant conditions for payment set forth in this Section, including execution of a Release.

ARTICLE IV

DETERMINATION OF SEVERANCE BENEFITS

Section 4.01 Amount of Severance Benefits Upon Involuntary Termination. Except as otherwise provided in Section 4.05, the Severance Benefits to be provided to an Eligible Employee who incurs an Involuntary Termination and is determined to be eligible for Severance Benefits shall be as follows:

(a) Notice Pay. Except for Officers, each Eligible Employee who meets the eligibility requirements for a Severance Benefit under Section 3.01 shall receive 30 calendar days notice as a Notice Period. In the event that the Company determines that a Participant's last day of work shall be prior to the end of his or her Notice Period, such Employee shall be entitled to pay in lieu of notice for the balance of such Notice Period. Notice Pay paid to an Eligible Employee shall be in addition to, and not offset against, the Severance Benefits the Participant may be entitled to receive under this Article IV. An Eligible Employee who does not sign, or who revokes his or her signature on, a Release shall only be eligible for Notice Pay. Unless otherwise permitted by the applicable plan documents or laws, an Eligible Employee will not be eligible to apply for short-term disability, long-term disability and/or workers' compensation during the Notice Period, or anytime thereafter. Notice pay shall be paid in accordance with Article V.

(b) Salary Continuation Benefits.

(i) Salary continuation shall be provided during the Severance Period applicable to the Participant as set forth under the benefits schedule appended to the Plan. During the Severance Period, the Participant shall receive his or her Base Salary (net of deductions and tax withholdings, as applicable) in equal installments over the Severance Period, per normal payroll cycles. The salary continuation payment shall commence no earlier than the end of the revocation period applicable to the Release and shall be paid in accordance with Article V.

(ii) The Participant shall also receive a cash payment equal to his or her Annual Bonus during the Severance Period applicable to the Participant as set forth under the benefits schedule appended to the Plan. Such bonus payment shall be paid to the Participant in equal installments over the Severance Period (*e.g.*, 12 month, 18 months or 24 months). The bonus payment shall be paid at the same time as the Salary Continuation Benefits in Article V.

(c) Bonus. Participant may be eligible for a cash payment equal to his or her pro rated annual bonus for the year in which Participant's Separation from Service Date occurs, subject to the discretion of the Company and pursuant to the terms set forth in the applicable incentive plans. Bonus payments shall be paid at the same time as the Salary Continuation Benefits in Article V.

(d) Medical, Dental and Health Care Reimbursement Account Benefits. The Participant shall continue to be eligible to participate in the medical, dental and Health Care Reimbursement Account coverage in effect at the date of his or her termination (or generally

comparable coverage) for himself or herself and, where applicable, his or her spouse and dependents, as the same may be changed from time to time for employees of the Company generally, as if Participant had continued in employment during the lesser of (i) the Severance Period, or (ii) eighteen (18) months (the "Coverage Period"). The Participant shall be responsible for the payment of the employee portion of the medical, dental and Health Care Reimbursement Account contributions that are required during the Severance Period and such contributions shall be made within the time period and in the amounts that other employees are required to pay to the Company for similar coverage. The Participant's failure to pay the applicable contributions shall result in the cessation of the applicable medical and dental coverage for the Participant and his or her spouse or domestic partner and dependents. In the event the Severance Period exceeds eighteen months, the Participant will receive a cash lump-sum payment from the Company equal to the projected value of the employer portion of the medical and dental benefits for the time period between the end of the Coverage Period and the remainder of the Severance Period. Such payment shall be made within sixty (60) days from the end of the Coverage Period. Notwithstanding any other provision of this Plan to the contrary, in the event that a Participant commences employment with another company at any time during the Severance Period, the Participant may cease receiving coverage under the Company's medical and dental plans. Within thirty (30) days of Participant's commencement of employment with another company, Participant shall provide the Company written notice of such employment and provide information to the Company regarding the medical and dental benefits provided to Participant by his or her new employer. The COBRA Continuation Coverage Period under section 4980B of the Code shall run concurrently with the Severance Period.

(e) Equity Awards. The treatment of stock options, restricted stock, restricted stock units and other outstanding equity awards will be governed by the applicable equity award agreements and plan documents.

(f) Outplacement Services. The Company may, in its sole and absolute discretion, pay the cost of outplacement services for the Participant at the outplacement agency that the Company regularly uses for such purpose; *provided, however*, that the period of outplacement shall not exceed twelve (12) months from Participant's Separation from Service Date. The Company shall pay the cost of outplacement services for the Participant for a period of up to twelve (12) months from Participant's Separation from Service Date at either (i) the outplacement agency that the Company regularly uses for such purpose, or (ii) provided the Senior Vice President — Human Resources provides prior approval, at an outplacement agency selected by the Participant.

Section 4.02 Voluntary Termination; Termination for Death or Permanent Disability. If the Eligible Employee's employment terminates on account of (i) the Eligible Employee's Voluntary Resignation, (ii) death, or (iii) Permanent Disability, then the Eligible Employee shall not be entitled to receive Severance Benefits under this Plan and shall be entitled only to those benefits (if any) as may be available under the Company's then-existing benefit plans and policies at the time of such termination.

Section 4.03 Termination for Cause. If any Eligible Employee's employment terminates on account of termination by the Company for Cause, the Eligible Employee shall not be entitled to receive Severance Benefits under this Plan and shall be entitled only to those

benefits that are legally required to be provided to the Eligible Employee. Notwithstanding any other provision of the Plan to the contrary, if the Committee or the Plan Administrator determines that an Eligible Employee has engaged in conduct that constitutes Cause at any time prior to the Eligible Employee's Separation from Service Date, any Severance Benefit payable to the Eligible Employee under Section 4.01 of the Plan shall immediately cease, and the Eligible Employee shall be required to return any Severance Benefits paid to the Eligible Employee prior to such determination. The Company may withhold paying Severance Benefits under the Plan pending resolution of an inquiry that could lead to a finding resulting in Cause and any such payment that was withheld and which is subsequently determined to be payable shall be paid to the Participant within ninety (90) days after the date of the final and binding resolution of the inquiry.

Section 4.04 Reduction of Severance Benefits. With respect to amounts paid under the Plan that are not subject to Code Section 409A and the regulations promulgated thereunder, the Plan Administrator reserves the right to make deductions in accordance with applicable law for any monies owed to the Company by the Participant or the value of Company property that the Participant has retained in his/her possession. With respect to amounts paid under the Plan that are subject to Code Section 409A and the regulations promulgated thereunder, the Plan Administrator reserves the right to make deductions in accordance with applicable law for any monies owed to the Company by the Participant or the value of the Company property that the Participant has retained in his/her possession; provided, however, that such deductions cannot exceed \$5,000 in the aggregate.

Section 4.05 Modification of Severance Benefits. Notwithstanding anything to the contrary contained herein, the Senior Vice President, Human Resources (or her/his successor) shall have the discretion (i) to modify the benefits otherwise available to a Plan Participant under Section 4.01 as she/he deems appropriate, provided that in no event may the exercise of such discretion result in an increase in the benefits that would otherwise have been payable to the Participant under Section 4.01, and/or (ii) to modify the timing of the payment of such benefits, provided that such benefits are not otherwise subject to Code Section 409A and the regulations promulgated thereunder. If benefits payable under the Plan are subject to Code Section 409A and the regulations promulgated thereunder, the timing of such payments may not be altered and must be paid in accordance with the terms of the Plan.

ARTICLE V

METHOD AND DURATION OF SEVERANCE BENEFIT PAYMENTS

Section 5.01 **Method of Payment.** The Severance Benefit to which a Participant is entitled, as determined pursuant to Section 4.01, shall be paid in accordance with normal payroll practices over the Severance Period; provided, however, that the annual bonus payable pursuant to Section 4.01(c)(i) shall be paid at the time set forth in the Tyco Electronics Ltd. Executive Bonus Program. In no event will interest be credited on the unpaid balance for which a Participant may become eligible. Payment shall be made by mailing to the last address provided by the Participant to the Company or such other reasonable method as determined by the Plan Administrator. In general, the initial payments shall be made as promptly as practicable after the Participant's Separation from Service Date, the execution of the Release required under Section 3.02, and the expiration of the required revocation period specified in the Release. All payments of Severance Benefits are subject to applicable federal, state and local taxes and withholdings. In the event of the Participant's death prior to the completion of all payments being made, the remaining payments shall be paid to the Participant's estate in a single lump sum payment within sixty (60) days following the Participant's death.

Section 5.02 **Other Arrangements.** The Severance Benefits under this Plan are not additive or cumulative to severance or termination benefits that a Participant might also be entitled to receive under the terms of a written employment agreement, a severance agreement or any other arrangement with the Employer. As a condition of participating in the Plan, the Eligible Employee must expressly agree that this Plan supersedes all prior agreements, and sets forth the entire Severance Benefit the Eligible Employee is entitled to while an Eligible Employee in the Plan. The provisions of this Plan may provide for payments to the Eligible Employee under certain compensation or bonus plans under circumstances where such plans would not provide for payment thereof. It is the specific intention of the Company that the provisions of this Plan shall supersede any provisions to the contrary in such plans, to the extent permitted by applicable law, and such plans shall be deemed to be have been amended to correspond with this Plan without further action by the Company or the Board.

Section 5.03 **Code Section 409A.**

(a) Notwithstanding any provision of the Plan to the contrary, if required by Code Section 409A and if a Participant is a Key Employee, no Benefits shall be paid to the Participant during the Postponement Period. If a Participant is a Key Employee and payment of Benefits is required to be delayed for the Postponement Period under Code Section 409A, the accumulated amounts withheld on account of Code Section 409A shall be paid in a lump sum payment within 30 days after the end of the Postponement Period. If the Participant dies during the Postponement Period prior to the payment of Benefits, the amounts withheld on account of Code Section 409A shall be paid to the Participant's estate within 60 days after the Participant's death.

(b) This Agreement is intended to meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A and the regulations promulgated thereunder. Notwithstanding anything in this Plan to the contrary, if required by Code Section 409A, payments may only be made under this Plan upon an

event and in a manner permitted by Code Section 409A, to the extent applicable. For purposes of Code Section 409A, the right to a series of payments under the Plan shall be treated as a right to a series of separate payments. All reimbursements and in-kind benefits provided under the Plan shall be made or provided in accordance with the requirements of section 409A of the Code. **In no event may a Participant designate the year of payment for any amounts payable under the Plan.**

Section 5.04 Termination of Eligibility for Benefits.

(a) All Eligible Employees shall cease to be eligible to participate in the Plan, and all Severance Benefit payments payable to a Participant shall cease upon the occurrence of the earlier of:

(i) Subject to Article VIII, termination or modification of the Plan; or

(ii) Completion of payment to the Participant of the Severance Benefit for which the Participant is eligible under Article IV.

(b) Notwithstanding anything herein to the contrary, the Company shall have the right to cease all Severance Benefits (except as otherwise required by law) and to recover any payments previously made to the Participant should the Participant at any time breach the Participant's undertakings under the terms of the Plan, the Release the Participant executed to obtain the Severance Benefits under the Plan or the confidentiality, non-competition, non-solicitation and non-disparagement provisions of Article VI.

ARTICLE VI

CONFIDENTIALITY, COVENANT NOT TO COMPETE AND NOT TO SOLICIT

Section 6.01 **Confidential Information**. The Participant agrees that he or she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Company, either during the period of the Participant's employment or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data relating to the Company, any of its Subsidiaries, affiliated companies or businesses, which shall have been obtained by the Participant during the Participant's employment by the Company or a Subsidiary. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Participant; (ii) becomes known to the public subsequent to disclosure to the Participant through no wrongful act of the Participant or any representative of the Participant; or (iii) the Participant is required to disclose by applicable law, regulation or legal process (provided that the Participant provides the Company with prior notice of the contemplated disclosure and reasonably cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Participant's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.

Section 6.02 **Non-Competition**. The Participant acknowledges that he or she performs services of a unique nature for the Company that are irreplaceable, and that his or her performance of such services for a competing business will result in irreparable harm to the Company. Accordingly, during the Participant's employment with the Company or Subsidiary and for the one (1) year period thereafter, the Participant agrees that the Participant will not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in any business of the same type as any business in which the Company or any of its Subsidiaries or affiliates is engaged on the date of termination or in which they have proposed, on or prior to such date, to be engaged in on or after such date and in which the Participant has been involved to any extent (other than de minimis) at any time during the one (1) year period ending with the date of termination, in any locale of any country in which the Company or any of its Subsidiaries conducts business. This Section 6.02 shall not prevent the Participant from owning not more than one percent of the total shares of all classes of stock outstanding of any publicly held entity engaged in such business, nor will it restrict the Participant from rendering services to charitable organizations, as such term is defined in section 501(c) of the Code.

Section 6.03 **Non-Solicitation**. During the Participant's employment with the Company or a Subsidiary and for the two (2) year period thereafter, the Participant agrees that he or she will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce (i) any employee of the Company or any Subsidiary, as defined by the Company, to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee, or (ii) any customer of the Company or any Subsidiary to purchase goods or services then sold by the

Company or any Subsidiary from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer.

Section 6.04 Non-Disparagement. Each of the Participant and the Company (for purposes hereof, the Company shall mean only the executive officers and directors thereof and not any other employees) agrees not to make any statements that disparage the other party, or in the case of the Company or its Subsidiaries, their respective affiliates, employees, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section 6.04.

Section 6.05 Reasonableness. In the event the provisions of this Article VI shall ever be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitations, as the case may be, permitted by applicable laws.

Section 6.06 Equitable Relief.

(a) By participating in the Plan, the Participant acknowledges that the restrictions contained in this Article VI are reasonable and necessary to protect the legitimate interests of the Company, its Subsidiaries and its affiliates, that the Company would not have established this Plan in the absence of such restrictions, and that any violation of any provision of this Article will result in irreparable injury to the Company. By agreeing to participate in the Plan, the Participant represents that his or her experience and capabilities are such that the restrictions contained in this Article VI will not prevent the Participant from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case. The Participant further represents and acknowledges that (i) he or she has been advised by the Company to consult his or her own legal counsel in respect of this Plan, and (ii) that he or she has had full opportunity, prior to agreeing to participate in this Plan, to review thoroughly this Plan with his or her counsel.

(b) The Participant agrees that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Article VI, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. In the event that any of the provisions of this Article VI should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(c) The Participant irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of this Article VI, including without limitation, any action commenced by the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the District of New York, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in New York, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection which Participant may have to the

laying of venue of any such suit, action or proceeding in any such court. Participant also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 11.02.

Section 6.07 **Survival of Provisions.** The obligations contained in this Article VI shall survive the termination of Participant's employment with the Company or a Subsidiary and shall be fully enforceable thereafter.

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ARTICLE VII

THE PLAN ADMINISTRATOR

Section 7.01 **Authority and Duties.** It shall be the duty of the Plan Administrator, on the basis of information supplied to it by the Company and the Committee, to properly administer the Plan. The Plan Administrator shall have the full power, authority and discretion to construe, interpret and administer the Plan, to make factual determinations, to correct deficiencies therein, and to supply omissions. All decisions, actions and interpretations of the Plan Administrator shall be final, binding and conclusive upon the parties, subject only to determinations by the Named Appeals Fiduciary (as defined in Section 10.04), with respect to denied claims for Severance Benefits. The Plan Administrator may adopt such rules and regulations and may make such decisions as it deems necessary or desirable for the proper administration of the Plan.

Section 7.02 **Compensation of the Plan Administrator.** The Plan Administrator shall receive no compensation for services as such. However, all reasonable expenses of the Plan Administrator shall be paid or reimbursed by the Company upon proper documentation. The Plan Administrator shall be indemnified by the Company against personal liability for actions taken in good faith in the discharge of the Plan Administrator's duties.

Section 7.03 **Records, Reporting and Disclosure.** The Plan Administrator shall keep a copy of all records relating to the payment of Severance Benefits to Participants and former Participants and all other records necessary for the proper operation of the Plan. All Plan records shall be made available to the Committee, the Company and to each Participant for examination during business hours except that a Participant shall examine only such records as pertain exclusively to the examining Participant and to the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by ERISA, the Code, and every other relevant statute, each as amended, and all regulations thereunder (except that the Company, as payor of the Severance Benefits, shall prepare and distribute to the proper recipients all forms relating to withholding of income or wage taxes, Social Security taxes, and other amounts that may be similarly reportable).

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ARTICLE VIII

AMENDMENT, TERMINATION AND DURATION

Section 8.01 Amendment, Suspension and Termination. Except as otherwise provided in this Section 8.01, the Board or its delegate shall have the right, at any time and from time to time, to amend, suspend or terminate the Plan in whole or in part, for any reason or without reason, and without either the consent of or the prior notification to any Participant, by a formal written action. No such amendment shall give the Company the right to recover any amount paid to a Participant prior to the date of such amendment or to cause the cessation of Severance Benefits already approved for a Participant who has executed a Release as required under Section 3.02. Any amendment or termination of the Plan must comply with all applicable legal requirements including, without limitation, compliance with Code Section 409A and the regulations and ruling promulgated thereunder, securities, tax, or other laws, rules, regulations or regulatory interpretations thereof, applicable to the Plan.

Section 8.02 Duration. Unless terminated sooner by the Board or its delegate, the Plan shall continue in full force and effect until termination of the Plan pursuant to Section 8.01; provided, however, that after the termination of the Plan, if any Participants terminated employment on account of an Involuntary Termination prior to the termination of the Plan and are still receiving Severance Benefits under the Plan, the Plan shall remain in effect until all of the obligations of the Company are satisfied with respect to such Participants.

ARTICLE IX

DUTIES OF THE COMPANY AND THE COMMITTEE

Section 9.01 **Records.** The Company or a Subsidiary thereof shall supply to the Committee all records and information necessary to the performance of the Committee's duties.

Section 9.02 **Payment.** Payments of Severance Benefits to Participants shall be made in such amount as determined by the Committee under Article IV, from the Company's general assets.

Section 9.03 **Discretion.** Any decisions, actions or interpretations to be made under the Plan by the Board, the Committee and the Plan Administrator, acting on behalf of either, shall be made in each of their respective sole discretion, not in any fiduciary capacity and need not be uniformly applied to similarly situated individuals and such decisions, actions or interpretations shall be final, binding and conclusive upon all parties. As a condition of participating in the Plan, the Eligible Employee acknowledges that all decisions and determinations of the Board, the Committee and the Plan Administrator shall be final and binding on the Eligible Employee, his or her beneficiaries and any other person having or claiming an interest under the Plan on his or her behalf.

ARTICLE X

CLAIMS PROCEDURES

Section 10.01 Claim. Each Participant under this Plan may contest only the administration of the Severance Benefits awarded by completing and filing with the Plan Administrator a written request for review in the manner specified by the Plan Administrator. No appeal is permissible as to an Eligible Employee's eligibility for or a Participant's amount of the Severance Benefit, which are decisions made solely within the discretion of the Company, and the Committee acting on behalf of the Company. No person may bring an action for any alleged wrongful denial of Plan benefits in a court of law unless the claims procedures described in this Article X are exhausted and a final determination is made by the Plan Administrator and/or the Named Appeals Fiduciary. If an Eligible Employee or Participant or other interested party challenges a decision by the Plan Administrator and/or Named Appeals Fiduciary, a review by the court of law will be limited to the facts, evidence and issues presented to the Plan Administrator during the claims procedure set forth in this Article X. Facts and evidence that become known to the terminated Eligible Employee or Participant or other interested person after having exhausted the claims procedure must be brought to the attention of the Plan Administrator for reconsideration of the claims administrator. Issues not raised with the Plan Administrator and/or Named Appeals Fiduciary will be deemed waived.

Section 10.02 Initial Claim. Before the date on which payment of a Severance Benefit commences, each such application must be supported by such information as the Plan Administrator deems relevant and appropriate. In the event that any claim relating to the administration of Severance Benefits is denied in whole or in part, the terminated Participant or his or her beneficiary ("claimant") whose claim has been so denied shall be notified of such denial in writing by the Plan Administrator within ninety (90) days after the receipt of the claim for benefits. This period may be extended an additional ninety (90) days if the Plan Administrator determines such extension is necessary and the Plan Administrator provides notice of extension to the claimant prior to the end of the initial ninety (90) day period. The notice advising of the denial shall specify the following: (i) the reason or reasons for denial, (ii) make specific reference to the Plan provisions on which the determination was based, (iii) describe any additional material or information necessary for the claimant to perfect the claim (explaining why such material or information is needed), and (iv) describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review. If it is determined that payment is to be made, any such payment shall be made within ninety (90) days after the date by which notification is required.

Section 10.03 Appeals of Denied Administrative Claims. All appeals shall be made by the following procedure:

(a) A claimant whose claim has been denied shall file with the Plan Administrator a notice of appeal of the denial. Such notice shall be filed within sixty (60) calendar days of notification by the Plan Administrator of the denial of a claim, shall be made in writing, and shall set forth all of the facts upon which the appeal is based. Appeals not timely filed shall be barred.

(b) The Named Appeals Fiduciary shall consider the merits of the claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Named Appeals Fiduciary shall deem relevant.

(c) The Named Appeals Fiduciary shall render a determination upon the appealed claim which determination shall be accompanied by a written statement as to the reasons therefor. The determination shall be made to the claimant within sixty (60) days of the claimant's request for review, unless the Named Appeals Fiduciary determines that special circumstances require an extension of time for processing the claim. In such case, the Named Appeals Fiduciary shall notify the claimant of the need for an extension of time to render its decision prior to the end of the initial sixty (60) day period, and the Named Appeals Fiduciary shall have an additional sixty (60) day period to make its determination. The determination so rendered shall be binding upon all parties. If the determination is adverse to the claimant, the notice shall provide (i) the reason or reasons for denial, (ii) make specific reference to the Plan provisions on which the determination was based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits, and (iv) state that the claimant has the right to bring an action under section 502(a) of ERISA. If the final determination is that payments shall be made, then any such payment shall be made within ninety (90) days after the date by which notification of the final determination is made.

Section 10.04 Appointment of the Named Appeals Fiduciary. The Named Appeals Fiduciary shall be the person or persons named as such by the Board or Committee, or, if no such person or persons be named, then the person or persons named by the Plan Administrator as the Named Appeals Fiduciary. Named Appeals Fiduciaries may at any time be removed by the Board or Committee, and any Named Appeals Fiduciary named by the Plan Administrator may be removed by the Plan Administrator. All such removals may be with or without cause and shall be effective on the date stated in the notice of removal. The Named Appeals Fiduciary shall be a "Named Fiduciary" within the meaning of ERISA, and unless appointed to other fiduciary responsibilities, shall have no authority, responsibility, or liability with respect to any matter other than the proper discharge of the functions of the Named Appeals Fiduciary as set forth herein.

Section 10.05 Arbitration; Expenses. In the event of any dispute under the provisions of this Plan, other than a dispute in which the primary relief sought is an equitable remedy such as an injunction, the parties shall have the dispute, controversy or claim settled by arbitration in New York, New York (or such other location as may be mutually agreed upon by the Employer and the Participant) in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association, before a panel of three arbitrators, two of whom shall be selected by the Company and the Participant, respectively, and the third of whom shall be selected by the other two arbitrators. Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrators shall have no authority to modify any provision of this Plan or to award a remedy for a dispute involving this Plan other than a benefit specifically provided under or by virtue of the Plan. If the Participant substantially prevails on any material issue, which is the subject of such arbitration or lawsuit, the Company shall be responsible for all of the fees of the American Arbitration Association and the arbitrators

and any expenses relating to the conduct of the arbitration (including the Company's and Participant's reasonable attorneys' fees and expenses). Otherwise, each party shall be responsible for its own expenses relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) and shall share the fees of the American Arbitration Association.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Nonalienation of Benefits. None of the payments, benefits or rights of any Participant shall be subject to any claim of any creditor of any Participant, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment (if permitted under applicable law), trustee's process, or any other legal or equitable process available to any creditor of such Participant. No Participant shall have the right to alienate, anticipate, commute, plead, encumber or assign any of the benefits or payments that he may expect to receive, contingently or otherwise, under this Plan, except for the designation of a beneficiary as set forth in Section 5.01.

Section 11.02 Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service. In the case of the Participant, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to the Plan Administrator.

Section 11.03 Successors. Any successor to the Company shall assume the obligations under this Plan and expressly agree to perform the obligations under this Plan.

Section 11.04 Other Payments. Except as otherwise provided in this Plan, no Participant shall be entitled to any cash payments or other severance benefits under any of the Company's then current severance pay policies for a termination that is covered by this Plan for the Participant.

Section 11.05 No Mitigation. Except as otherwise provided in Section 4.04, Participant shall not be required to mitigate the amount of any Severance Benefit provided for in this Plan by seeking other employment or otherwise, nor shall the amount of any Severance Benefit provided for herein be reduced by any compensation earned by other employment or otherwise, except if the Participant is re-employed by the Company as an Employee, in which case Severance Benefits shall cease on the date of the Participant's re-employment.

Section 11.06 No Contract of Employment. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Eligible Employee or any person whatsoever, the right to be retained in the service of the Company, and all Eligible Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

Section 11.07 Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

Section 11.08 Heirs, Assigns, and Personal Representatives. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each Participant, present and future.

Section 11.09 Headings and Captions. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 11.10 Gender and Number. Where the context admits: words in any gender shall include any other gender, and, except where otherwise clearly indicated by context, the singular shall include the plural, and vice-versa.

Section 11.11 Unfunded Plan. The Plan shall not be funded. No Participant shall have any right to, or interest in, any assets of the Company that may be applied by the Company to the payment of Severance Benefits.

Section 11.12 Payments to Incompetent Persons. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of receipting therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company, the Committee and all other parties with respect thereto.

Section 11.13 Lost Payees. A benefit shall be deemed forfeited if the Committee is unable to locate a Participant to whom a Severance Benefit is due. Such Severance Benefit shall be reinstated if application is made by the Participant for the forfeited Severance Benefit while this Plan is in operation.

Section 11.14 Controlling Law. This Plan shall be construed and enforced according to the laws of the State of New York to the extent not superseded by Federal law.

SCHEDULE A
SEVERANCE BENEFITS

Chief Executive Officer	24 months of pay
Other Section 16-b Officers who are CEO Direct Reports	18 months of pay
All other Section 16-b Officers and Band 1 and 2 employees	12 months of pay.

A-1

**TYCO ELECTRONICS CORPORATION SUPPLEMENTAL SAVINGS
AND RETIREMENT PLAN**

As Amended and Restated Effective as of January 1, 2009

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**TYCO ELECTRONICS CORPORATION SUPPLEMENTAL SAVINGS AND
RETIREMENT PLAN**

**ARTICLE I
Purpose**

1.1 Supplemental Savings and Retirement Plan. The name of this plan is the Tyco Electronics Corporation Supplemental Savings and Retirement Plan. The Plan was originally effective as of the separation of Tyco Electronics Ltd. and its underlying subsidiaries from the Tyco International Ltd. controlled group of corporations (the "Separation"), which occurred on June 29, 2007 ("Original Effective Date"). The Plan was created as a spin-off from and was a continuation of the Tyco Supplemental Savings and Retirement Plan ("Tyco SSRP") with respect to the Accounts of certain Participants who were aligned with the Tyco Electronics business unit in conjunction with the Separation. The Plan was also created to provide certain of the key employees of the Company and the key employees of its parents, subsidiaries and affiliates with the ability to defer receipt of compensation that would otherwise be payable to them and to make up for amounts that could not be contributed on their behalf as matching contributions under the Tyco Electronics Corporation Retirement Savings and Investment Plan due to certain restrictions applicable under the Internal Revenue Code of 1986, as amended. This amendment and restatement of the Plan, effective as of January 1, 2009 ("Restated Effective Date"), is intended, except for amounts that were deferred and vested as of December 31, 2004, to be interpreted and applied so as to comply in all respects with the provisions of Code Section 409A and regulations and rulings promulgated thereunder and, if necessary, any provision shall be held null and void to the extent such provision (or part thereof) fails to comply with Section 409A or the regulations promulgated thereunder.

1.2 Benefits Under the Tyco SSRP and the Plan. With respect to each Participant (or Beneficiary, as applicable) who participated in the Tyco SSRP prior to the Separation and who was aligned with the Tyco Electronics business unit, Tyco International Management Company transferred from the Tyco SSRP to such Participant's or Beneficiary's Account under the Plan an amount equal to the value of the notional accounts credited to the Participant or Beneficiary under the Tyco SSRP immediately prior to such transfer. Benefits for any Participant or Beneficiary that were credited under the Tyco SSRP prior to the Original Effective Date and which were transferred to this Plan will be determined in accordance with the provisions of the Tyco SSRP (and if applicable, under the Tyco Deferred Compensation Plan for deferrals prior to January 1, 2005), but paid under this Plan, unless modifications to such transferred benefits are specifically provided herein or by a subsequent amendment to this Plan or if an election contemplated under Section 10.20 is made available. Benefits credited on and after the Original Effective Date and before the Restated Effective Date shall be determined in accordance with the provisions of this Plan as originally adopted on June 29, 2007 and any administrative actions taken thereunder to comply in good faith with the requirements of Section 409A of the Code and the regulations and rulings promulgated thereunder, unless modifications to such benefits are specifically provided herein or by a

subsequent amendment to this Plan or if an election contemplated under Section 10.20 is made available. Benefits credited on and after the Restated Effective Date shall be determined in accordance with the provisions of this Plan as amended and restated herein.

1.3 Deferred Compensation Plan. The Company intends that the Plan shall at all times be maintained on an unfunded basis for federal income tax purposes under the Code, and administered as a non-qualified, "top hat" plan exempt from the substantive requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The provisions of this Plan shall apply to Base Salary Deferrals, Bonus Compensation Deferrals, Spillover Deferrals, Matching Credits, Company Credits and Discretionary Credits and to any earnings credited thereon.

ARTICLE II Definitions

For ease of reference, the following definitions will be used in the Plan:

2.1 Account. "Account" means the bookkeeping account maintained on the books of the Company used solely to calculate the amount payable to each Participant who defers Compensation under this Plan or is otherwise entitled to a benefit under Article VI and shall not constitute a separate fund of assets. The term "Account" includes the value of amounts transferred from the Tyco SSRP in conjunction with the Separation.

2.2 Administrative Error Correction. "Administrative Error Correction" means the discretion used by the Plan Administrator to permit an Administrative Error to be corrected by allowing the affected Eligible Employee or Participant's Enrollment and Payment Agreement to be processed as soon as practicable after December 31 (and any related payroll discrepancy to be corrected). Such processing and correction shall only be allowed to the extent permitted under Code Section 409A and the regulations and rulings promulgated thereunder. "Administrative Error" means (i) an error by an Eligible Employee or Participant to file an Enrollment and Payment Agreement, or any other similar action, following a good faith attempt, or (ii) the failure of the Plan Administrator to properly process an Eligible Employee or Participant's Enrollment and Payment Agreement.

2.3 Affiliated Company. "Affiliated Company" shall mean a United States (a) corporation which, together with TEL, is a member of a controlled group of corporations (as defined in Section 414(b) of the Code), (b) trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code) with TEL, (c) corporation, partnership or other entity which, together with TEL, is a member of an affiliated service group (as defined in Section 414(m) of the Code), (d) organization which is required to be aggregated with TEL pursuant to regulations promulgated under Section 414(o) of the Code, or (e) any service recipient or employer that is within a controlled group of corporations as defined in Code Sections 1563(a)(1), (2) and (3) where the phrase "at least 50%" is substituted in each place "at least 80%" appears and any service recipient or employer with trades or businesses under common

control as defined in Code Section 414(c) and Treas. Reg. Section 1.414(c)-2 where the phrase “at least 50%” is substituted in each place “at least 80%” appears, provided, however, that when the relevant determination is to be based upon legitimate business criteria (as described in Treas. Reg. Section 1.409A-1(b)(5)(iii)(E) and 1.409A-1(h)(3)), the phrase “at least 20%” shall be substituted in each place “at least 80%” appears as described above with respect to both a controlled group of corporations and trades or businesses under common control.

2.4 Base Salary. “Base Salary” means the annual rate of base salary paid to each Participant as of any date of reference before any reduction for any amounts deferred by the Participant pursuant to Section 401(k) or Section 125 of the Code, or pursuant to this Plan or any other non-qualified plan which permits the voluntary deferral of compensation.

2.5 Base Salary Deferral. “Base Salary Deferral” means that portion of Base Salary as to which a Participant has made an election to defer receipt pursuant to Article V.

2.6 Beneficiary(ies). “Beneficiary” or “Beneficiaries” means the person or persons designated by the Participant to receive payments under this Plan in the event of the Participant’s death as provided in Section 10.3.

2.7 Board. “Board” means the Board of Directors of TEL.

2.8 Bonus Compensation. “Bonus Compensation” means any annual performance-based cash bonus or incentive compensation payable to a Participant as of any date of reference before any reduction for any amounts deferred by the Participant pursuant to Section 401(k) or Section 125 of the Code, or pursuant to this Plan or any other non-qualified plan which permits the voluntary deferral of compensation. Bonus Compensation shall not include any sign-on, retention, spot, impact or any other special or one-time bonus payment or any amount paid under any equity incentive plan.

2.9 Bonus Compensation Deferral. “Bonus Compensation Deferral” means that portion of Bonus Compensation as to which a Participant has made an election to defer receipt pursuant to Article V.

2.10 Cause. “Cause” means a Participant’s (i) substantial failure or refusal to perform duties and responsibilities of his or her job as required by the Company, (ii) violation of any fiduciary duty owed to the Company, (iii) conviction of a felony or misdemeanor, (iv) dishonesty, (v) theft, (vi) violation of Company rules or policy, or (vii) other egregious conduct, that has or could have a serious and detrimental impact on the Company and its employees. The Plan Administrator, in its sole and absolute discretion, shall determine Cause. Examples of “Cause” may include, but are not limited to, excessive absenteeism, misconduct, insubordination, violation of Company policy, dishonesty, and deliberate unsatisfactory performance (e.g., Employee refuses to improve deficient performance).

2.11 Change of Control. “Change of Control” means any of the following events:

(a) any “person” (as defined in Sections 13(d) and 14(d) of the Exchange Act), excluding for this purpose (i) TEL or any subsidiary company (wherever incorporated) of TEL as defined by Section 86 of the Companies Act 1981 of Bermuda, as amended (a “Subsidiary”) and (ii) any employee benefit plan of TEL or any Subsidiary (or any person or entity organized, appointed or established by TEL for or pursuant to the terms of any such plan that acquires beneficial ownership of voting securities of TEL), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly of securities of TEL representing more than 30% of the combined voting power of TEL’s then-outstanding securities; provided, however, that no Change of Control will be deemed to have occurred as a result of a change in ownership percentage resulting solely from an acquisition of securities by TEL;

(b) persons who, as of the Restated Effective Date, constitute the Board (the “Incumbent Directors”) cease for any reason (including without limitation, as a result of a tender offer, proxy contest, merger or similar transaction) to constitute at least a majority thereof, provided that any person becoming a Director of TEL subsequent to the Restated Effective Date shall be considered an Incumbent Director if such person’s election or nomination for election was approved by a vote of at least 50% of the Incumbent Directors; but provided further that any such person whose initial assumption of office is in connection with an actual or threatened proxy contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a “person” (as defined in Sections 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director;

(c) consummation of a reorganization, merger or consolidation or sale or other disposition of at least 80% of the assets of TEL (a “Business Combination”), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of outstanding voting securities of TEL immediately prior to such Business Combination beneficially own directly or indirectly more than 50% of the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns TEL or all or substantially all of TEL’s assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding voting securities of TEL; or

(d) approval by the stockholders of TEL of a complete liquidation or dissolution of TEL;

provided, however, that if and to the extent that any provision of this Plan would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a “Change in Control,” then such payment shall not be made unless such “Change in Control” satisfies the requirements of Code Section 409A(2)(A)(v) and applicable regulations and rulings thereunder.

2.12 Code. “Code” means the Internal Revenue Code of 1986, as amended (and any regulations thereunder).

2.13 Company. “Company” means Tyco Electronics Corporation, a Pennsylvania corporation, and its parents, subsidiaries, affiliates and successors (excluding any parent, subsidiary or affiliate that has not been approved by the Company for participation in this Plan). Where the context so requires, “Company” used in reference to a Participant means the specific entity that is part of the Company as defined herein that employs the Participant at any relevant time.

2.14 Company Credit. “Company Credit” means an amount credited by the Company for the benefit of a Participant pursuant to Section 6.3.

2.15 Compensation. “Compensation” means an Eligible Employee’s (i) Base Salary as in effect from time to time during a Plan Year, (ii) Commission Compensation earned during a Plan Year and (iii) Bonus Compensation earned for an applicable Fiscal Year. For purposes of determining a Participant’s Company Credits under Section 6.3 and Discretionary Credits under Section 6.4 for any Plan Year, Compensation shall include only Base Salary, Bonus Compensation and Commission Compensation actually paid to the Participant during such Plan Year. Moreover, for purposes of deferral elections under Article V and Section 6.1, Compensation shall not include Commission Compensation. In no event shall any of the following items be treated as Compensation hereunder: (i) payments from this Plan or any other Company nonqualified deferred compensation plan; (ii) income from the exercise of nonqualified stock options or from the disqualifying disposition of incentive stock options, or realized upon vesting of restricted stock or the delivery of shares in respect of restricted stock units (or other similar items of income related to equity compensation grants or exercises); (iii) reimbursement for moving expenses or other relocation expenses; (iv) mortgage interest differentials; (v) payment for reimbursement of taxes; (vi) international assignment premiums, allowances or other reimbursements; or (vii) any other payments as determined by the Plan Administrator in its sole discretion.

2.16 Commission Compensation. “Commission Compensation” means any commission payable to a Participant as of any date of reference during the relevant Plan Year before any reduction for any amounts deferred by the Participant pursuant to Section 401(k) or Section 125 of the Code, or pursuant to this Plan or any other non-qualified plan which permits the voluntary deferral of compensation.

2.17 Compensation Deferral. “Compensation Deferral” means that portion of Compensation as to which a Participant has made an annual irrevocable election to defer receipt pursuant to Article V or Section 6.1. A Participant’s Compensation Deferral may consist of Base Salary Deferrals, Bonus Compensation Deferrals, Spillover Deferrals, or a combination thereof, as applicable to the Participant.

2.18 Disability. “Disability” means that a Participant either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be

expected to last for a continuous period of not less than 12 months, or (ii) by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, is receiving (and has received for at least three months) income replacement benefits under any Company-sponsored disability benefit plan. A Participant who has been determined to be eligible for Social Security disability benefits shall be presumed to have a Disability as defined herein.

2.19 Discretionary Credit. “Discretionary Credit” means any amount credited to a Participant’s Account under Section 6.4.

2.20 Effective Dates. “Original Effective Date” means the original effective date of the Plan, which was June 29, 2007. “Restated Effective Date” means January 1, 2009. The provisions of Section 10.20 are effective May 1, 2008.

2.21 Eligible Employee. “Eligible Employee” for all purposes under this Plan other than eligibility for a Company Credit under Section 6.3 includes any employee of the Company who is (i) a U.S. citizen or a resident alien permanently assigned to work in the United States, (ii) paid on the United States payroll (other than Puerto Rico), (iii) either (a) subject to the requirements of Section 16(a) of the Exchange Act, (b) included in career bands 1-3 of the Company’s pay scale, or (c) included in career band 4 of the Company’s pay scale and nominated by the Company for participation in this Plan, (iv) paid a Base Salary for a relevant Plan Year that exceeds the “highly compensated employee” dollar threshold under Code Section 414(q)(1)(B) for such year and (v) has management responsibility. Solely for purposes of determining eligibility for Company Credits under Section 6.3, “Eligible Employee” includes any employee of the Company who meets the requirements set forth in (i) and (ii) above and who, for a relevant Plan Year, is paid Compensation in excess of the limitation on includible compensation under Section 401(a)(17) of the Code. Notwithstanding the foregoing, employees eligible to participate in any “Non-U.S. Tyco Electronics Corporation Retirement Plan” shall not be Eligible Employees for purposes of the Plan. A “Non-U.S. Tyco Electronics Corporation Retirement Plan” is defined as any pension or retirement plan, program or scheme established outside the United States of America that is either sponsored by a non-US Tyco Electronics Corporation Affiliated Company or is mandated by a governmental body or under the terms of a bargaining agreement and shall include any termination or retirement indemnity program and the national social security arrangements in Italy, Portugal and Spain, but shall exclude national social security arrangements in any other country.

2.22 Enrollment and Payment Agreement. “Enrollment and Payment Agreement” means the authorization form that an Eligible Employee files with the Plan Administrator to elect a Compensation Deferral under the Plan for a Plan Year, and/or to elect the timing and form of distribution for Company Credits or Discretionary Credits for a Plan Year. An Enrollment and Payment Agreement may be filed in any form so designated by the Plan Administrator, including electronically.

- 2.23 Exchange Act. “Exchange Act” means the Securities Exchange Act of 1934, as amended.
- 2.24 Fiscal Year. “Fiscal Year” means the Company’s fiscal year, which is the 52- or 53-week period ending on the Friday nearest September 30 of each calendar year.
- 2.25 Matching Credit. “Matching Credit” means an amount credited to a Participant’s Account under Section 6.2.
- 2.26 Maximum Matching Percentage. “Maximum Matching Percentage” for any Plan Year means the maximum matching contribution percentage available under the RSIP for such Plan Year for an individual who has the same Years of Service as the Participant (disregarding any limit on the amount of matching contributions to the RSIP imposed as a result of the operation of the limitations in Section 401(a)(17), Section 402(g) or Section 415(c) of the Code or any other limit imposed by the terms of the RSIP or by the RSIP’s plan administrator).
- 2.27 Measurement Funds. “Measurement Funds” means one or more of the independently established funds or indices that are identified by the Plan Administrator. These Measurement Funds are used solely to calculate the earnings that are credited to each Participant’s Account(s) in accordance with Article VII below, and do not represent any beneficial interest on the part of the Participant in any asset or other property of the Company. The determination of the increase or decrease in the performance of each Measurement Fund shall be made by the Plan Administrator in its reasonable discretion. Measurement Funds may be replaced, new funds may be added, or both, from time to time in the discretion of the Plan Administrator; provided that if the Measurement Funds hereunder correspond with funds available for investment under the RSIP, then, unless the Plan Administrator otherwise determines in its discretion, any addition, removal or replacement of investment funds under the RSIP shall automatically result in a corresponding change to the Measurement Funds hereunder.
- 2.28 Participant. “Participant” means any employee who satisfies the eligibility requirements set forth in Article IV or a former employee who has an Account that is not fully distributed. In the event of the death or incompetency of a Participant, the term means his or her personal representative or guardian.
- 2.29 Plan. “Plan” means this Plan, entitled the Tyco Electronics Corporation Supplemental Savings and Retirement Plan, as amended from time to time hereafter.
- 2.30 Plan Administrator. “Plan Administrator” means the Benefits Administrative Committee, appointed by the Board of Directors of Tyco Electronics Corporation to manage and administer the Plan (or, where the context so requires, any delegate of the Plan Administrator.)
- 2.31 Plan Year. “Plan Year” means the 12 month period beginning on each January 1 and ending on the following December 31.

- 2.32 Prior Eligible Employee. “Prior Eligible Employee” means any Eligible Employee who incurred a Separation from Service from the Company or who elected to cancel his or her Compensation Deferral election pursuant to the reasons set forth in Section 5.5 of the Plan and who participated in the Plan or any other nonqualified deferred compensation plan maintained by the Company or any of its Affiliated Company during the two years preceding such Eligible Employee’s re-employment date.
- 2.33 Responsible Company. “Responsible Company” has the meaning assigned to that term in Section 10.9.
- 2.34 Retirement. “Retirement” means a Separation from Service (other than for Cause) (i) after attaining age 55 and (ii) with a combination of age and Years of Service at Separation from Service totaling at least 60.
- 2.35 RSIP. “RSIP” means the Tyco Electronics Corporation Retirement Savings and Investment Plan (or its immediate predecessor or any successor plan if the context so indicates) applicable to a Participant.
- 2.36 RSIP Election. “RSIP Election” means the percentage of the Participant’s compensation that he or she has elected to contribute on a pre-tax basis to the RSIP for a Plan Year, determined at the beginning of such Plan Year.
- 2.37 Separation. “Separation” means the transaction whereby the public shareholders of Tyco International Ltd. were issued stock dividends consisting of the common stock of Tyco Electronics Ltd. and Covidien Ltd. The Separation occurred on June 29, 2007.
- 2.38 Separation Date. “Separation Date” means the last day of a Participant’s active employment with the Company before incurring a Separation from Service without regard to any compensation continuation arrangement, as determined by the Plan Administrator in its sole discretion.

2.39 Separation from Service. "Separation from Service" or "Separates from Service" means a Participant's separation from service with the Company within the meaning of Code Section 409A and the regulations and rulings promulgated thereunder. A Separation from Service occurs when the facts and circumstances indicate that the Company and the Participant reasonably anticipated that no further services would be performed after a certain date or that the level of services the Participant would perform after such date would permanently decrease to no more than 20% of the average level of services performed over the immediately preceding 36-month period or shorter period if the Participant was employed for less than 36 months.

2.40 Separation Payment "Separation Payment" means the payment made on the Participant's Separation Date.

2.41 Specified Date Payment. "Specified Date Payment" has the meaning set forth in Section 8.1. "Conditional Specified Date Payment" has the meaning set forth in Section 8.1.

- 2.42 Spillover Deferrals. “Spillover Deferrals” means Compensation Deferrals credited to the Account of a Participant as a result of an election made for a Plan Year by such Participant in accordance with the terms of Section 6.1.
- 2.43 TEL. “TEL” means Tyco Electronics Ltd., a Bermuda corporation.
- 2.44 Tyco SSRP. “Tyco SSRP” means the Tyco Supplemental Savings and Retirement Plan in effect on the Separation.
- 2.45 Year of Service. “Year of Service” means a Year of Service as determined under the RSIP.

ARTICLE III Administration

3.1 Plan Administrator. The Plan shall be administered by the Plan Administrator, which shall have full discretionary power and authority to interpret the Plan; to prescribe, amend and rescind any rules, forms and procedures as it deems necessary or appropriate for the proper administration of the Plan; and to make any other determinations, including factual determinations, and take such other actions as it deems necessary or advisable in carrying out its duties under the Plan. All decisions and determinations by the Plan Administrator shall be final and binding on the Company, Participants, Beneficiaries and any other persons having or claiming an interest hereunder.

ARTICLE IV Eligibility for Participation

4.1 Current Participants. Any Eligible Employee who has an Account under the Plan immediately prior to the Restated Effective Date or who has elected to make Compensation Deferrals effective for the 2009 Plan Year shall be deemed a Participant as of the Restated Effective Date. An individual shall remain a Participant until that individual has received full payment of all amounts credited to the Participant’s Account.

4.2 Future Participants. Any Eligible Employee, other than a Prior Eligible Employee, who is not a Participant as of the Restatement Effective Date under Section 4.1 will be eligible to become a Participant for the first full pay period following the date on which he makes an initial election to participate or as soon as practicable thereafter (subject to any limitations set forth herein).

4.3 Prior Eligible Employees. Any Prior Eligible Employee will be eligible to become a Participant during the Annual Enrollment Period immediately following the Prior Eligible Employee’s date of re-employment or date of Compensation Deferral cancellation.

ARTICLE V
Basic Deferral Participation

5.1 Election to Participate. An Eligible Employee may elect, by filing an Enrollment and Payment Agreement with the Plan Administrator or its designee, a Compensation Deferral with respect to (i) Base Salary payable in a Plan Year and (ii) Bonus Compensation earned for the Fiscal Year that ends within the Plan Year and payable after the close of such Fiscal Year. Enrollment and Payment Agreements for all such Compensation Deferrals for a Plan Year (or the Fiscal Year that ends in such Plan Year) must be filed with the Plan Administrator on or before the November 30 immediately preceding the first day of such Plan Year unless otherwise permitted by the Plan Administrator in its sole discretion (but in such case, in no event later than the December 31 immediately preceding the first day of such Plan Year). An individual who first becomes an Eligible Employee on or after October 1 of any Plan Year but prior to December 31 of such Plan Year may file an Enrollment and Payment Agreement effective for the next Plan Year, no later than such December 31, but such Enrollment and Payment Agreement shall be applicable only to Base Salary for the next Plan Year.

Notwithstanding the foregoing, to the extent necessary, the Plan Administrator may permit an Administrative Error Correction.

5.2 Amount of Deferral Election. Pursuant to each Enrollment and Payment Agreement for a Plan Year a Participant shall irrevocably elect to defer as a whole percentage (i) up to 50% of his or her Base Salary for the applicable Plan Year (or remainder of the Plan Year, as the case may be); and/or (ii) up to 100% of his or her Bonus Compensation (net of required withholding) for the applicable Fiscal Year.

5.3 Deferral Limits. The Plan Administrator may change the minimum or maximum deferral percentages from time to time. Any such limits shall be communicated by the Plan Administrator prior to the due date for the Enrollment and Payment Agreement. Amounts deferred under this Plan will not constitute compensation for any Company-sponsored qualified retirement plan.

5.4 Period of Commitment. A Participant's Enrollment and Payment Agreement as to a Compensation Deferral shall remain in effect only for the immediately succeeding Plan or Fiscal Year (or the remainder of the current year, as applicable), unless the Plan Administrator determines in its sole discretion to begin treating Participant elections as "evergreen" (i.e., as continuing in effect until affirmatively revoked), with such determination to be made prior to the beginning of the applicable Plan Year and Fiscal Year for which it is effective and with affected Participants being provided reasonable advance notice such that they can timely elect to discontinue or change their prior elections.

5.5 Change of Status. A Participant's Compensation Deferrals for a Plan Year or Fiscal Year may be suspended for the remainder of such Plan Year or Fiscal Year if (i) the Participant incurs a Separation from Service during such Plan Year or Fiscal Year, (ii) if the Participant incurs an "Unforeseeable Emergency" (as defined in Section 8.6) during

such Plan or Fiscal Year, (iii) if the Participant is granted a hardship withdrawal under the RSIP during such Plan Year or Fiscal Year, or (iv) there occurs any other circumstance determined by the Plan Administrator which would comply with the applicable requirements under Code Section 409A and the regulations and rulings promulgated thereunder.

5.6 Vesting of Compensation Deferrals. Compensation Deferrals, and earnings credited thereon, shall be 100% vested at all times (subject to Section 10.12).

ARTICLE VI

Spillover Participation/Matching, Company and Discretionary Credits

6.1 Spillover Election. Any Eligible Employee may elect to make Spillover Deferrals for a Plan Year. Such election may be made by filing an Enrollment and Payment Agreement with the Plan Administrator on or before the November 30 immediately preceding the first day of such Plan Year unless otherwise permitted by the Plan Administrator in its sole discretion (but in such case, in no event later than the December 31 immediately preceding the first day of such Plan Year). Such election shall be deemed an irrevocable commitment by such Participant to defer hereunder a percentage of his or her periodic Compensation equal to the Participant's RSIP Election for such Plan Year, with such deferrals commencing at the time the Participant's pretax RSIP contributions are suspended for the Plan Year as the result of the imposition of any limitation under the RSIP or applicable law or any procedure established by the Plan Administrator in accordance with applicable law and continuing for the remainder of the Plan Year; provided that a Participant who elects to make Spillover Deferrals will be deemed to have made a commitment to maintain his or her RSIP Election in effect for the entire Plan Year (up to the time of such suspension) without change. An individual who first becomes an Eligible Employee on or after October 1 of any Plan Year but prior to December 31 of such Plan Year may file a Spillover Deferral election described in this Section 6.1 effective for the next Plan Year, no later than such December 31, but such Spillover Deferral election shall be applicable only to Base Salary for the next Plan Year.

Notwithstanding the foregoing, to the extent necessary, the Plan Administrator may permit an Administrative Error Correction.

6.2 Matching Credits. An Eligible Employee who has elected to make Compensation Deferrals for a Plan Year shall receive Matching Credits, equal to the Participant's Maximum Matching Percentage multiplied by (i) the dollar amount of the Participant's Compensation Deferrals under Section 5.1 for such Plan Year on Compensation up to the applicable annual dollar limitation set forth in Section 401(a)(17) of the Code, and (ii) the amount of Compensation for such Plan Year from which Spillover Deferrals (if any) are made under Section 6.1 (disregarding any such Compensation that exceeds the applicable annual dollar limitation set forth in Section 401(a)(17) of the Code). Matching Credits shall be credited to a Participant's Account at such time or times as may be determined by the Plan Administrator in its sole discretion, but in no event less frequently than annually.

6.3 Company Credits. A Participant who is an Eligible Employee for purposes of this Section 6.3 for any Plan Year shall receive Company Credits for such Plan Year in an amount equal to the Participant's Maximum Matching Percentage for such Plan Year multiplied by the Participant's Compensation in excess of the annual dollar limitation set forth in Section 401(a)(17) of the Code for such Plan Year. Company Credits shall be credited to a Participant's Account at such time or times as may be determined by the Plan Administrator in its sole discretion, but in no event less frequently than annually, as of the last day of a Plan Year. A Participant who has elected to make Compensation Deferrals for a Plan Year, and who receives a Company Credit for such Plan Year, shall have the portion of his or her Account attributable to such Company Credit, if vested, distributed as specified in his or her Enrollment and Payment Agreement for such Plan Year. A Participant who has not elected to make Compensation Deferrals for a Plan Year, but who receives a Company Credit for such Plan Year (and has not previously received any Company Credit under the Plan), shall file with the Plan Administrator an Enrollment and Payment Agreement as soon as practicable (but no later than 30 days) after becoming eligible for such Company Credit, electing the timing and form of payment of the portion of the Participant's Account attributable to such Company Credit, if vested. Such election shall be deemed to apply also to any Company Credit received in any future Plan Year for which the Participant does not have in effect an Enrollment and Payment Agreement. If such Participant does not file an Enrollment and Payment Agreement by the date specified by the Plan Administrator, he or she shall be deemed to have elected to have the portion of his or her Account attributable to such Company Credit, and each Company Credit received in a future Plan Year for which the Participant does not have in effect an Enrollment and Payment Agreement, paid (if vested) as a Specified Date Payment in a single lump sum in the fifth Plan Year following the Plan Year for which each such Company Credit was received.

6.4 Discretionary Credits. A Participant who is an Eligible Employee for any Plan Year may receive a Discretionary Credit for such Plan Year. Such credit shall be in such amount as may be determined by the Company in its sole discretion, and shall be credited to the Participant's Account at such time or times as may be determined by the Company in its sole discretion. A Participant who has elected to make Compensation Deferrals for a Plan Year, and who receives a Discretionary Credit for such Plan Year, shall have the portion of his or her Account attributable to such Discretionary Credit (if vested) distributed as specified in his or her Enrollment and Payment Agreement for such Plan Year. A Participant who has not elected to make Compensation Deferrals for a Plan Year, but who receives a Discretionary Credit for such Plan Year (and has not previously received any Discretionary Credit under the Plan), shall file with the Plan Administrator an Enrollment and Payment Agreement as soon as practicable (but no later than 30 days) after becoming eligible for such Discretionary Credit, electing the timing and form of payment of the portion of the Participant's Account attributable to such Discretionary Credit (if vested). Such election shall be deemed to apply also to any Discretionary Credit received in any future Plan Year for which the Participant does not have in effect an Enrollment and Payment Agreement. If such Participant does not file an Enrollment and Payment Agreement by the date specified by the Plan Administrator, he or she shall be deemed to have elected to have the portion of his or her Account attributable to such Discretionary Credit, and each Discretionary Credit received in a future Plan Year for

which the Participant does not have in effect an Enrollment and Payment Agreement, paid (if vested) as a Specified Date Payment in a single lump sum in the fifth Plan Year following the Plan Year for which each such Discretionary Credit was received.

6.5 Vesting of Matching, Company and Discretionary Credits. The portion of a Participant's Account attributable to Matching Credits and Company Credits shall become 100% vested upon the completion of three Years of Service (subject to Section 10.12). The portion of a Participant's Account attributable to Matching Credits and Company Credits shall also become 100% vested (i) if he or she has a Separation from Service by reason of his or her death, Disability or Retirement, (ii) upon the occurrence of a Change of Control (subject in each case to Section 10.12) or (iii) under such other circumstances as are deemed appropriate by the Company. The portion of a Participant's Account attributable to Discretionary Credits shall become 100% vested upon the date and/or upon the occurrence of the event(s) specified by the Company in its sole discretion (subject to Section 10.12).

ARTICLE VII Participant Account

7.1 Establishment of Account. The Plan Administrator shall establish and maintain an Account with respect to each Participant's annual Compensation Deferrals, Matching Credits, Company Credits, and/or Discretionary Credits hereunder, as applicable, and amounts directly transferred from the Tyco SSRP as of the Effective Date, if any, on behalf of such Participant. Compensation Deferrals pursuant to Section 5.1 and Spillover Deferrals pursuant to Section 6.1 shall be credited by the Plan Administrator to the Participant's Account as soon as practicable after the date on which such Compensation would otherwise have been paid, in accordance with the Participant's election. The Participant's Account shall be reduced by the amount of payments made to the Participant or the Participant's Beneficiary pursuant to this Plan and by any forfeitures.

7.2 Earnings (or Losses) on Account. Participants must designate, on an Enrollment and Payment Agreement or by such other means as may be established by the Plan Administrator, the portion of the credits to their Account that shall be allocated among the various Measurement Funds. In default of such designation, credits to a Participant's Account shall be allocated to one or more default Measurement Funds as determined by the Plan Administrator in its sole discretion. A Participant's Account shall be credited with all deemed earnings (or losses) generated by the Measurement Funds, as elected by the Participant, on each business day for the sole purpose of determining the amount of earnings to be credited or debited to such Account as if the designated balance of the Account had been invested in the applicable Measurement Fund. Notwithstanding that the rates of return credited to a Participant's Accounts are based upon the actual performance of the corresponding Measurement Funds, the Company shall not be obligated to invest any amount credited to a Participant's Account under this Plan in such Measurement Funds or in any other investment funds. Upon notice to the Plan Administrator in the manner it prescribes, a Participant may reallocate the Funds to which his or her Account is deemed to be allocated.

7.3 Valuation of Account. The value of a Participant's Account as of any date shall equal the amounts theretofore credited to such Account, including any earnings (positive or negative) deemed to be earned on such Account in accordance with Section 7.2, less the amounts theretofore deducted from such Account.

7.4 Statement of Account. The Plan Administrator shall provide or make available to each Participant (including electronically), not less frequently than quarterly, a statement in such form as the Plan Administrator deems desirable setting forth the balance standing to the credit of his or her Account.

7.5 Payments from Account. Any payment made to or on behalf of a Participant from his or her Account in an amount which is less than the entire balance of his or her Account shall be made pro rata from each of the Measurement Funds to which such Account is then allocated. If a payment is not made by the designated payment date under the Plan, the payment shall be made no later than December 31 of the calendar year in which the designated payment date occurs.

7.6 Separate Accounting. If and to the extent required for the proper administration of the vesting or payments provisions of the Plan, the Plan Administrator may segregate a Participant's Account into subaccounts on the books and records of the Plan, all of which subaccounts shall, together, constitute the Participant's Account.

ARTICLE VIII Payments to Participants

8.1 Annual Election. Except as otherwise provided in Section 6.3, 6.4, 8.3 or 8.4, any portion of the Participant's Account attributable to his or her Compensation Deferrals, vested Matching Credits, vested Company Credits or vested Discretionary Credits for a Plan Year shall be distributed (a) as a payment to be made or to commence following the Participant's Separation from Service ("Separation Payment"), or (b) as a payment to be made or to commence at a specified date, without reference to the Participant's Separation from Service (a "Specified Date Payment") or (c) as a payment to be made or to commence on the earlier to occur of the Participant's Separation from Service Date and a specified date, without reference to the Participant's Separation from Service (a "Conditional Specified Date Payment"). Payments made in accordance with one of the methods specified in the preceding sentence shall be made by one of the following methods, as elected by the Participant in the Enrollment and Payment Agreement filed with the Plan Administrator for such Plan Year: (i) one lump sum; or (ii) annual installments payable over a maximum of 10 years. A Separation Payment shall be made, or shall commence, within 60 days after March 1 of the year following the year in which the Participant's Separation from Service Date occurs. A Specified Date Payment shall be made, or shall commence, within 60 days of the March 1st of the payment year designated by the Participant in the applicable Enrollment and Payment Agreement, which year shall (a) be no earlier than the year following the year in which the Participant becomes fully vested in Matching and/or Company Credits under Section 6.5 and (b) be no later than the year following the year in which the Participant attains age 70. A

Conditional Specified Date Payment shall be made, or shall commence, within 60 days of the March 1st of the year following the year in which the applicable payment trigger occurs.

8.2 Change in Election. A Participant who is actively employed by the Company may change the payment date and/or the form of an existing payment election for a Plan Year by filing a new payment election, in the form specified by the Plan Administrator, at least 12 months prior to the original payment date (in the case of installment payments, the date of the first scheduled installment payment), provided that such new election delays the payment year by at least five years from the original payment year, and provided, further, that such change in election shall not be effective until 12 months from the date it is filed. A Participant's reemployment following the commencement of installment payments shall not cause any suspension or interruption in such installment payments. The provisions of this Section 8.2 shall apply to all change elections made on or after January 1, 2009; change elections made prior to such date shall be governed by Section 10.20.

8.3 Cash-Out Payments. Notwithstanding any election made under Section 8.1 or Section 8.2, if the total value of the Participant's Account on the first day of the Plan Year following his or her Separation from Service is less than \$10,000, then the Participant's Account shall be paid to the Participant in one lump sum within 60 days of the year following the year in which the Participant's Separation from Service occurs.

8.4 Death or Disability Benefit. Upon the death or Disability of a Participant, the Participant or the Participant's Beneficiary, as applicable, shall be paid the balance in his or her Account in the form of a lump sum payment, with such payment to be made within 90 days after the date of the Participant's death or Disability. Such payment shall be in an amount equal to the value of the Participant's Account of the last day of the calendar quarter following the Participant's death or Disability, with the Measurement Funds being deemed to have been liquidated on that date to make the payment.

8.5 Valuation of Payments. Any lump sum benefit under Sections 8.1, 8.2 or 8.3 shall be payable in an amount equal to the value of the Participant's Account (or relevant portion thereof) as of the trading day immediately preceding the relevant payment date, with the Measurement Funds being deemed to have been liquidated on that date to make the payment. The first annual installment payment in a series of installment payments shall be equal to (i) the value of the Participant's Account (or relevant portion thereof) as of the trading day immediately preceding the relevant payment date, with the Measurement Funds being deemed to have been liquidated on that date to make the payment, divided by (ii) the number of installment payments elected by the Participant. The remaining installments shall be paid in an amount equal to (a) the value of such Account (or relevant portion thereof) as of the trading day immediately preceding the relevant payment date, with the Measurement Funds being deemed to have been liquidated on that date to make the payment, divided by (b) the number of remaining unpaid installment payments. For purposes of this section, "trading day" means a day that the New York Stock Exchange (or, if applicable, any other recognized national securities exchange) is open for business.

8.6 Unforeseeable Emergency. In the event that the Plan Administrator, upon written request of a Participant, determines that the Participant has suffered an "unforeseeable emergency" within the meaning of Code Section 409A(a)(2)(B)(ii), the Participant shall be paid from that portion of his or her Account resulting from Compensation Deferrals, within 90 days following such determination, an amount necessary to meet the emergency, after deduction of any and all taxes as may be required pursuant to Section 8.7 (but in no event to exceed the maximum permitted amount determined under Code Section 409A(a)(2)(B)(ii)).

8.7 Withholding Taxes. The Company may make such provisions and take such action as it may deem necessary or appropriate for the withholding of any taxes which the Company is required by any law or regulation of any governmental authority, whether federal, state or local, to withhold in connection with any benefits under the Plan, including, but not limited to, the withholding of appropriate sums from any amount otherwise payable to the Participant (or his or her Beneficiary). Each Participant, however, shall be responsible for the payment of all individual tax liabilities relating to any such benefits.

8.8 Effect of Payment. The full payment of the applicable benefit under this Article VIII shall completely discharge all obligations on the part of the Company to the Participant (and each Beneficiary) with respect to the operation of this Plan, and the Participant's (and Beneficiary's) rights under this Plan shall terminate.

8.9 Special Payment Rules for Tyco Deferred Compensation Plan ("DCP") Accounts. Unless a Participant has made a revised election under Sections 8.2 or 10.20, payment of the Participant's account attributable to amounts that were previously deferred under the DCP will be made or commence at the time specified under the terms of the DCP, but the form of payment will be governed by the terms of the election made by the Participant with respect to the account, notwithstanding DCP rules that would invalidate the form of payment, provided, however, that the value of the Participant's Account balance is at least \$10,000.

8.10 Aggregation of Account Balance Plans. Pursuant to Treas. Reg. Section 1.409A-1(c)(2), all "account balance plans," as defined in Treas. Reg. Section 1.409A-1(c)(2)(A)(1)-(2), including the Plan, shall be treated as deferred under a single plan.

ARTICLE IX

Claims Procedures

9.1 Filing a Claim. Any controversy or claim arising out of or relating to the Plan shall be filed in writing with the Plan Administrator in accordance with the Plan Administrator's procedures. The Plan Administrator shall make all determinations concerning such claim. Any decision by the Plan Administrator denying such claim shall be in writing using language calculated to be understood by the Participant and shall be delivered to the Participant or Beneficiary filing the claim ("Claimant").

(a) In General. Notice of a denial of benefits (other than Disability benefits) will be provided within 90 days of the Plan Administrator's receipt of the Claimant's claim for benefits. If the Plan Administrator determines that it needs additional time to review the claim, the Plan Administrator will provide the Claimant with a notice of the extension before the end of the initial 90-day period. The extension will not be more than 90 days from the end of the initial 90-day period and the notice of extension will explain the special circumstances that require the extension and the date by which the Plan Administrator expects to make a decision.

(b) Disability Benefits. Notice of denial of Disability benefits will be provided within 45 days of the Plan Administrator's receipt of the Claimant's claim for Disability benefits (unless such period is extended, as provided below). If the Plan Administrator determines that it needs additional time to review the Disability claim, the 45-day period may be extended by the Plan Administrator for up to 30 days. The Plan Administrator will provide the Claimant with a notice of the extension before the end of the initial 45-day period. If the Plan Administrator determines that a decision cannot be made within the first 30-day extension due to matters beyond the control of the Plan Administrator, the period for making a determination may be further extended for an additional 30 days. If such an additional extension is necessary, the Plan Administrator shall notify the Claimant prior to the expiration of the initial 30-day extension. Any notice of extension shall indicate the circumstances necessitating the extension of time, the date by which the Plan Administrator expects to furnish a notice of decision, the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and any additional information needed to resolve those issues. A Claimant will be provided a minimum of 45 days to submit any necessary additional information to the Plan Administrator. In the event that a 30-day extension is necessary due to a Claimant's failure to submit information necessary to decide a claim, the period for furnishing a notice of decision shall be tolled from the date on which the notice of the extension is sent to the Claimant until the earlier of the date the Claimant responds to the request for additional information or the response deadline.

(c) Contents of Notice. If a claim for benefits is completely or partially denied, notice of such denial shall include a written explanation, using language calculated to be understood by the Participant.

(i) The decision shall set forth (a) the specific reason or reasons for such denial, (b) specific reference(s) to the relevant provision(s) of this Plan on which such denial is based, (c) a description, where appropriate, as to how the Claimant can perfect the claim, including a description of any additional material or information necessary to complete the claim and why such material or information is necessary, (d) the appropriate information as to the steps to be taken if the Participant wishes to submit the claim for review, (e) the time limits for requesting a review under Section 9.2, and (f) a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse decision on review.

(ii) In the case of a complete or partial denial of a Disability benefit claim, the notice shall also provide a statement that the Plan Administrator will

provide to the Claimant, upon request and free of charge, a copy of any internal rule, guideline, protocol, or other similar criterion that was relied upon in making the decision.

9.2 Appeal of Denied Claims. A Claimant whose claim has been completely or partially denied shall be entitled to appeal the claim denial by filing a written appeal with the Plan Administrator within the deadlines described below. A Claimant (or his or her authorized representative) who timely requests a review of the denied claim may review, upon request and free of charge, copies of all documents, records and other information relevant to the denial and may submit written comments, documents, records and other information relevant to the claim to the Plan Administrator. All written comments, documents, records, and other information shall be considered “relevant” if the information (a) was relied upon in making a benefits determination, (b) was submitted, considered or generated in the course of making a benefits decision regardless of whether it was relied upon to make the decision, or (c) demonstrates compliance with administrative processes and safeguards established for making benefit decisions. The Plan Administrator may, in its sole discretion and if it deems appropriate or necessary, decide to hold a hearing with respect to the claim appeal.

(a) In General. Appeal of a denied benefits claim (other than a Disability benefits claim) must be filed in writing with the Plan Administrator no later than 60 days after receipt of the written notification of such claim denial. The Plan Administrator shall make its decision regarding the merits of the denied claim within 60 days following receipt of the appeal (or within 120 days after such receipt in a case where there are special circumstances requiring an extension of time for reviewing the appealed claim). If an extension of time for reviewing the appeal is required, notice of the extension shall be furnished to the Claimant prior to the commencement of the extension. The notice will indicate the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render the determination on review. The review will take into account comments, documents, records and other information submitted by the Claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

(b) Disability Benefits. Appeal of a denied Disability benefits claim must be filed in writing with the Plan Administrator no later than 180 days after receipt of the notification of such claim denial. The review shall be conducted by the Plan Administrator (exclusive of the person who made the initial adverse decision or such person’s subordinate). In reviewing the appeal, the Plan Administrator shall (1) not afford deference to the initial denial of the claim, (2) consult a medical professional who has appropriate training and experience in the field of medicine relating to the Claimant’s disability and who was neither consulted as part of the initial denial nor is the subordinate of such individual, and (3) identify the medical or vocational experts whose advice was obtained with respect to the initial benefit denial, without regard to whether the advice was relied upon in making the decision. The Plan Administrator shall make its decision regarding the merits of the denied claim within 45 days following receipt of the appeal or within 90 days after such receipt, in a case where there are special circumstances requiring an extension of time for reviewing the appealed claim. If an extension of time for reviewing the appeal is required because of special circumstances, written notice of

the extension shall be furnished to the Claimant prior to the commencement of the extension. The notice will indicate the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render the determination on review. Following its review of any additional information submitted by the Claimant, the Plan Administrator shall render a decision on its review of the denied claim.

(c) Contents of Notice. If a benefits claim is completely or partially denied on review, notice of such denial shall set forth the reasons for denial in language calculated to be understood by the Participant.

(i) The decision on review shall set forth (a) the specific reason or reasons for the denial, (b) specific reference(s) to the relevant provision(s) of this Plan on which the denial is based, (c) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, or other information relevant (as defined above) to the Claimant's claim, and (d) a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

(ii) For the denial of a Disability benefit, the notice will also include a statement that the Plan Administrator will provide, upon request and free of charge: (a) any internal rule, guideline, protocol or other similar criterion relied upon in making the decision, and (b) any medical opinion relied upon to make the decision.

9.3 Legal Action. A Claimant may not bring any legal action relating to a claim for benefits under the Plan unless and until the Claimant has followed the claims procedures under the Plan and exhausted his or her administrative remedies under such claims procedures.

9.4 Discretion of the Plan Administrator. All interpretations, determinations and decisions of the Plan Administrator with respect to any claim shall be made in its sole discretion, and shall be final and conclusive.

ARTICLE X Miscellaneous

10.1 Protective Provisions. Each Participant and Beneficiary shall cooperate with the Plan Administrator by furnishing any and all information requested by the Plan Administrator in order to facilitate the payment of benefits hereunder. If a Participant or Beneficiary refuses to cooperate with the Plan Administrator, the Company shall have no further obligation to the Participant or Beneficiary under the Plan, other than payment of the then-current balance of the Participant's Accounts in accordance with prior elections and subject to Section 10.12.

10.2 Inability to Locate Participant or Beneficiary. In the event that the Plan Administrator is unable to locate a Participant or Beneficiary within two years following the date the Participant was to commence receiving payment, the entire amount allocated to the Participant's Account shall be forfeited. If, after such forfeiture, the Participant or

Beneficiary later claims such benefit, such benefit shall be reinstated without interest or earnings from the date payment was to commence pursuant to Article VIII.

10.3 Designation of Beneficiary. Each Participant may designate in writing a Beneficiary or Beneficiaries (which Beneficiary may be an entity other than a natural person if approved by the Plan Administrator in its sole discretion) to receive any payments which may be made under the Plan following the Participant's death. No Beneficiary designation shall become effective until it is in writing and it is filed with the Plan Administrator. A Beneficiary designation under the Plan may be separate from all other retirement-type plans sponsored by the Company. Such designation may be changed or canceled by the Participant at any time without the consent of any such Beneficiary. Any such designation, change or cancellation must be made in a form approved by the Plan Administrator and shall not be effective until received by the Plan Administrator or its designee. If no Beneficiary has been named, or the designated Beneficiary or Beneficiaries have predeceased the Participant, the Beneficiary shall be the Participant's estate. If a Participant designates more than one Beneficiary, the interests of such Beneficiaries shall be paid in equal shares, unless the Participant has specifically designated otherwise.

10.4 No Contract of Employment. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Participant, or any person whatsoever, the right to be retained in the service of the Company, and all Participants and other employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

10.5 No Limitation on Company Actions. Nothing contained in the Plan shall be construed to prevent the Company from taking any action which is deemed by it to be appropriate or in its best interest. No Participant, Beneficiary, or other person shall have any claim against the Company as a result of such action.

10.6 Obligations to Company. If a Participant becomes entitled to a payment of benefits under the Plan, and if at such time the Participant has outstanding any debt, obligation, or other liability representing an amount owing to the Company, then the Company may offset such amount owed to it against the amount of benefits otherwise distributable; provided, however, that such deductions cannot exceed \$5,000 in the aggregate. Such determination shall be made by the Plan Administrator in its sole discretion.

10.7 No Liability for Action or Omission. Neither the Company nor any director, officer or employee of the Company shall be responsible or liable in any manner to any Participant, Beneficiary or any person claiming through them for any benefit or action taken or omitted in connection with the granting of benefits, the continuation of benefits, or the interpretation and administration of this Plan.

10.8 Nonalienation of Benefits. Except as otherwise specifically provided herein, all amounts payable hereunder shall be paid only to the person or persons designated by the

Plan and not to any other person or corporation. No part of a Participant's Account shall be liable for the debts, contracts, or engagements of any Participant, or his or her Beneficiary or successors in interest, nor shall such accounts of a Participant be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any payment from the Plan, voluntarily or involuntarily, the Plan Administrator, in its discretion, may cancel such payment (or any part thereof) to or for the benefit of such Participant, Beneficiary or successor in interest in such manner as the Plan Administrator shall direct. Notwithstanding the foregoing, all or a portion of a Participant's Account may be awarded to an "alternate payee" (within the meaning of Section 206(d)(3)(K) of ERISA) if and to the extent so provided in a judgment, decree or order that, in the Committee's sole discretion, would meet the applicable requirements for qualification as a "qualified domestic relations order" (within the meaning of Section 206(d)(3)(B)(i) of ERISA) if the Plan were subject to the provisions of Section 206(d) of ERISA. Such amounts shall be payable to the alternate payee in the form of a lump sum distribution and shall be paid within 90 days following the Plan Administrator's determination that the order satisfies the requirements to be a "qualified domestic relations order."

10.9 Liability for Benefit Payments. The obligation to pay or provide for payment of a benefit hereunder to any Participant or his or her Beneficiary shall, at all times, be the sole and exclusive liability and responsibility of the company that employed the Participant immediately prior to the event giving rise to a payment obligation (the "Responsible Company"). No other company or parent, affiliated, subsidiary or associated company shall be liable or responsible for such payment, and nothing in this Plan shall be construed as creating or imposing any joint or shared liability for any such payment (other than the TEL guarantee set forth in Section 10.10 below). The fact that a company or a parent, affiliated, subsidiary or associated company other than the Responsible Company actually makes one or more payments to a Participant or his or her Beneficiary shall not be deemed a waiver of this provision; rather, any such payment shall be deemed to have been made on behalf of and for the account of the Responsible Company.

10.10 TEL Guarantee. TEL guarantees the payment by the Responsible Company (as defined in Section 10.9) of any benefits provided for or contemplated under this Plan which either (i) the Responsible Company concedes are due and owing to a Participant or Beneficiary or (ii) are finally determined to be due and owing to a Participant or Beneficiary, but which in either case the Responsible Company fails to pay.

10.11 Unfunded Status of Plan. The Plan is intended to constitute an "unfunded" deferred and supplemental retirement compensation plan for Participants, with all benefits payable hereunder constituting an unfunded contractual payment obligation of the Company. Nothing contained in the Plan, and no action taken pursuant to the Plan, shall create or be construed to create a trust of any kind. The Company shall reflect on its

books the Participants' interests hereunder, but no Participant or any other person shall under any circumstances acquire any property interest in any specific assets of the Company. Nothing contained in this Plan and no action taken pursuant hereto shall create or be construed to create a fiduciary relationship between the Company and any Participant or other person. A Participant's right to receive payments under the Plan shall be no greater than the right of an unsecured general creditor of the Company. Except to the extent that the Company determines that a "rabbi" trust may be established in connection with the Plan, all payments shall be made from the general funds of the Company, and no special or separate fund shall be established and no segregation of assets shall be made to assure payment. The Company's obligations under this Plan are not assignable or transferable except to (i) any corporation or partnership which acquires all or substantially all of the Company's assets or (ii) any corporation or partnership into which the Company may be merged or consolidated. The provisions of the Plan shall inure to the benefit of each Participant and the Participant's Beneficiaries, heirs, executors, administrators or successors in interest.

10.12 Forfeiture for Cause. Notwithstanding any other provision of this Plan, if a Participant's employment is terminated for Cause, or if the Plan Administrator determines that a Participant who has a Separation from Service for any other reason had engaged in conduct prior to his or her Separation from Service which would have constituted Cause, then the Plan Administrator may determine in its sole discretion that such Participant's Account under the Plan shall be forfeited and shall not be payable hereunder.

10.13 Governing Law. This Plan shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania to the extent not superseded by federal law, without reference to the principles of conflict of laws.

10.14 Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

10.15 Headings and Captions. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

10.16 Gender, Singular and Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may read as the plural and the plural as the singular.

10.17 Notice. Any notice or filing required or permitted to be given to the Plan Administrator under the Plan shall be sufficient if in writing and hand delivered, or sent by registered or certified mail, to the Plan Administrator, Tyco Electronics Corporation Supplemental Savings and Retirement Plan, c/o Tyco Electronics Corporation HR Benefits, 1050 Westlakes Drive, Berwyn, PA 19312 or to such other person or entity as

the Plan Administrator may designate from time to time. Such notice shall be deemed given as of the date of delivery, or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

10.18 Amendment and Termination. The Plan may be amended, suspended, or terminated at any time by Tyco Electronics Corporation in whole or part in its sole discretion; provided, however, that no such amendment, suspension or termination shall result in any reduction in the value of a Participant's Account determined as of the effective date of such amendment. In addition, the Plan, and/or the terms of any election made hereunder, may be amended at any time and in any respect by Tyco Electronics Corporation or by the Plan Administrator if and to the extent recommended by counsel in order to conform to the requirements of Code Section 409A and regulations thereunder or to any other Code Section or regulation that bears on the tax-deferred character of the benefits provided hereunder or to maintain the tax-qualified status of the RSIP. In the event of any suspension or termination of the Plan or any portion thereof, payment of affected Participants' Accounts shall be made under and in accordance with the terms of the Plan and the applicable elections (except that the Plan Administrator may determine, in its sole discretion, to accelerate payments to all such Participants if and to the extent that such acceleration is permitted under Code Section 409A and regulations thereunder).

10.19 Delay of Payment for Specified Employees. Notwithstanding any provision of this Plan to the contrary, in the case of any Participant who is a "specified employee" as of the date of such Participant's Separation from Service within the meaning of Code Section 409A(a)(2)(B)(i), no distribution under this Plan may be made, or may commence, before the date which is six months after such Participant's Separation from Service Date (or, if earlier, the date of the Participant's death).

10.20 Special Rule Regarding Election Changes On or Before December 31, 2008. To the extent permitted under the provisions of Internal Revenue Service Notice 2005-1, A-19(c) and subsequent related guidance, the Company may, in its sole discretion, permit a Participant to modify an existing election with respect to the timing and form of payment of the Participant's Account hereunder, including, in the Company's discretion, amounts deferred under the Tyco Deferred Compensation Plan that were vested as of December 31, 2004 and would otherwise not be subject to the provisions of this Plan, without regard to the limitations set forth in Section 8.2, so long as: (i) such modification is made on or before December 31, 2008, (ii) such modified election is consistent with the provisions of Sections 8.1 and 10.19 hereof, and (iii) the modified election is made in a year prior to the year in which payment would have been made hereunder but for such election. Participants who are offered such an election for amounts deferred under this Plan (or under a predecessor plan) prior to the Restated Effective Date and who decline to make such an election shall thereafter have that portion of their Account attributable to such deferrals governed by the provisions of this Plan as in effect as of the Restated Effective Date and any previous elections applicable thereto (except to the extent otherwise required in order to comply with Code Section 409A).

**Tyco Electronics Ltd.
Subsidiaries of the Registrant**

Jurisdiction	Entity Name	State
Argentina	Elo Touch Systems Argentina S.A. Fayser S.R.L. Tyco Electronics Argentina S.A. Tyco Networks (Argentina) S.R.L. Tyco Submarine Systems de Argentina S.A.	
Australia	Banool Investments (VIC) Pty Ltd. Bonvilla Holdings Pty Ltd Clarebury Pty Ltd Critchley Electrical Products Pty Limited Dulmison Australia Pty Ltd Dulmison Pty Ltd Grangehurst Enterprises Pty Ltd. M/A Com Private Radio Systems Pty Limited Microwave Associates Australia Pty Limited Morlynn Ceramics Pty Ltd. Tyco Electronics Lambda (Australian Branch) Tyco Electronics Pty Limited	
Austria	Tyco Electronics Austria GmbH	
Bahamas	TyCom Services Inc.	
Barbados	Corcom International Limited Corcom West Indies Limited Tyco Electronics Holdings Ltd. TyCom Holdings (Barbados) Ltd.	
Belgium	Raychem Industries NV Tyco Electronics Belgium EC BVBA Tyco Electronics Raychem BVBA	
Bermuda	Tyco Asia Networks Ltd. Tyco Contracting Ltd. Tyco Electronics Alpha Limited Tyco Electronics Beta Limited Tyco Electronics Eta Limited Tyco Electronics Holdings (Bermuda) No. 7 Limited Tyco Electronics Lambda Tyco Global Networks Ltd. Tyco Telecommunications Ltd.	
Brazil	Celis Electrocomponentes Ltda. Tyco Electronics Brasil Ltda. Tyco Electronics Sistemas de Energia Ltda. Tyco Submarine Systems Brasil Ltda.	
Canada	Critchley Inc. - Canada M/A-COM Private Radio Systems Canada Corp. Tyco Electronics Canada ULC	
Cayman Islands	Raychem International (Cayman Islands)	
Chile	Tyco Electronics Industrial Y Comercial Chile Limitada	

Tyco Electronics Ltd.
Subsidiaries of the Registrant

Jurisdiction	Entity Name	State
China	AMP (China) Investment Co. Ltd.	
	Dongguan Transpower Electric Products Co., Ltd.	
	Dulmison Zibo Insulator Co., Ltd. (60%)	
	Raychem (Shanghai) Trading Ltd	
	Raychem Electronics (Shanghai) Ltd.	
	Raychem Shanghai Cable Accessories Ltd	
	Shanghai CII Electronic Co. Ltd (50%)	
	Tyco Electronics (Dongguan) Ltd	
	Tyco Electronics (Kunshan) Ltd	
	Tyco Electronics (Qingdao) Ltd.	
	Tyco Electronics (Shanghai) Co., Ltd	
	Tyco Electronics (Shenzhen) Co. Ltd.	
	Tyco Electronics (Suzhou) Ltd.	
	Tyco Electronics (Wuxi) Ltd	
	Tyco Electronics (Zhuhai) Ltd	
	Tyco Electronics AMP Guangdong Ltd	
	Tyco Electronics AMP Qingdao Ltd.	
	Tyco Electronics AMP Shanghai Ltd. (92.31%)	
	Tyco Electronics Technology (Kunshan) Co., Ltd.	
Tyco Electronics Technology (SIP) Ltd.		
Colombia	Tyco Electronics Colombia Ltda.	
Cyprus	Raychem Technologies Limited	
	TyCom Networks (Cyprus) Limited	
Czech Republic	Tyco Electronics Czech s.r.o.	
	Tyco Electronics EC Trutnov s.r.o.	
Denmark	Tyco Electronics Denmark A/S	
	Tyco Electronics Far East Holdings ApS	
	Tyco Electronics Holding I ApS	
	Tyco Electronics Holding II (Denmark) ApS	
	Tyco Electronics Holding X (Denmark) ApS	
	Tyco Electronics Holding XVII (Denmark) ApS	
Dominican Republic	Raychem Dominicana S.A.	
Finland	Tyco Electronics Finland Oy	
France	TGN Euro Link, S.A.	
	Tyco Electronics France SAS	
	Tyco Electronics Holding France S.A.S.	
	Tyco Electronics Idento sas	
	Tyco Electronics SIMEL SAS	
	Tyco Networks (France) SAS	
	Tyco Submarine Systems SARL France	
Germany	TE Vermögensverwaltungs GmbH & Co KG	
	Tyco Electronics AMP GmbH	
	Tyco Electronics EC Verwaltungsgesellschaft GmbH	
	Tyco Electronics Germany AMP GmbH & Co. KG	
	Tyco Electronics Germany Holdings GmbH	
	Tyco Electronics Germany Raychem GmbH & Co. KG	
	Tyco Electronics Idento GmbH	

Tyco Electronics Ltd.
Subsidiaries of the Registrant

Jurisdiction	Entity Name	State
	Tyco Electronics Raychem GmbH Tyco Electronics Verwaltungs GmbH	
Gibraltar	Tyco Electronics (Gibraltar) Holding Limited Tyco Electronics (Gibraltar) Limited Tyco Electronics China (Gibraltar) Limited Tyco Electronics India (Gibraltar) Limited	
Greece	Raychem Hellas E.P.E. Tyco Electronics Hellas MEPE	
Hong Kong	AMP Products Pacific Limited Critchley Asia Limited F.A.I. Technology (Hong Kong) Limited Madison Cable Asia Limited Original Electromechanical (HK) Limited Praegitzer International (HK) Limited (99%) Raychem (HK) Limited Raychem China Limited Transpower Technologies (HK) Limited Tyco Electronics H.K. Limited Tyco Electronics Hong Kong Holdings No. 1 Limited Tyco Electronics Hong Kong Holdings No. 2 Limited Tyco Electronics Hong Kong Holdings No. 3 Limited Tyco Electronics Hong Kong Holdings No. 4 Limited	
Hungary	Tyco Electronics Hungary Termelo Kft	
India	CII Guardian International Limited (39.4%) Raychem RPG Limited (50%) TEI Technologies Private Limited (50%) Tyco Electronics Corporation India Pvt Limited Tyco Electronics Systems India Pvt Ltd Tyco Submarine Systems Ltd. - India Branch	
Indonesia	PT Dulmison Indonesia PT. Tyco Precision Electronics	
Ireland	Raychem International Tyco Electronics Cork (branch of Raychem International) Tyco Electronics Group S.A. (branch of Luxembourg entity) Tyco Electronics Ireland Limited	
Israel	Raychem Limited [Israel] Tyco Electronics Israel Ltd.	
Italy	Tyco Electronics AMP Italia Products S.R.L. Tyco Electronics AMP Italia S.R.L. Tyco Electronics Italia Holding S.r.l. Tyco Electronics-Raychem S.r.l. Tyco Networks (Italy) Srl	
Japan	AMP Technology Japan Ltd Businessland Japan Company Ltd. Nihon Elcon K.K.	

Tyco Electronics Ltd.
Subsidiaries of the Registrant

Jurisdiction	Entity Name	State
	Precision Interconnect International Ltd. Touch Panel Systems K.K. Tyco Electronics Japan G.K.	
Luxembourg	TCN Holding (Luxembourg) S.a.r.l. (en liquidation) Tyco Electronics Finance S.a. r.l. Tyco Electronics Group S.A. Tyco Electronics Holding S.a.r.l. TyCom Holdings II SA	
Malaysia	AMP Products (Malaysia) Sdn. Bhd. Japan Original (M) Sdn Bhd Praegitzer Asia Sdn. Bhd. Raychem Sdn. Berhad. Tyco Electronics (Malaysia) Sdn. Bhd. Tyco Electronics Dulmison (Malaysia) Sdn. Bhd. Tyco Manufacturing (Malaysia) Sdn. Bhd.	
Malta	Tyco Electronics (AMP Korea) Malta Limited Tyco Electronics (Korea) Malta Limited	
Marshall Islands	C.S. Tyco Decisive Inc. C.S. Tyco Dependable Inc. C.S. Tyco Durable Inc. C.S. Tyco Reliance Inc. C.S. Tyco Resolute Inc. C.S. Tyco Responder Inc.	
Mauritius	Tyco Electronics Asia Investments Limited	
Mexico	AMP Amermex, S.A. de C.V. Cima de Acuna S.A. de C.V. Corcom, S.A. de C.V. Kemex Holding Company, S.A. de C.V. Manufacturas y Conectores TYCO, S. de R.L. de C.V. Potter & Brumfield de Mexico, S.A. de C.V. Raychem Juarez, S.A. de C.V. Tyco Electronics Mexico, S.A. Tyco Electronics Servicios de Mexico, S. de R. L. de C. V. Tyco Electronics Tecnologias S.A. de C.V. Tyco Submarine Systems, S.A. de C.V.	
Netherlands	AMP Taiwan B.V. AMP Trading B.V. M/A-COM Eurotec B.V. Tyco Electronics Nederland B.V. Tyco Electronics Netherlands (AMP Italia) B.V. Tyco Electronics Netherlands (AMP Korea) B.V. Tyco Electronics Netherlands (AMP Singapore) Cooperatief U.A. Tyco Electronics Netherlands (Belgium) B.V. Tyco Electronics Netherlands (Canada) B.V. Tyco Electronics Netherlands (Chile) Cooperatief U.A. Tyco Electronics Netherlands (Denmark) Cooperatief U.A. Tyco Electronics Netherlands (Electronics Shanghai) Cooperatief U.A.	

Tyco Electronics Ltd.
Subsidiaries of the Registrant

Jurisdiction	Entity Name	State
	Tyco Electronics Netherlands (Gibraltar China) B.V.	
	Tyco Electronics Netherlands (Gibraltar India) B.V.	
	Tyco Electronics Netherlands (Germany Holding) B.V.	
	Tyco Electronics Netherlands (Ireland) Coöperatief U.A.	
	Tyco Electronics Netherlands (Italia Products) B.V.	
	Tyco Electronics Netherlands (Korea) B.V.	
	Tyco Electronics Netherlands (Malaysia) Cooperatief U.A.	
	Tyco Electronics Netherlands (Norway) Cooperatief U.A.	
	Tyco Electronics Netherlands (Peru) Cooperatief U.A.	
	Tyco Electronics Netherlands (Poland) Cooperatief U.A.	
	Tyco Electronics Netherlands (PRS Canada) B.V.	
	Tyco Electronics Netherlands (Shanghai) Cooperatief U.A.	
	Tyco Electronics Netherlands (Singapore) B.V.	
	Tyco Electronics Netherlands (Sweden) Cooperatief U.A.	
	Tyco Electronics Netherlands (Switzerland) B.V.	
	Tyco Electronics Netherlands (Technologies) Cooperatief U.A.	
	Tyco Electronics Netherlands (Transpower) Cooperatief U.A.	
	Tyco Electronics Netherlands (Turkey) Cooperatief U.A.	
	Tyco Electronics Netherlands (UK) Cooperatief U.A.	
	Tyco Electronics Netherlands Holding B.V.	
	Tyco Networks (Netherlands) B.V.	
New Zealand	Tyco Electronics NZ Limited	
Norway	Tyco Electronics Norge AS Tyco Networks Norway AS	
Panama	TYCO SUBMARINE SYSTEMS, INC.	
Peru	Tyco Electronics Del Peru S.A.C. TyCom Networks (Peru) S.A.	
Philippines	Tyco Electronics Philippines, Inc.	
Poland	TYCO Electronics Polska Sp.z.o.o.	
Portugal	Tyco Electronics Componentes Electromecanicos Lda.	
Puerto Rico	M/A-COM, Inc. (branch)	
Rep of Slovenia	Tyco Electronics d.o.o. (Slovenia)	
Russia	Rayenergo (ZAO Rayenergo) Tyco Electronics Rus OOO	
Saudi Arabia	Raychem Saudi Arabia Limited (49%)	
Scotland	Madison Cable Limited	
Singapore	AMP Singapore Pte. Ltd. Crompton Instruments (South-East Asia) Pte. Ltd. Dynavision Electronics Pte Ltd Raychem Singapore Pte. Limited Tyco Electronics AMP Manufacturing (S) Pte Ltd Tyco Electronics Manufacturing Singapore Pte. Ltd.	

**Tyco Electronics Ltd.
Subsidiaries of the Registrant**

Jurisdiction	Entity Name	State
	Tyco Electronics Singapore Pte Ltd Tyco Networks (Singapore) PTE LTD	
South Africa	Tyco Electronics South Africa (Proprietary) Ltd.	
South Korea	Tyco Electronics AMP Korea Limited Tyco Electronics Raychem Korea Limited	
Spain	Mondragon Telecommunications S.L. Tyco Electronics AMP Espana, S.A. Tyco Electronics Raychem SA Tyco Iberia, S.L. Tyco Marine, S.A. Tyco Networks Iberica, S.L.	
Sweden	Tyco Electronics Svenska AB	
Switzerland	Tyco Electronics (Schweiz) HFI GmbH Tyco Electronics (Schweiz) Holding II GmbH Tyco Electronics Finance Alpha GmbH Tyco Electronics Holding S.a. r.l., Luxembourg (LU), E-Finance Schaffhausen branch Tyco Electronics Holding S.a. r.l., Luxembourg (LU), Schaffhausen branch Tyco Electronics Logistics AG Tyco Electronics Services GmbH Tyco International Services GmbH	
Taiwan	AMP Manufacturing Taiwan Co. Ltd Raychem Pacific Corporation (50%) Taiwan Superior Electric Co., Ltd. Taliq Taiwan Limited Tyco Electronics Holdings (Bermuda) No. 7 Limited, Taiwan Branch Tyco Electronics Taiwan Co., Ltd.	
Thailand	Tyco Electronics (Thailand) Ltd Tyco Electronics Dulmison (Thailand) Co., Ltd.	
Turkey	Tyco Elektronik AMP Ticaret Limited Sirketi	
UAE	Dorman Smith Switchgear LLC (49%) Tyco Electronics Middle East FZE Tyco Electronics Middle East FZE (Dubai Branch)	
Ukraine	Tyco Electronics Ukraine Limited	
United Kingdom	AMP Finance Limited AMP of Great Britain Limited B. & H. (Nottingham) Limited Belclere Limited Bowthorpe Industries Limited Communication Accessories Limited Critchley Finance (UK) Limited Critchley Group Limited	

Tyco Electronics Ltd.
Subsidiaries of the Registrant

Jurisdiction	Entity Name	State
	Critchley Group Trustee Limited	
	Critchley HSI Systems Limited	
	Critchley Limited	
	Critchley Tecpro Limited	
	CROSTER ELECTRONICS LIMITED	
	CTT Limited	
	Ditel Limited	
	Dorman Smith Holdings Limited	
	Dorman Smith Switchgear Limited	
	Dulmison (UK) Ltd.	
	Flowlyne (UK) Limited	
	Gresham Land and Estates (ADC) Limited	
	Jessar Engineering Limited	
	Kurtbrook Limited	
	M.A.M. Rubber Manufacturing Company Limited	
	M/A-COM (U.K.) Limited	
	M/A-COM Greenpar Limited	
	M/A-COM Limited	
	Pinacl Communication Systems Limited	
	Pinacl Limited	
	Pinacl Whitehall Limited	
	Quad Europe Limited	
	Quad Systems Holdings Limited	
	Quad Systems Limited	
	Raychem Limited	
	Sigmaform (UK) Limited	
	Soundtouch Limited	
	Stappard Howes Design Limited	
	Stappard Howes Projects Limited	
	TDI Batteries (Europe) Limited	
	TGN EURO Link Limited	
	TVM Distribution Limited	
	TVM Group UK Limited	
	Tyco Electronics Cables Limited	
	Tyco Electronics Components Limited	
	Tyco Electronics Energy (UK) Limited	
	Tyco Electronics Holdings Limited	
	Tyco Electronics Labels Limited	
	Tyco Electronics Limited	
	Tyco Electronics Motors Limited	
	Tyco Electronics UK Holdings Ltd.	
	Tyco Electronics UK Infrastructure Limited	
	Tyco Electronics UK Ltd.	
	Tyco Electronics VI	
	Tyco Telecommunications (UK) Ltd	
	TyCom Contracting (UK) Limited	
	West Hyde Developments Limited	
United States	999 Arques Corp. (33.3%)	CA
	Adhesive Technologies, Inc.	PA
	Advanced Packaging Systems	CA
	Allegheny Corp.	DE
	AMP INVESTMENTS INC.	DE
	APS Group Holding, Inc.	NV
	BWD Property, LLC	NH

Tyco Electronics Ltd.
Subsidiaries of the Registrant

Jurisdiction	Entity Name	State
	C.S. Charles L. Brown, L.P.	DE
	C.S. Global Link, L.P.	DE
	C.S. Global Mariner, L.P.	DE
	C.S. Global Sentinel, L.P. (55%)	DE
	C.S. Long Lines, L.P.	DE
	Chemgene Corporation	NY
	Electro-Trace Corporation	NY
	Grinnell US Holding Corp.	NV
	Image Scan, Inc.	UT
	Interamics	CA
	Laser Diode Holdings, Inc.	NV
	M/A-COM, INC.	FL
	Palomar Precision Tubes, Inc.	CA
	Pinacl Communications, Inc.	DE
	Precision Interconnect, Inc.	NV
	Printed Circuits, Inc.	FL
	Raychem (Delaware) Ltd.	DE
	Raychem Gulf Coast, Inc.	TX
	Raychem International Corporation	CA
	Raychem International Manufacturing LLC	CA
	Raychem Radiation Technologies, Inc.	CA
	Rayshrink Corporation	CA
	Raythene Systems Corporation	CA
	Remtek International, Inc.	CA
	Sigma Circuits, Inc.	DE
	Sigma GP Holding, Inc.	NV
	Sigma Holding Corp.	DE
	Sigma Printed Circuits Holding Corp.	DE
	Techcon International Ltd.	DE
	TEG Pool LLC	NV
	Terraworx Inc.	NV
	Thermacon, Inc.	OH
	The Rochester Corporation	DE
	The Whitaker Corporation	DE
	TME Management Corp.	DE
	TPCG Holding	DE
	Transoceanic Cable Ship Company, Inc.	NY
	Transpower Technologies, Inc.	NV
	Tyco Electronics (FC), Inc.	TX
	Tyco Electronics (NV), LLC	NV
	Tyco Electronics (US) Holdings, Inc.	DE
	Tyco Electronics (US) Inc.	NV
	Tyco Electronics Corporate Holdings, Inc.	DE
	Tyco Electronics Corporation	PA
	Tyco Electronics Group Holding Corp.	NV
	Tyco Electronics Holding Corp.	NV
	Tyco Electronics Latin America Holding LLC	NV
	Tyco Electronics Printed Circuit Group LP	DE
	Tyco Electronics Receivables Funding LLC	DE
	Tyco Electronics RIMC Holding LLC	DE
	Tyco Electronics Sailing, Inc.	NV
	Tyco Electronics SPC, Inc.	DE
	Tyco Electronics Technology Resources, Inc.	DE
	Tyco Electronics Telecom OSP Holding Corp.	NV
	Tyco Integrated Cable Systems, Inc.	MA

Tyco Electronics Ltd.
Subsidiaries of the Registrant

Jurisdiction	Entity Name	State
	Tyco Telecommunications (US) Inc.	DE
	TyCom (US) Holdings, Inc.	NV
	TyCom Management Inc.	NV
	Unistrut Corporation	DE
	Wormald Americas, Inc.	DE
Uruguay	Raychem Uruguay S.A.	
Venezuela	Amp de Venezuela, C.A.	
	Tyco Electronics de Venezuela, C.A.	
	Tyco Submarine Systems, C.A.	
Vietnam	Tyco Electronics Vietnam Limited Liability Company	

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-3 (File No. 333-152069) and on Forms S-8 (File Nos. 333-144355 and 333-144369) of our reports dated November 18, 2009, relating to (i) the consolidated and combined financial statements and financial statement schedule of Tyco Electronics Ltd. and subsidiaries (which report expresses an unqualified opinion on the financial statements and financial statement schedule and includes explanatory paragraphs referring to a) related party transactions with Tyco International Ltd. and allocations of corporate overhead, net class action settlement costs, net interest expense, and other expenses from Tyco International which may not be reflective of the actual level of costs which would have been incurred had Tyco Electronics operated as a separate entity apart from Tyco International, b) the adoption of certain new items in ASC 740 (Income Taxes) in 2008, and c) certain guarantee commitments with Tyco International and Covidien plc) and (ii) the effectiveness of Tyco Electronics Ltd. and subsidiaries' internal control over financial reporting appearing in this Annual Report on Form 10-K of Tyco Electronics Ltd. and subsidiaries for the year ended September 25, 2009.

/s/ Deloitte & Touche LLP

Philadelphia, Pennsylvania
November 18, 2009

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[Exhibit 23.1](#)

[CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM](#)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That each person whose signature appears below, as a Director of Tyco Electronics Ltd. (the "Company"), a Swiss corporation with its general offices at Rheinstrasse 20, CH-8200 Schaffhausen, Switzerland, does hereby make, constitute and appoint Thomas J. Lynch, Chief Executive Officer, Terrence R. Curtin, Executive Vice President and Chief Financial Officer, Robert A. Scott, Executive Vice President and General Counsel, or any one of them acting alone, his or her true and lawful attorneys, with full power of substitution and resubstitution, in his or her name, place and stead, in any and all capacities, to execute and sign the Company's Annual Report on Form 10-K for the fiscal year ended September 25, 2009, and any and all amendments thereto, and documents in connection therewith, to be filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, giving and granting unto said attorneys full power and authority to do and perform such actions as fully as they might have done or could do if personally present and executing any of said documents.

Dated and effective as of the 17th of November 2009.

/s/ THOMAS J. LYNCH

Thomas J. Lynch, Director

/s/ PIERRE R. BRONDEAU

Pierre R. Brondeau, Director

/s/ RAM CHARAN

Ram Charan, Director

/s/ JUERGEN W. GROMER

Juergen W. Gromer, Director

/s/ ROBERT M. HERNANDEZ

Robert M. Hernandez, Director

/s/ DANIEL J. PHELAN

Daniel J. Phelan, Director

/s/ FREDERIC M. POSES

Frederic M. Poses, Director

/s/ LAWRENCE S. SMITH

Lawrence S. Smith, Director

/s/ PAULA A. SNEED

Paula A. Sneed, Director

/s/ DAVID P. STEINER

David P. Steiner, Director

/s/ JOHN C. VAN SCOTER

John C. Van Scoter, Director

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[EXHIBIT 24.1](#)
[POWER OF ATTORNEY](#)

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Thomas J. Lynch, certify that:

1. I have reviewed this Annual Report on Form 10-K of Tyco Electronics Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions);
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 18, 2009

/s/ THOMAS J. LYNCH

Thomas J. Lynch
Chief Executive Officer

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[Exhibit 31.1](#)

[CERTIFICATION OF CHIEF EXECUTIVE OFFICER](#)

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Terrence R. Curtin, certify that:

1. I have reviewed this Annual Report on Form 10-K of Tyco Electronics Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 18, 2009

/s/ TERRENCE R. CURTIN

Terrence R. Curtin
Executive Vice President and Chief Financial Officer

QuickLinks

[Exhibit 31.2](#)

[CERTIFICATION OF CHIEF FINANCIAL OFFICER](#)

**TYCO ELECTRONICS LTD.
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned officers of Tyco Electronics Ltd. (the "Company") hereby certify to their knowledge that the Company's annual report on Form 10-K for the fiscal year ended September 25, 2009 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ THOMAS J. LYNCH

Thomas J. Lynch
Chief Executive Officer
November 18, 2009

/s/ TERRENCE R. CURTIN

Terrence R. Curtin
Executive Vice President and Chief Financial Officer
November 18, 2009

QuickLinks

[Exhibit 32.1](#)

[TYCO ELECTRONICS LTD. CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)

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