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Description: Form 6-k



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United States
Securities and Exchange Commission
Washington, D.C. 20549

Form 6-K
Report of Foreign Private Issuer Pursuant
to Rule 13a-16 or 15d-16 of the Securities Exchange Act of 1934
For the quarter ended June 30, 2002

Commission File Number 000-27811

CHARTERED SEMICONDUCTOR MANUFACTURING LTD
(Exact name of registrant as specified in its charter)

Not Applicable
(Translation of registrant's name into English)

Republic of Singapore
(Jurisdiction of incorporation or organization)

60 Woodlands Industrial Park D
Street 2, Singapore 738406
(65) 6362-2838

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports
under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark whether the registrant by furnishing the information
contained in this Form is also thereby furnishing the information to the
Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to registrant in
connection with Rule 12g3-2(b). Not applicable.

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The Company is incorporating by reference the information and exhibits set forth in this Form 6-K into its registration statements on Form F-3 (Registration No. 333-56878); Form S-8 (Registration No. 333-89849); Form S-8 (Registration No. 333-63814); and Form S-8 (Registration No. 333-63816).

CURRENCY OF PRESENTATION AND CERTAIN DEFINED TERMS

Unless the context otherwise requires, references herein to "we," "us," the "Company" or "Chartered" are to Chartered Semiconductor Manufacturing Ltd., a company organized under the laws of the Republic of Singapore.

In this Quarterly Report on Form 6-K ("Quarterly Report"), all references to "\$", "US\$", "dollars" and "U.S. dollars" are to the legal currency of the United States, and all references to "S\$" and "Singapore dollars" are to the legal currency of Singapore. References to a particular "fiscal" year are to our fiscal year ended December 31 of that year.

Our financial statements are presented in accordance with United States generally accepted accounting principles ("U.S. GAAP"). In this Quarterly Report, any discrepancies in any table between totals and the sums of the amounts listed are due to rounding.

FORWARD-LOOKING STATEMENTS MAY PROVE INACCURATE

This Quarterly Report contains forward-looking statements, as defined in the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995. These forward-looking statements, including without limitation, statements relating to our plans for Fab 7 (including the initial production date), the accruals we have made for the estimated cost of obtaining technology licenses and our plans for technology roadmap (including the initial pilot production date on 90-nanometer core logic wafers), are subject to certain risks and uncertainties, which could cause actual results to differ materially from historical results or those anticipated. Among the factors that could affect the forward-looking statements are: changes in the industry and market outlook and trends, specifically in the foundry services and communications segments; economic conditions in the United States as well as globally; customer demand and adoption of new technology; unforeseen delays or interruptions in our plans for our fabrication facilities (including Fab 7); the performance level of and technology mix in our fabrication facilities; the availability of our equipment; the successful implementation of our partnerships, technology and supply alliances; the availability of timely regulatory approvals and financing and terms thereof; the rate of technology migration, the competitiveness of our technology roadmap and intellectual property portfolio and changes in our internal development plans. Although we believe the expectations reflected in such forward-looking statements are based upon reasonable assumptions, we can give no assurance that our expectations will be attained. In addition, a description of certain other risks and uncertainties which could cause actual results to differ materially from those indicated in the forward-looking statements can be found in the section captioned "Risk Factors" in our Annual Report on Form 20-F filed with the Securities and Exchange Commission. You are cautioned not to place undue reliance on these forward-looking statements, which are based on the current view of management on future events. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

CHARTERED SEMICONDUCTOR MANUFACTURING LTD AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
AND COMPREHENSIVE INCOME (LOSS)
 (In thousands of U.S. Dollars, except share and per share data)

<TABLE>

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	US GAAP			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2001	2002	2001	2002
<S>				
Net revenue	\$ 100,672	\$ 127,458	\$ 307,361	\$ 211,820
Cost of revenue	164,136	162,053	360,485	310,173
Gross loss	(63,464)	(34,595)	(53,124)	(98,353)
Operating expenses:				
Research and development	20,664	21,605	41,855	46,313
Fab start-up costs	3,741	1,465	9,118	3,366
Sales and marketing	9,267	10,278	17,487	19,972
General and administrative	10,562	10,287	23,460	24,852
Total operating expenses	44,234	43,635	91,920	94,503
Operating loss	(107,698)	(78,230)	(145,044)	(192,856)
Equity in loss of SMP	(25,220)	(21,969)	(43,852)	(51,787)
Other income	5,457	6,771	13,048	11,980
Interest income	14,947	3,919	27,801	8,265
Interest expense	(11,649)	(10,551)	(15,008)	(21,298)
Exchange gain (loss)	2,952	(1,964)	1,556	(194)
Loss before income taxes	(121,211)	(102,024)	(161,499)	(245,890)
Income tax expense	(4,643)	(1,023)	(13,256)	(2,602)
Loss before minority interest	(125,854)	(103,047)	(174,755)	(248,492)
Minority interest in loss of CSP	18,297	12,375	36,290	29,452
Net loss	\$ (107,557)	\$ (90,672)	\$ (138,465)	\$ (219,040)
Derivative and hedging activities, including cumulative effect-type-adjustment in 2001	\$ 2,787	\$ (79)	\$ 2,208	\$ 4,320
Foreign currency translation	(6)	27	(22)	19
Other comprehensive income (loss)	2,781	(52)	2,186	4,339
Comprehensive loss	\$ (104,776)	\$ (90,724)	\$ (136,279)	\$ (214,701)
Net loss per share and ADS	\$ (0.08)	\$ (0.07)	\$ (0.10)	\$ (0.16)
Diluted net loss per share	(0.08)	(0.07)	(0.10)	(0.16)
Basic net loss per ADS	\$ (0.78)	\$ (0.65)	\$ (1.00)	\$ (1.58)
Diluted net loss per ADS	(0.78)	(0.65)	(1.00)	(1.58)
Number of shares (in millions) used in computing:				
-- basic net loss per share	1,381.3	1,386.0	1,380.7	1,385.2
-- effect of dilutive options	--	--	--	--
-- diluted net loss per share	1,381.3	1,386.0	1,380.7	1,385.2
Number of ADS (in millions) used in computing:				
-- basic net loss per ADS	138.1	138.6	138.1	138.5
-- effect of dilutive options	--	--	--	--
-- diluted net loss per ADS	138.1	138.6	138.1	138.5

</TABLE>

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

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CHARTERED SEMICONDUCTOR MANUFACTURING LTD AND SUBSIDIARIES
 UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
 (In thousands of U.S. Dollars)

<TABLE>
<CAPTION>

	U.S. GAAP	
	As of	
	December 31, 2001	June 30, 2002
<S>		
ASSETS		
Cash and cash equivalents	\$ 1,041,616	\$ 831,377
Accounts receivable	91,419	110,239
Inventories	12,766	18,915
Other current assets	16,439	18,721
Total current assets	1,162,240	979,252
Property, plant and equipment, net	1,853,421	1,842,419
Investment in SMP	77,406	56,389
Other non-current assets	51,275	48,745
Total assets	\$3,144,342	\$2,926,805
LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts payable	\$ 82,743	\$ 131,378
Current installments of long-term debt	198,160	86,463
Accrued operating expenses	153,635	160,198
Other current liabilities	85,215	42,857
Total current liabilities	519,753	420,896
Long-term debt, excluding current installments	914,070	1,033,329
Other liabilities	66,298	64,178
Total liabilities	1,500,121	1,518,403
Minority interest	61,589	34,374
Shareholders' equity	1,582,632	1,374,028
Total liabilities and shareholders' equity	\$3,144,342	\$2,926,805

</TABLE>

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

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CHARTERED SEMICONDUCTOR MANUFACTURING LTD AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands of U.S. Dollars)

<TABLE>
<CAPTION>

US GAAP		
For The Six Months Ended		
	June 30, 2001	June 30, 2002
	<C>	<C>
<S>		
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$ (138,465)	\$ (219,040)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Equity in loss of SMP	2,446	21,809
Depreciation and amortization	214,140	226,836
Foreign exchange gain on financing activities	(68)	(1,472)
Minority interest in loss of CSP	(36,290)	(29,452)
Gain (loss) on disposal of property, plant and equipment	(57)	38
Other	(11,004)	(21)
Changes in operating working capital:		
Accounts receivable	87,246	(12,054)
Amount due from (to) ST, ST affiliates and SMP, net	42,598	(21,540)
Inventories	22,382	(6,149)
Prepaid expenses	(914)	(2,180)
Trade accounts payable	(5,044)	7,161
Accrued operating expenses	(45,142)	6,563
Other current liabilities	5,911	(1,514)
Net cash provided by (used in) operating activities	137,739	(31,015)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property, plant, equipment and other assets	14,589	17,245
Purchase of property, plant and equipment	(307,382)	(169,459)
Technology license fees paid	(6,000)	(6,000)
Net cash used in investing activities	(298,793)	(158,214)
CASH FLOWS FROM FINANCING ACTIVITIES		
Customer deposits, net	14,633	(11,599)
Long-term debt		
Borrowings	610,625	135,000
Repayments	(77,850)	(149,367)
Issuance of shares by the Company, net	3,343	4,748
Capital lease payments	(2,129)	--
Net cash provided by (used in) financing activities	548,622	(21,218)
Net increase (decrease) in cash and cash equivalents	387,568	(210,447)
Effect of exchange rate changes on cash and cash equivalents	(802)	208
Cash at the beginning of the period	924,116	1,041,616
Cash at the end of the period	\$1,310,882	\$ 831,377

</TABLE>

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



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CHARTERED SEMICONDUCTOR MANUFACTURING LTD
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2002

1. Business and Organization

Chartered Semiconductor Manufacturing Ltd. currently owns, or has an interest in, six fabrication facilities, all of which are located in Singapore. Fabs 1, 2 and 3 are wholly-owned and operated by the Company. The Company does not have a Fab 4. Fab 5 is operated by Silicon Manufacturing Partners Pte. Ltd. ("SMP"), which is jointly-owned with Agere Systems Singapore Pte. Ltd. ("Agere"). Fab 6 is operated by Chartered Silicon Partners Pte. Ltd. ("CSP"), a consolidated subsidiary, which is jointly-owned with Agilent Technologies Europe B.V. ("Agilent"), Singapex Investments Pte. Ltd. ("Singapex"), a wholly-owned subsidiary of Singapore Technologies Pte. Ltd. ("ST") and EDB Investments Pte. Ltd. ("EDBI"). Our sixth fab, Fab 7, in the process of being developed as the Company's first 300-mm facility, is ready for equipment installation. Fab 7 is wholly-owned and will be operated by the Company. Based on current assessment of the market demand, initial production from Fab 7 is expected in late third quarter of 2003.

The Company was incorporated in Singapore in 1987. As of June 30, 2002, the Company was 60.5% owned by ST, and its affiliates. ST is one of Singapore's largest industrial conglomerates and is indirectly wholly-owned by the Government of Singapore.

2. Basis of Presentation

The results of operations reflect the interim adjustments, all of which are of a normal recurring nature and which, in the opinion of management, are necessary for a fair presentation of the results for such interim period. The results reported in these unaudited condensed consolidated financial statements should not be regarded as necessarily indicative of results that may be expected for the entire year. These financial statements should be read in conjunction with the audited consolidated financial statements included in the Company's Annual Report on Form 20-F for the year ended December 31, 2001.

3. Principles of Consolidation

The accompanying condensed quarterly financial statements reflect the consolidated financial statements of Chartered Semiconductor Manufacturing Ltd. and its majority owned and controlled affiliates. All significant inter-company balances and transactions have been eliminated in consolidation.

4. Contingencies

As is typical in the semiconductor industry, the Company from time to time receives communications from third parties asserting patents that cover certain of its technologies and alleging infringements of certain intellectual property rights of others. The Company has acquired certain technology licenses and may seek to obtain other licenses in the future. There can be no assurance that the Company will be able to obtain such future licenses on commercially reasonable terms, or at all.



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The Company has accrued a liability for, and charged to the results of operations, the estimated costs of obtaining such licenses for third party technology. The amount accrued was \$10.8 million as of June 30, 2002. No assurance can be given that such provisions are adequate.

5. Inventories

The Company states inventories at the lower of cost, determined on the weighted average basis, or market (net realizable value) and they consist of the following:

<TABLE>

<CAPTION>

	As of	
	December 31, 2001	June 30, 2002
(In thousands of U.S. Dollars)		
<S>	<C>	<C>
Raw materials	\$ 1,147	\$ 1,399
Work in process	7,263	13,948
Consumable supplies and spares	4,850	3,771
	-----	-----
Allowance for inventory obsolescence	13,260	19,118
	(494)	(203)
	-----	-----
	\$12,766	\$18,915
	=====	=====

</TABLE>

6. Long-term debt

The Company's long-term debt is summarized below:

<TABLE>

<CAPTION>

	As of	
	December 31, 2001	June 30, 2002
(In thousands of U.S. Dollars)		
<S>	<C>	<C>
Singapore dollar loans at fixed rates of 4% to 4.25% repayable in semi-annual installments	\$ 287,355	\$ 239,386
Singapore dollar loans at floating rates repayable in February 2002 and June 2002	54,620	--
U.S. dollar loan at floating rates repayable in semi-annual installments	184,800	284,000
2.50% Senior Convertible Notes Due 2006	585,455	596,406
	-----	-----
	1,112,230	1,119,792
Less current installments	(198,160)	(86,463)
	-----	-----
Long-term debt, excluding current installments	\$ 914,070	\$1,033,329
	=====	=====

</TABLE>

On May 14, 2002, the Company announced that it was seeking consents from one of its lenders and several of CSP's lenders to allow the Company to substantially increase CSP's net worth to enable CSP to satisfy a total debt to net worth ratio for two of its loans. Such increase in CSP's net worth was effected by converting amounts payable by CSP to the Company into a loan from the Company to CSP (the "Chartered Loan"). The Company has obtained the necessary consents from the lenders and CSP was in compliance with the total debt to net worth ratio as at June 30, 2002.

In obtaining the consents, the two CSP loan agreements were amended to include the corresponding Subordination Agreements which subordinated amounts under the Chartered Loan to the amounts due by CSP to its other lenders under the above two loans.

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7. Stock-based compensation

The Company measures stock-based employee compensation cost based on the intrinsic value at the grant date for financial statement purposes in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees", and its related interpretations.

Had the Company determined compensation cost based on the fair value at the grant date for its stock options under Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation", the Company's net loss would have been increased to the pro forma amounts indicated below:

<TABLE>

<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,	
	2001		2002	
	<C>	<C>	<C>	<C>
<S> Net loss				
As reported	\$ (107,557)	\$ (90,672)	\$ (138,465)	\$ (219,040)
Pro forma	\$ (125,753)	\$ (99,232)	\$ (179,707)	\$ (245,875)
Basic net loss per share				
As reported	\$ (0.08)	\$ (0.07)	\$ (0.10)	\$ (0.16)
Pro forma	\$ (0.09)	\$ (0.07)	\$ (0.13)	\$ (0.18)
Diluted net loss per share				
As reported	\$ (0.08)	\$ (0.07)	\$ (0.10)	\$ (0.16)
Pro forma	\$ (0.09)	\$ (0.07)	\$ (0.13)	\$ (0.18)
Basic net loss per ADS				
As reported	\$ (0.78)	\$ (0.65)	\$ (1.00)	\$ (1.58)
Pro forma	\$ (0.91)	\$ (0.72)	\$ (1.30)	\$ (1.78)
Diluted net loss per ADS				
As reported	\$ (0.78)	\$ (0.65)	\$ (1.00)	\$ (1.58)
Pro forma	\$ (0.91)	\$ (0.72)	\$ (1.30)	\$ (1.78)

</TABLE>

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Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

RESULTS OF OPERATIONS

The following table sets forth certain operating data as a percentage of net revenue for the periods indicated:

<TABLE>

<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,	
	2001	2002	2001	2002
(as a percentage of net revenue)				
<S>	<C>	<C>	<C>	<C>
Net revenue	100.0%	100.0%	100.0%	100.0%
Cost of revenue	163.0	127.1	117.3	(146.4)
Gross loss	(63.0)	(27.1)	(17.3)	(46.4)
Operating expenses:				
Research and development	20.5	17.0	13.6	21.9
Fab start-up costs	3.7	1.1	3.0	1.6
Sales and marketing	9.2	8.1	5.7	9.4
General and administrative	10.5	8.1	7.6	11.7
Total operating expenses	43.9	34.3	29.9	44.6
Operating loss	(106.9)	(61.4)	(47.2)	(91.0)
Equity in loss of SMP	(25.0)	(17.2)	(14.2)	(24.4)
Other income	5.4	5.3	4.2	5.7
Interest income	14.8	3.1	9.0	3.9
Interest expense	(11.6)	(8.3)	(4.8)	(10.1)
Exchange gain (loss)	2.9	(1.5)	0.5	(0.1)
Loss before income taxes	(120.4)	(80.0)	(52.5)	(116.1)
Income tax expense	(4.6)	(0.8)	(4.3)	(1.2)
Loss before minority interest	(125.0)	(80.8)	(56.8)	(117.3)
Minority interest in loss of CSP	18.2	9.7	11.8	13.9
Net loss	(106.8) %	(71.1) %	(45.0) %	(103.4) %

</TABLE>

Three months ended June 30, 2001 and June 30, 2002

Net revenue. Net revenue increased 26.6% from \$100.7 million for the three months ended June 30, 2001 to \$127.5 million for the three months ended June 30, 2002. All segments were up, with the largest increase attributable to the computer segment.

The number of eight-inch equivalent wafers shipped increased from 87.8 thousand wafers for the three months ended June 30, 2001 to 118.6 thousand wafers for the three months ended June 30, 2002, due to higher demand.

Average selling price decreased from \$1,147 per wafer for the three months ended June 30, 2001 to \$1,075 per wafer for the three months ended June 30, 2002, as market pricing declines more than offset the favorable impact of a richer product mix.

Cost of revenue and gross loss. Cost of revenue decreased 1.3% from \$164.1 million for the three months ended June 30, 2001 to \$162.1 million for the three months ended June 30, 2002. Lower direct costs and cost savings from our cost reduction programs were partly offset by higher



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depreciation of \$3.1 million as a result of an increase in installed capacity of approximately 3%. Gross loss was \$34.6 million, or negative 27.1% of net revenue, down from gross loss of \$63.5 million, or negative 63.0% of net revenue, for the same quarter a year ago, primarily due to significantly higher revenues.

Research and development expenses. Research and development expenses increased by 4.6% from \$20.7 million for the three months ended June 30, 2001 to \$21.6 million for the three months ended June 30, 2002. Investments have been stepped-up to accelerate the Company's technology roadmap which provides customers a breadth of processes enabling system-level integration.

Fab start-up costs. Fab start-up costs, all related to Fab 7, decreased 60.8% from \$3.7 million for the three months ended June 30, 2001 to \$1.5 million for the three months ended June 30, 2002, due to a moderated activity level.

Sales and marketing expenses. Sales and marketing expenses increased by 10.9% from \$9.3 million for the three months ended June 30, 2001 to \$10.3 million for the three months ended June 30, 2002, primarily due to expansion of worldwide sales and marketing activities to further enhance the level of customer support.

General and administrative expenses. General and administrative expenses decreased marginally by \$0.3 million from \$10.6 million for the three months ended June 30, 2001 to \$10.3 million for the three months ended June 30, 2002.

Equity in loss of SMP. Equity in loss of SMP decreased 12.9% from \$25.2 million for the three months ended June 30, 2001 to \$22.0 million for the three months ended June 30, 2002 due to an increase in utilization rates caused by higher demand. See "Investment in SMP" for a more detailed discussion.

Other income. Other income increased \$1.3 million from \$5.5 million for the three months ended June 30, 2001 to \$6.8 million for the three months ended June 30, 2002 as a result of higher recognizable grants from the Government of Singapore.

Interest income. Interest income decreased 73.8% from \$14.9 million for the three months ended June 30, 2001 to \$3.9 million for the three months ended June 30, 2002 due to a lower cash balance and lower interest rates on fixed deposits placed.

Interest expense. Interest expense decreased \$1.0 million from \$11.6 million for the three months ended June 30, 2001 to \$10.6 million for the three months ended June 30, 2002, due primarily to lower interest rates.

Exchange gain (loss). We recognized an exchange loss of \$2.0 million for the three months ended June 30, 2002 compared with a gain of \$3.0 million for the three months ended June 30, 2001. The exchange loss of \$2.0 million for the three months ended June 30, 2002 was due primarily to the weakening of the U.S. dollar against the Singapore dollar and Japanese yen.

Income tax expense. Income taxes decreased 78.0% from \$4.6 million for the three months ended June 30, 2001 to \$1.0 million for the three months ended June 30, 2002 due to lower taxes payable on the lower level of interest income and lower taxes payable on Fab 1's income. In the three months ended June 30, 2001, income taxes on Fab 1's income were accrued based on the full corporate tax rate of 24.5%, whereas in the three months ended June 30, 2002, the taxes were



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accrued based on the concessionary rate of 10%, as we obtained post-pioneer status for Fab 1 in fourth quarter 2001.

Minority interest in loss of CSP. Minority interest in loss of CSP decreased from \$18.3 million for the three months ended June 30, 2001 to \$12.4 million for the three months ended June 30, 2002, primarily due to significantly higher utilization resulting from increased demand for leading-edge products, partially offset by higher depreciation.

Six months ended June 30, 2001 and June 30, 2002

Net revenue. Net revenue decreased 31.1% from \$307.4 million for the six months ended June 30, 2001 to \$211.8 million for the six months ended June 30, 2002. The significant drop in revenues was due to lower shipments to the communications and memory segments.

The number of eight-inch equivalent wafers shipped decreased from 254.2 thousand wafers for the six months ended June 30, 2001 to 200.2 thousand wafers for the six months ended June 30, 2002, due to lower demand.

Average selling price decreased from \$1,209 per wafer for the six months ended June 30, 2001 to \$1,058 per wafer for the six months ended June 30, 2002 as market pricing declines more than offset the favorable impact of a richer product mix.

Cost of revenue and gross loss. Cost of revenue decreased 14.0% from \$360.5 million for the six months ended June 30, 2001 to \$310.2 million for the six months ended June 30, 2002. Lower direct costs and cost savings from our cost reduction programs were offset by higher depreciation of \$5.2 million as a result of increased installed capacity of approximately 3%. Gross loss was \$98.4 million, or negative 46.4% of net revenue, up from gross loss of \$53.1 million, or negative 17.3% of net revenue, for the same period a year ago, reflecting the impact of lower revenues.

Research and development expenses. Research and development expenses increased by 10.7% from \$41.9 million for the six months ended June 30, 2001 to \$46.3 million for the six months ended June 30, 2002 as the Company stepped up investments in next-generation technologies and modules in support of its strategy to provide a full suite of processes necessary for enabling system-level integration.

Fab start-up costs. Fab start-up costs decreased 63.1% from \$9.1 million for the six months ended June 30, 2001 to \$3.4 million for the six months ended June 30, 2002, due to a moderated activity level.

Sales and marketing expenses. Sales and marketing expenses increased 14.2% from \$17.5 million for the six months ended June 30, 2001 to \$20.0 million for the six months ended June 30, 2002, primarily due to increased support for customer prototyping services and higher spending for worldwide sales and marketing activities to further enhance the level of customer support.

General and administrative expenses. General and administrative expenses increased 5.9% from \$23.5 million for the six months ended June 30, 2001 to \$24.9 million for the six months ended June 30, 2002 due primarily to an employee leave clearance program that extended throughout 2001, partly offset by a reduction in other payroll related expenses.



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Equity in loss of SMP. Our share of the loss in SMP increased 18.1% from \$43.9 million for the six months ended June 30, 2001 to \$51.8 million for the six months ended June 30, 2002 due primarily to a significant drop in the utilization rates caused by reduced demand. See "Investment in SMP" for a more detailed discussion.

Other income. Other income decreased \$1.0 million from \$13.0 million for the six months ended June 30, 2001 to \$12.0 million for the six months ended June 30, 2002.

Interest income. Interest income decreased 70.3% from \$27.8 million for the six months ended June 30, 2001 to \$8.3 million for the six months ended June 30, 2002 due to a lower cash balance and lower interest rates on fixed deposits placed.

Interest expense. Interest expense increased 41.9% from \$15.0 million for the six months ended June 30, 2001 to \$21.3 million for the six months ended June 30, 2002, due primarily to higher interest expense associated with the Company's \$575 million 2.5% Senior Convertible Notes due 2006, which were issued in April 2001.

Exchange gain (loss). We recognized an exchange gain of \$1.6 million for the six months ended June 30, 2001 and an exchange loss of \$0.2 million for the six months ended June 30, 2002. The exchange differences are due primarily to currency fluctuations between the U.S. dollar and the Singapore dollar and Japanese yen.

Income tax expense. Income taxes decreased from \$13.3 million for the six months ended June 30, 2001 to \$2.6 million for the six months ended June 30, 2002 due to lower taxes payable on the lower level of interest income and lower taxes payable on Fab 1's income. In the six months ended June 30, 2001, income taxes on Fab 1's income were accrued based on the full corporate tax rate of 24.5%, whereas in the six months ended June 30, 2002, the taxes were accrued based on the concessionary rate of 10%, as we obtained post-pioneer status for Fab 1 in fourth quarter 2001.

Minority interest in loss of CSP. Minority interest in loss of CSP decreased from \$36.3 million for the six months ended June 30, 2001 to \$29.5 million for the six months ended June 30, 2002, primarily due to significantly higher utilization resulting from increased demand for leading-edge products, partially offset by higher depreciation.

LIQUIDITY AND CAPITAL RESOURCES

As of June 30, 2002, our principal sources of liquidity included \$831.4 million in cash and cash equivalents and \$620.4 million of unutilized banking and credit facilities consisting of short and medium term advances and bank guarantees.

Net cash provided by operating activities totaled \$137.7 million for the six months ended June 30, 2001. Net cash used in operating activities totaled \$31.0 million for the six months ended June 30, 2002. The decrease was primarily due to the higher net loss incurred for the six months ended June 30, 2002, compared with the corresponding period in 2001, after taking into account the effect of non-cash adjustments and the unfavorable working capital change. The non-cash adjustments in the six months ended June 30, 2002 were primarily due to depreciation and amortization, minority interest in loss of CSP and equity in loss of SMP. The unfavorable working capital change during the same period was primarily due to the decrease in amounts due to SMP, and an increase in accounts receivable and inventories, partly offset by an increase in trade accounts payable and accrued operating expenses.



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Net cash used in investing activities totaled \$298.8 million for the six months ended June 30, 2001 and \$158.2 million for the six months ended June 30, 2002. Investing activities consisted primarily of capital expenditures totaling \$307.4 million for the six months ended June 30, 2001 and \$169.5 million for the six months ended June 30, 2002. Capital expenditures for the six months ended June 30, 2002 were mainly related to the purchase of production equipment for Fab 6 (CSP) and equipment for R&D use.

Net cash provided by financing activities totaled \$548.6 million for the six months ended June 30, 2001 and was primarily from the cash proceeds from our 2.5% Senior Convertible Notes due 2006, issued in early April 2001 and long-term borrowings incurred to finance the capital expenditures at CSP, partly offset by the repayment of term loans. Net cash used in financing activities totaled \$21.2 million for the six months ended June 30, 2002. This was primarily due to the repayment of loans and refund of customer deposits partly offset by long-term borrowings incurred to finance the capital expenditures at CSP.

In our 6-K filed on May 14, 2002, we announced that we were seeking consents from one of our lenders and several of CSP's lenders to allow us to substantially increase CSP's net worth to enable CSP to satisfy a total debt to net worth ratio for two of its loans. Such increase in CSP's net worth was effected by converting amounts payable by CSP to us into a loan from us to CSP (the "Chartered Loan"). We have obtained the necessary consents from the lenders and CSP was in compliance with the total debt to net worth ratio as at June 30, 2002.

In obtaining the consents, the two CSP loan agreements were amended to include the corresponding Subordination Agreements which subordinated amounts under the Chartered Loan to the amounts due by CSP to its other lenders under the above two loans. Copies of the amendments and the corresponding Subordination Agreements are attached hereto as Exhibits 6.2 to 6.5 and are incorporated by reference.

Further, one of the CSP loan agreements was also amended to ensure that it continued to recognize a new guarantee from the guarantor banks in favor of the Economic Development Board, replacing the existing guarantee. A copy of the Fourth Supplemental Agreement dated May 21, 2002 is attached hereto as Exhibit 6.1 and incorporated by reference.

MODIFICATION OF AGERE JOINT DEVELOPMENT AGREEMENT

In our most recent Form 20-F, we indicated that as a result of Agere Systems Inc.'s recent initiatives to increase manufacturing flexibility, we and Agere Systems Inc. would work together to develop potential modifications to our joint development agreement which would better align with Agere Systems Inc.'s evolving fab-lite strategy. An amendment to the original July 2000 agreement, which covered 0.13-micron, 100-nanometer and 80-nanometer process technologies, was signed by the two parties on June 28, 2002. A copy of the Amended and Restated Joint Development Agreement is attached hereto as Exhibit 6.6 and is hereby incorporated by reference.

Development work on the first node, 0.13-micron, is substantially completed. We have taken sole responsibility for the second and third nodes and are staffing the activity accordingly. Under the amendment, if requested by us, Agere Systems Inc. will provide consulting services on technical issues for the first and second nodes, on mutually agreeable terms. We are free to engage with another technology partner on the second and subsequent nodes.

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 INVESTMENT IN SMP

Our investment in SMP as of December 31, 2001 and June 30, 2002 is shown below:

<TABLE>

<CAPTION>

As of			
	December 31, 2001	June 30, 2002	
(in thousands of U.S. Dollars)			
<S>	<C>	<C>	
Cost	\$120,959	\$120,959	
Share of retained post-formation losses	(33,273)	(55,082)	
Share of accumulated other comprehensive loss	(10,280)	(9,488)	
	\$ 77,406	\$ 56,389	
	=====	=====	

</TABLE>

We account for our 49% investment in SMP using the equity method. Under the strategic alliance agreement, the parties do not share SMP's net results in the same ratio as the equity holding. Instead, each party is entitled to the gross profits from sales to the customers that it directs to SMP, after deducting its share of the overhead costs of SMP. Accordingly, we account for our share of SMP's net results based on the gross profits from sales to the customers that we direct to SMP, after deducting our share of the overhead costs.

Under the assured supply and demand agreement that both the joint venture partners signed with SMP, the joint venture partners are billed for allocated wafer capacity if the wafers started for them are less than their allocated capacity. The allocated wafer capacity billed and billable to us was \$21.5 million and \$9.0 million for the three months ended June 30, 2001 and 2002, respectively, and \$41.4 million and \$30.0 million for the six months ended June 30, 2001 and 2002, respectively.

Reconciliation of equity in loss of SMP between consolidated statements of operations and consolidated statements of cash flows:

<TABLE>

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	Three Months Ended June 30,		Six Months Ended June 30,	
	2001	2002	2001	2002
	<C>	<C>	<C>	<C>
<S>				
Equity in loss of SMP in consolidated statements of operations	\$(25,220)	\$(21,969)	\$(43,852)	\$(51,787)
Allocated wafer capacity cost	21,498	8,968	41,406	29,978
	=====	=====	=====	=====
Equity in loss of SMP in consolidated statements of cash flows	\$ (3,722)	\$ (13,001)	\$ (2,446)	\$ (21,809)
	=====	=====	=====	=====

</TABLE>

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Summarized financial information for SMP is shown below:

<TABLE>
<CAPTION>

	As of	
	December 31, 2001	June 30 2002
<S>		(in thousands of U.S. Dollars)
Current assets	\$ 164,663	\$ 175,906
Other assets	3,696	3,192
Property, plant and equipment	512,376	466,477
Current installments of long-term debt	(96,429)	(107,143)
Other current liabilities	(42,554)	(55,165)
Long-term debt	(278,571)	(225,000)
Other liabilities	(25,984)	(21,831)
Shareholders' equity	\$ 237,197	\$ 236,436

</TABLE>
<TABLE>
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	Three Months Ended June 30,		Six Months Ended June 30,	
	2001	2002	2001	2002
<S>	<C>	<C>	<C>	<C>
Net revenue(1)	\$ 55,157	\$ 73,841	\$ 147,138	\$ 134,503
Gross profit	6,946	11,304	36,254	16,663
Operating income	5,035	9,324	32,730	12,489
Net income (loss)	(5,251)	1,289	19,178	(2,378)

Note (1): Net revenue includes billings for allocated wafer capacity of \$28.8 million and \$10.9 million for the three months ended June 30, 2001 and 2002, respectively, and \$53.7 million and \$37.6 million for the six months ended June 30, 2001 and 2002, respectively.

TECHNOLOGY ROADMAP

Periodically, the Company updates its technology roadmap based on industry trends, expected customer adoption of technology, and the Company's internal development plans. During the last year, the technology node expected to follow 0.13-micron has generally been re-targeted by the industry to 90-nanometer instead of 100-nanometer. Also, we believe customer adoption of 90-nanometer technology will occur later than earlier thought due primarily to industry challenges with 0.13-micron technology. Accordingly, the Company has re-targeted its 100-nanometer development program to 90-nanometer and has re-aligned its internal development schedule. Consistent with its plan to engage customers in the same design window as industry leaders, the Company anticipates that initial pilot production on 90-nanometer core logic wafers will take place in fourth quarter 2003.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our exposure to financial market risks derives primarily from the changes in interest rates and foreign exchange rates. To mitigate these risks, our company utilizes derivative financial instruments, the application of which is primarily for hedging purposes and not for speculative purposes.

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 INTEREST RATE RISK

Our cash equivalents and short-term investments are exposed to financial market risk due to fluctuation in interest rates, which may affect our interest income and the fair market value of our investments. We manage the exposure to financial market risk by performing ongoing evaluations of our investment portfolio and investing in short-term investment-grade corporate securities. These securities are highly liquid and generally mature within 12 months from our purchase date. Due to the short maturities of our investments, the carrying value approximates the fair value. In addition, we do not use our investments for trading or other speculative purposes.

We are exposed to interest rate risk on our existing floating rate debt and on additional debt financing that may be periodically needed for the capital expenditures associated with our capacity expansion and new fabs. The interest rate that we will be able to obtain on debt financing will depend on market conditions at that time, and may differ from the rates we have secured on our current debt.

As of June 30, 2002, our debt obligations are as follows:

<TABLE>
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	EXPECTED MATURITY DATE (IN THOUSANDS, EXCEPT INTEREST RATE)						WEIGHTED AVERAGE INTEREST RATE	DECEMBER 31, 2001
	2002	2003	2004	2005	2006	TOTAL		
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
LONG TERM DEBT								
U.S. dollar at floating rate	--	--	\$ 94,667	\$ 94,667	\$ 94,666	\$ 284,000	2.77%	\$ 184,800
Singapore dollar at fixed rate(1)(2)	\$55,232	\$62,462	53,846	53,846	14,000	239,386	5.47%	287,355
Singapore dollar at floating rate 2.5% convertible notes(3)	--	--	--	--	--	--	--	54,620
Total	\$55,232	\$62,462	\$148,513	\$148,513	\$705,072	\$1,119,792		\$1,112,230
	=====	=====	=====	=====	=====	=====	=====	=====

</TABLE>

<TABLE>
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	AS OF	
	JUNE 30, 2002	DECEMBER 31, 2001
<S>	<C>	<C>
ACCOUNTS PAYABLE		
U.S. dollar	\$ 78,995	\$38,547
Singapore dollar(1)	21,058	22,767
Japanese yen(1)	13,423	5,878
Others	17,902	15,551
Total Payable	\$131,378	\$82,743
	=====	=====

</TABLE>

- (1) We have entered into forward foreign contracts related to a portion of these amounts to exchange the related cash flows to U.S. dollars.
- (2) We have entered into a cross currency swap to convert one of the Singapore dollar fixed rate loans to a US dollar denominated fixed rate instrument.
- (3) In 2001, we entered into an interest rate swap contract in respect of the fixed-rate interest obligations associated with \$200.0 million of the convertible notes issued in April 2001, with the effect of swapping the fixed-rate interest obligations to a floating-rate obligation based on LIBOR rates to hedge against fair value risk.

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As of June 30, 2002, 56.7% of our outstanding debt obligations bore fixed interest rates. We have no cash flow or earnings exposure due to market interest rate changes for our fixed debt obligations. 43.3% of our outstanding debt obligations bear floating interest rates. We have cash flow and earnings exposure due to market interest rate changes for our floating debt obligations.

FOREIGN CURRENCY RISK

Our foreign currency exposures give rise to market risk associated with exchange rate movements of the U.S. dollar, our functional currency, against the Japanese yen and the Singapore dollar.

To protect against reductions in value and the volatility of future cash flows caused by changes in foreign exchange rates, we utilize currency forward contracts to minimize the impact of foreign currency fluctuations on our results of operations. We utilize, from time to time, currency forward contracts to hedge so as to minimize our exposure to specific currency risks related to equipment purchase commitments, primarily in Japanese yen. In addition, we minimize our currency risk by purchasing certain raw materials and equipment in U.S. dollars and borrowing in U.S. dollars.

The table below provides information about our derivative financial instruments and presents the information in U.S. dollar equivalents.

<TABLE>
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AS OF JUNE 30, 2002							AS OF DECEMBER 31, 2001
EXPECTED MATURITY DATE OF NOTIONAL AMOUNTS (IN THOUSANDS, EXCEPT EXCHANGE RATE)							
	2002	2003	2004	2005	2006	TOTAL	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
FORWARD EXCHANGE AGREEMENTS (Receive S\$/Pay US\$)							
Contract Amount	\$50,491	\$38,245	\$28,292	\$27,409	--	\$144,437	\$242,333
Average Contractual Exchange Rate (Receive Euro/Pay US\$)	1.76	1.75	1.75	1.73		1.75	1.75
Contract Amount	1,288	--	--	--	--	1,288	--
Average Contractual Exchange Rate	0.966					0.966	
Total Contract Amount	\$51,779	\$38,245	\$28,292	\$27,409	--	\$145,725	\$242,333
	=====	=====	=====	=====	=====	=====	=====

</TABLE>

<TABLE>
<CAPTION>

AS OF JUNE 30, 2002				AS OF DECEMBER 31, 2001		
	Carrying Amount	Amount Hedged	Percentage Hedged	Carrying Amount	Amount Hedged	Percentage Hedged
<S>	<C>	<C>	<C>	<C>	<C>	<C>
NON-US DOLLAR LIABILITIES						
Accounts payable						
Japanese yen	\$ 13,423	--	--	\$ 5,878	--	--
Singapore dollar	21,058	\$ 6,000	28.5%	22,767	--	--
Others	17,902	3,749	20.9	15,551	--	--
Foreign Currency Loan						
Singapore dollar	239,386	239,386	100.0	341,975	341,975	100.0%
Future Interest Payable on Debt						
Singapore dollar	4,601	4,601	100.0	5,791	5,791	100.0
Total	\$296,370	\$253,736	85.6%	\$391,962	\$347,766	88.7%
	=====	=====	=====	=====	=====	=====

</TABLE>



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PART II - OTHER INFORMATION

Item 1. Legal Proceedings

The Company is not involved in any legal proceedings that we believe would be harmful to the Company.

Item 2. Changes in Securities and Use of Proceeds

None

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Submission of Matters to a Vote of Security Holders.

The Company hereby incorporates by reference the information and exhibit set forth in the Form 6-K (File 000-27811) filed with the Securities and Exchange Commission on June 13, 2002 containing information on the resolutions duly passed at the fourteenth Annual General Meeting of the Company held on May 15, 2002.

Item 5. Other Information

The Board of Directors has appointed Mr. Jim Norling, previously Deputy Chairman to succeed Ms. Ho Ching as Chairman of the Board of Directors with effect from August 1, 2002. Ms. Ho Ching, who has served as Chairman of the Board of Directors since August 1995, has stepped down as Chairman and Director of the Company with effect from the same day.

The Board of Directors has appointed Mr. Koh Beng Seng as Chairman of the Audit Committee with effect from August 1, 2002. Mr. Sum Soon Lim, who has held the position of Chairman of the Audit Committee since January 1996, will remain a member of the Audit Committee of the Company.



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Item 6. Exhibits and Reports on Form 6-K

(a) Exhibits

<TABLE>

<S>

*6.1

Fourth Supplemental Agreement dated May 21, 2002 by and among Chartered Silicon Partners Pte. Ltd., the banks on the signature pages thereto, as Lenders and ABN Amro Bank N.V. (Singapore Branch) as Agent and Security Trustee relating to the Credit Agreement dated March 12, 1998 as amended by and among Chartered Silicon Partners Pte. Ltd., the banks named on the signature pages thereto, as lenders, and ABN Amro Bank (Singapore Branch), as Agent (the "CSP First Phase Credit Agreement")

*6.2

Subordination Agreement dated June 28, 2002 by and among the Company, Chartered Silicon Partners Pte. Ltd. as Borrower and ABN Amro Bank N.V. Singapore Branch as Agent relating to the CSP First Phase Credit Agreement .

*6.3

Letter dated June 26, 2002 from ABN AMRO Bank N.V., Singapore Branch to the Company amending the First Phase Credit Agreement by incorporating the Subordination Agreement pertaining to the First Phase Credit Agreement.

*6.4

Subordination Agreement dated June 28, 2002 by and among the Company, Chartered Silicon Partners Pte. Ltd. as Borrower and ABN Amro Bank N.V. Singapore Branch as Security Trustee, relating to the Credit Agreement dated September 28, 2000 as amended by and among Chartered Silicon Partners Pte. Ltd., the banks on the signature pages thereto, as Lenders, and ABN Amro Bank N.V., Singapore Branch, as Agent and Security Trustee (the "CSP Second Phase Credit Agreement").

*6.5

Letter dated June 26, 2002 from ABN AMRO Bank N.V., Singapore Branch to the Company amending the Second Phase Credit Agreement by incorporating the Subordination Agreement pertaining to the Second Phase Credit Agreement.

*++6.6

Amended and Re-stated Joint Development Agreement for Process Technologies effective as of June 28, 2002 by and among the Company, Agere Systems Inc. (formerly "Lucent Technologies Inc.") and Agere Systems Singapore Pte. Ltd. (formerly "Lucent Technologies Microelectronics Pte. Ltd.")

</TABLE>

(b) Reports on Form 6-K

During the quarter ended June 30, 2002, the Company filed the following current reports on Form 6-K:

1.

On April 16, 2002, we filed a Form 6-K reporting the distribution of the Company's proxy statement and supplementary financial statements for the year ended December 31, 2001 for the annual shareholders' meeting to be held on May 15, 2002. Copies of the proxy statement and supplementary financial statements were filed as exhibits.

* Filed herewith

++ Certain portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission. The omitted portions have been separately filed with the Commission.



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2. On April 19, 2002, we filed a Form 6-K reporting the announcement of our earnings for the first quarter ended March 31, 2002.
3. On April 24, 2002, we filed a Form 6-K announcing the appointment of Jim Norling as interim President and CEO.
4. On May 14, 2002, we filed a Form 6-K reporting our quarterly information for the quarter ended March 31, 2002.
5. On May 21, 2002, we filed a Form 6-K favorably revising our revenue and earnings guidance for the second quarter ended June 30, 2002.
6. On June 13, 2002, we filed a Form 6-K reporting the matters which were duly approved by the shareholders at the Company's annual shareholders' meeting held on May 15, 2002.
7. On June 26, 2002, we filed a Form 6-K announcing the appointment of Chia Song Hwee as President and CEO and George Thomas as Vice President and CFO.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunder duly authorized.

Date: August 14, 2002

CHARTERED SEMICONDUCTOR
MANUFACTURING LTD

By: /s/ Chia Song Hwee

Name: Chia Song Hwee

Title: President and Chief Executive Officer

By: /s/ George Thomas

Name: George Thomas

Title: Vice President and Chief Financial Officer



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Exhibit Index

<TABLE>

<S> <C>

- *6.1 Fourth Supplemental Agreement dated May 21, 2002 by and among Chartered Silicon Partners Pte. Ltd., the banks on the signature pages thereto, as Lenders and ABN Amro Bank N.V. (Singapore Branch) as Agent and Security Trustee relating to the Credit Agreement dated March 12, 1998 as amended by and among Chartered Silicon Partners Pte. Ltd., the banks named on the signature pages thereto, as lenders, and ABN Amro Bank (Singapore Branch), as Agent (the "CSP First Phase Credit Agreement")
- *6.2 Subordination Agreement dated June 28, 2002 by and among the Company, Chartered Silicon Partners Pte. Ltd. as Borrower and ABN Amro Bank N.V. Singapore Branch as Agent relating to the CSP First Phase Credit Agreement .
- *6.3 Letter dated June 26, 2002 from ABN AMRO Bank N.V., Singapore Branch to the Company amending the First Phase Credit Agreement by incorporating the Subordination Agreement pertaining to the First Phase Credit Agreement.
- *6.4 Subordination Agreement dated June 28, 2002 by and among the Company, Chartered Silicon Partners Pte. Ltd. as Borrower and ABN Amro Bank N.V. Singapore Branch as Security Trustee, relating to the Credit Agreement dated September 28, 2000 as amended by and among Chartered Silicon Partners Pte. Ltd., the banks on the signature pages thereto, as Lenders, and ABN Amro Bank N.V., Singapore Branch, as Agent and Security Trustee (the "CSP Second Phase Credit Agreement").
- *6.5 Letter dated June 26, 2002 from ABN AMRO Bank N.V., Singapore Branch to the Company amending the Second Phase Credit Agreement by incorporating the Subordination Agreement pertaining to the Second Phase Credit Agreement.
- *++6.6 Amended and Re-stated Joint Development Agreement for Process Technologies effective as of June 28, 2002 by and among the Company, Agere Systems Inc. (formerly "Lucent Technologies Inc.") and Agere Systems Singapore Pte. Ltd. (formerly "Lucent Technologies Microelectronics Pte. Ltd.")

</TABLE>

* Filed herewith

++ Certain portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission. The omitted portions have been separately filed with the Commission.

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<TYPE> EX-6.1

<FILENAME> u91991exv6w1.txt

<DESCRIPTION> FOURTH SUPPLEMENT AGREEMENT DATED MAY 21, 2002

<TEXT>

<PAGE> 1

EXHIBIT 6.1

DATED 21 MAY, 2002

CHARTERED SILICON PARTNERS PTE LTD
AS BORROWERABN AMRO BANK N.V., SINGAPORE BRANCH
BAYERISCHE LANDESBANK GIROZENTRALE, SINGAPORE BRANCH
CITIBANK, N.A., SINGAPORE
OVERSEAS UNION BANK LIMITED
SUMITOMO MITSUI BANKING CORPORATION LIMITED, SINGAPORE BRANCH
(FORMERLY KNOWN AS THE SUMITOMO BANK, LIMITED)
AS ARRANGERSOVERSEA-CHINESE BANKING CORPORATION LIMITED
AS SENIOR LEAD MANAGERTHE BANK OF TOKYO-MITSUBISHI, LTD., SINGAPORE BRANCH
AS LEAD MANAGERTHE SANWA BANK LIMITED, SINGAPORE BRANCH
AS MANAGERABN AMRO BANK N.V., SINGAPORE BRANCH
BAYERISCHE LANDESBANK GIROZENTRALE, SINGAPORE BRANCH
CITIBANK, N.A., SINGAPORE
OVERSEAS UNION BANK LIMITED
SUMITOMO MITSUI BANKING CORPORATION LIMITED, SINGAPORE BRANCH
(FORMERLY KNOWN AS THE SUMITOMO BANK, LIMITED)
THE SANWA BANK LIMITED, SINGAPORE BRANCH
THE BANK OF TOKYO-MITSUBISHI, LTD., SINGAPORE BRANCH
OVERSEA-CHINESE BANKING CORPORATION LIMITED
AS GUARANTOR BANKSABN AMRO BANK N.V., SINGAPORE BRANCH
BAYERISCHE LANDESBANK GIROZENTRALE, SINGAPORE BRANCH
CITIBANK, N.A., SINGAPORE
OVERSEAS UNION BANK LIMITED
SUMITOMO MITSUI BANKING CORPORATION LIMITED, SINGAPORE BRANCH
(FORMERLY KNOWN AS THE SUMITOMO BANK, LIMITED)
THE BANK OF TOKYO-MITSUBISHI, LTD., SINGAPORE BRANCH
OVERSEA-CHINESE BANKING CORPORATION LIMITED
AS LENDING BANKSABN AMRO BANK N.V., SINGAPORE BRANCH
AS AGENT

- AND -

ABN AMRO BANK N.V., SINGAPORE BRANCH
AS SECURITY TRUSTEEFOURTH SUPPLEMENTAL AGREEMENT
(RELATING TO THE CREDIT AGREEMENT DATED 12TH MARCH, 1998
AS SUPPLEMENTED BY

- (1) THE FIRST SUPPLEMENTAL AGREEMENT DATED 14TH DECEMBER, 1998;
- (2) THE SECOND SUPPLEMENTAL AGREEMENT DATED 9TH NOVEMBER, 1999; AND
- (3) THE THIRD SUPPLEMENTAL AGREEMENT DATED 14TH DECEMBER, 2000)

ALLEN & GLEDHILL,
36, ROBINSON ROAD, #18-01,
CITY HOUSE,
SINGAPORE 068877.

[E/O]

JB: U91991**PN: 706.01.02.00****SN: 0****Ed#: 2**

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C O N T E N T S

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3.	NEW EDB GUARANTEE	3
4.	REPRESENTATIONS AND WARRANTIES	3
5.	EXPENSES AND STAMP DUTY	4
6.	GOVERNING LAW	4
	SCHEDULE 1 - BANKS	5
	SCHEDULE 2 - CONDITIONS PRECEDENT	6
	APPENDIX - FORM OF NEW EDB GUARANTEE	7

</TABLE>



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T H I S F O U R T H S U P P L E M E N T A L A G R E E M E N T is made on 21 MAY, 2002 B E T W E E N :-

- (1) CHARTERED SILICON PARTNERS PTE LTD (the "Borrower");
- (2) ABN AMRO BANK N.V., SINGAPORE BRANCH, BAYERISCHE LANDESBANK GIROZENTRALE, SINGAPORE BRANCH, CITIBANK, N.A., SINGAPORE, OVERSEAS UNION BANK LIMITED and SUMITOMO MITSUI BANKING CORPORATION LIMITED, SINGAPORE BRANCH (formerly known as THE SUMITOMO BANK, LIMITED) (the "Arrangers");
- (3) THE SEVERAL BANKS AND FINANCIAL INSTITUTIONS named in Part A of Schedule 1 (the "Guarantor Banks");
- (4) THE SEVERAL BANKS AND FINANCIAL INSTITUTIONS named in Part B of Schedule 1 (the "Lending Banks");
- (5) ABN AMRO BANK N.V., SINGAPORE BRANCH, as agent for and on behalf of the Banks (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent", which expression shall include any of its successors in such capacity); and
- (6) ABN AMRO BANK N.V., SINGAPORE BRANCH, as security trustee for the Banks (as defined in the Credit Agreement referred to below) (in such capacity, the "Security Trustee", which expression shall include any of its successors in such capacity),

and amends a Credit Agreement (the "Credit Agreement") dated 12th March, 1998 made between (1) the Borrower, as borrower, (2) the Arrangers, as arrangers, (3) the Guarantor Banks named therein, as guarantor banks, (4) the Lending Banks named therein, as lending banks and (5) the Agent, as agent, as supplemented by (i) a first supplemental agreement (the "First Supplemental Agreement") dated 14th December, 1998 made between the parties to the Credit Agreement, (ii) a second supplemental agreement (the "Second Supplemental Agreement") dated 9th November, 1999 made between the parties to the Credit Agreement and (iii) a third supplemental agreement (the "Third Supplemental Agreement") dated 14th December, 2000 made between the parties to the Credit Agreement and the Security Trustee, as security trustee.

W H E R E A S:-

(A) Pursuant to the Credit Agreement, (1) the Guarantor Banks agreed to grant to the Borrower a S\$236,800,000 guarantee facility and (2) the Lending Banks agreed to grant to the Borrower a US\$143,200,000 term loan facility, upon the terms and subject to the conditions of the Credit Agreement.

(B) Pursuant to the First Supplemental Agreement, the Borrower, the Arrangers, the Guarantor Banks, the Lending Banks and the Agent have agreed to amend the Credit Agreement, on the terms and subject to the conditions of the First Supplemental Agreement.

(C) Pursuant to the Second Supplemental Agreement, the Borrower, the Arrangers, the Guarantor Banks, the Lending Banks and the Agent have agreed to amend



<PAGE> 4

the Credit Agreement, on the terms and subject to the conditions of the Second Supplemental Agreement.

(D) Pursuant to the Third Supplemental Agreement, the Borrower, the Arrangers, the Guarantor Banks, the Lending Banks, the Agent and the Security Trustee have agreed to restate the Credit Agreement, on the terms and subject to the conditions of the Third Supplemental Agreement.

(E) The Borrower, the Arrangers, the Guarantor Banks, the Lending Banks, the Agent and the Security Trustee have agreed to amend certain provisions of the Credit Agreement (as supplemented by the First Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement) in the manner, on the terms and subject to the conditions set out in this Supplemental Agreement.

I T I S A G R E E D as follows:-

1. INTERPRETATION

(A) Definitions: In this Supplemental Agreement, except to the extent that the context requires otherwise:-

"Effective Date" shall have the meaning ascribed to it in Clause 2(A);

"Existing EDB Guarantees" means:-

- (1) the EDB Guarantee dated 10th December, 1999 issued by ABN AMRO Bank N.V., Singapore Branch to EDB;
- (2) the EDB Guarantee dated 10th December, 1999 issued by Bayerische Landesbank Girozentrale, Singapore Branch to EDB;
- (3) the EDB Guarantee dated 3rd December, 1999 issued by Citibank, N.A., Singapore to EDB;
- (4) the EDB Guarantee dated 10th December, 1999 issued by Overseas Union Bank Limited to EDB;
- (5) the EDB Guarantee dated 10th December, 1999 issued by The Sumitomo Bank Limited, Singapore Branch to EDB;
- (6) the EDB Guarantee dated 3rd December, 1999 issued by The Sanwa Bank Limited, Singapore Branch to EDB;
- (7) the EDB Guarantee dated 10th December, 1999 issued by The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch to EDB; and
- (8) the EDB Guarantee dated 18th May, 2001 issued by Oversea-Chinese Banking Corporation Limited to EDB; and

"New EDB Guarantee" means a guarantee from the Guarantor Banks in favour of EDB, substantially in the form of the Appendix.



<PAGE> 5

(B) Construction of Certain References: All terms and references used in the Credit Agreement and which are defined or construed in the Credit Agreement but are not defined or construed in this Supplemental Agreement shall have the same meaning and construction in this Supplemental Agreement. All references in this Supplemental Agreement to the Credit Agreement shall be to the Credit Agreement as amended, supplemented or modified by the First Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement.

(C) Miscellaneous: The headings in this Supplemental Agreement are inserted for convenience only and shall be ignored in construing this Supplemental Agreement. Unless otherwise stated, references to "Appendix", "Clauses" and "Schedules" are to be construed as references to the appendix to, the clauses of, and the schedules to, this Supplemental Agreement.

2. AMENDMENTS TO THE CREDIT AGREEMENT

The parties to this Supplemental Agreement agree that with effect from the date on which the Agent is satisfied that the conditions precedent in Schedule 2 to this Supplemental Agreement have been fulfilled (or such other date as may be agreed between the Borrower and the Agent) (the "Effective Date"), the Credit Agreement (as supplemented by the First Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement) shall be amended by deleting the definition of "EDB Guarantee" and replacing it with the following:-

"EDB Guarantee" means a guarantee from the Guarantor Banks in favour of EDB, substantially in the form of Appendix A (and reference to the EDB Guarantee shall include the EDB Guarantee as from time to time amended, modified, supplemented or superceded and any document which amends, modifies, supplements or supercedes the EDB Guarantee);"

3. NEW EDB GUARANTEE

The parties agree that the New EDB Guarantee shall, following its execution and delivery by the Guarantor Banks in exchange for the cancellation of the Existing EDB Guarantees, be deemed for all intents and purposes to be the EDB Guarantee.

4. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to and for the benefit of each of the other parties to this Supplemental Agreement that:-

- (1) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents, if applicable) in order (a) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Supplemental Agreement and (b) to make this Supplemental Agreement admissible in evidence in the courts of Singapore, have been taken, fulfilled and done;
- (2) its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Supplemental Agreement,



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do not and will not violate (a) any law to which it is subject or (b) any provision of its Memorandum and Articles of Association; and

(3) this Supplemental Agreement constitutes its valid, binding and enforceable obligations in accordance with their respective terms.

5. EXPENSES AND STAMP DUTY

The Borrower shall pay:-

- (1) on demand, all costs and expenses (including legal fees and all goods and services, value added and other duties or taxes payable on such costs and expenses) reasonably incurred by the Agent in connection with the preparation, negotiation and entry into of this Supplemental Agreement; and
- (2) promptly, and in any event before any penalty becomes payable, any stamp, goods and services, value added, documentary or similar duty or tax payable in connection with the entry into, performance, enforcement and admissibility in evidence of this Supplemental Agreement, and shall indemnify the Agent and the Banks against any liability with respect to or resulting from any delay in paying or omission to pay any such tax.

6. GOVERNING LAW

This Supplemental Agreement shall be governed by, and construed in accordance with, the laws of Singapore.



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S C H E D U L E 1

BANKS

Part A - Guarantor Banks

1. ABN AMRO Bank, N.V., Singapore Branch
2. Bayerische Landesbank Girozentrale, Singapore Branch
3. Citibank, N.A., Singapore
4. Overseas Union Bank Limited
5. Sumitomo Mitsui Banking Corporation, Singapore Branch (formerly known as The Sumitomo Bank, Limited, Singapore Branch)
6. The Sanwa Bank Limited, Singapore Branch
7. The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch
8. Oversea-Chinese Banking Corporation Limited

Part B - Lending Banks

1. ABN AMRO Bank, N.V., Singapore Branch
2. Bayerische Landesbank Girozentrale, Singapore Branch
3. Citibank, N.A., Singapore
4. Overseas Union Bank Limited
5. Sumitomo Mitsui Banking Corporation, Singapore Branch (formerly known as The Sumitomo Bank, Limited, Singapore Branch)
6. The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch
7. Oversea-Chinese Banking Corporation Limited



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S C H E D U L E 2

CONDITIONS PRECEDENT

1. A copy, certified true by an authorised officer of the Borrower as being in full force and effect on the date thereof, of:-

- (1) all actions required to be taken by the Borrower (a) authorising the entry into of this Supplemental Agreement and (b) authorising appropriate persons to execute and deliver this Supplemental Agreement on behalf of the Borrower and to take any action contemplated in this Supplemental Agreement; and
- (2) all necessary consents required by the Borrower for the execution, delivery and performance of this Supplemental Agreement or, if no such consents are necessary, a certificate to that effect from a person duly authorised by the Borrower so to certify.

2. Specimen signatures of the respective persons referred to in paragraph 1 above, duly certified, together with certificates of incumbency, also duly certified, in respect of each such person.

3. A letter from Agilent Technologies Inc. ("ATI"), as guarantor under a guarantee dated 9th November, 1999 (the "ATI Guarantee") in favour of and addressed to the Agent, duly executed and delivered by ATI, consenting to the amendments made or to be made to the Credit Agreement (as supplemented by the First Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement) pursuant to this Supplemental Agreement and confirming that, inter alia, the ATI Guarantee shall remain in full force and effect in such other form as may be approved by the Agent.



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A P P E N D I X
FORM OF NEW EDB GUARANTEE

To: Economic Development Board

1. We refer to an EDB Loan Agreement (the "EDB Loan Agreement") dated 24th November, 1999 made between yourselves and Chartered Silicon Partners Pte Ltd (the "Borrower") pursuant to which you have agreed to make available to the Borrower a loan facility in an aggregate amount not exceeding S\$450,000,000. This Guarantee shall replace the following (the "Existing Guarantees"):-

- (1) the EDB Guarantee dated 10th December, 1999 issued by ABN AMRO Bank N.V., Singapore Branch to yourselves;
- (2) the EDB Guarantee dated 10th December, 1999 issued by Bayerische Landesbank Girozentrale, Singapore Branch to yourselves;
- (3) the EDB Guarantee dated 3rd December, 1999 issued by Citibank, N.A., Singapore to yourselves;
- (4) the EDB Guarantee dated 10th December, 1999 issued by Overseas Union Bank Limited to yourselves;
- (5) the EDB Guarantee dated 10th December, 1999 issued by The Sumitomo Bank Limited, Singapore Branch to yourselves;
- (6) the EDB Guarantee dated 3rd December, 1999 issued by The Sanwa Bank Limited, Singapore Branch to yourselves;
- (7) the EDB Guarantee dated 10th December, 1999 issued by The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch to yourselves; and
- (8) the EDB Guarantee dated 18th May, 2001 issued by Oversea-Chinese Banking Corporation Limited to yourselves.

2. In consideration of your agreeing subject, inter alia, to the delivery of this Guarantee to continue to accept liabilities under the EDB Loan Agreement and to cancel and to return to the respective Guarantor Banks the relevant Existing Guarantees and subject to the due observance of the provisions of Clause 5 of the EDB Loan Agreement, we, the Guarantor Banks whose names appear in the signature pages hereto unconditionally and irrevocably:-

- (1) guarantee the payment by the Borrower of each amount which may from time to time fall due to yourselves from the Borrower in respect of:-
 - (a) payments of principal advanced under the EDB Loan Agreement up to a maximum aggregate amount at any time

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equal to the Maximum Principal Liability (as defined below) at that time;

- (b) payments of interest under Clause 7.2 of the EDB Loan Agreement but not including default interest under Clause 7.5 of the EDB Loan Agreement, up to a maximum aggregate amount at any time being the lesser of six months interest and the Maximum Interest Liability (as defined below) at that time; and
- (c) payments of default interest under Clause 7.5 of the EDB Loan Agreement, up to a maximum aggregate amount at any time equal to the Maximum Default Interest Liability (as defined below) at that time,

and agree to pay to yourselves, within three Business Days (as such term is defined in the EDB Loan Agreement) of demand by yourselves, unless such demand is made on a day which is not a business day or after 12.00 noon on any Business Day, in which event payment shall be made within three Business Days from the next immediately succeeding Business Day:-

- (i) any and every sum or sums of money which the Borrower shall at any time be liable to pay to yourselves under or pursuant to the EDB Loan Agreement by way of principal and shall fail to pay on the due date therein provided up to the Maximum Principal Liability at that time;
- (ii) any and every sum or sums which the Borrower shall at any time be liable to pay to yourselves under or pursuant to Clause 7.2 of the EDB Loan Agreement by way of interest (but excluding default interest under Clause 7.5 thereof), and shall fail to pay on the due date therein provided up to the lesser of six months interest and the Maximum Interest Liability at that time; and
- (iii) any and every sum or sums which the Borrower shall at any time be liable to pay to yourselves under or pursuant to the EDB Loan Agreement by way of default interest under Clause 7.5 thereof, and shall fail to pay on the due date therein provided up to the Maximum Default Interest Liability at that time; and

(2) agree as a primary obligation to indemnify yourselves on demand from and against any loss, cost or expense incurred by yourselves as a result of the obligations guaranteed pursuant hereto being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to yourselves, the amount of such loss being the amount which you would otherwise have been entitled to recover from yourselves.

3. The liability of each of us in respect of any sum at any time due to you hereunder is several and shall be limited to the fraction of such sum which appears opposite our respective names in Schedule 1 hereto.



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4. The total amount at any time payable by us hereunder shall not exceed the Maximum Aggregate Liability (as defined below) at that time. Notwithstanding the foregoing, the total amount at any time payable by us hereunder in respect of interest under Clause 7.2 of the EDB Loan Agreement shall not exceed the lesser of six months interest and the Maximum Interest Liability at that time, the total amount at any time payable by us hereunder in respect of default interest under Clause 7.5 of the EDB Loan Agreement shall not exceed the Maximum Default Interest Liability at that time and the total amount at any time payable by us hereunder in respect of principal shall not exceed the Maximum Principal Liability at that time, Provided that this Guarantee shall not extend to any advances made by yourselves to the Borrower at any time after you have received notice from ABN AMRO Bank N.V., Singapore Branch (the "Agent") of the occurrence of an Event of Default (as defined in the Credit Agreement dated 12th March, 1998 made between (1) the Borrower, as borrower, (2) the Arrangers named therein, as arrangers, (3) the Guarantor Banks named therein, as guarantor banks, (4) the Lending Banks named therein, as lending banks and (5) the Agent, as agent, as amended, modified or supplemented from time to time).

5. In this Guarantee:-

"Maximum Aggregate Liability" means, at any time during a Relevant Period, the amount specified against that Relevant Period in column (2) of Schedule 2 hereto;

"Maximum Interest Liability" means, at any time during a Relevant Period, the amount specified against that Relevant Period in column (3) of Schedule 2 hereto;

"Maximum Default Interest Liability" means, at any time during a Relevant Period, the amount specified against that Relevant Period in column (4) of Schedule 2 hereto;

"Maximum Principal Liability" means, at any time during a Relevant Period, the amount specified against that Relevant Period in column (5) of Schedule 2 hereto; and

"Relevant Periods" means each of the periods specified as a Relevant Period in column (1) of Schedule 2 hereto.

6. We each represent and warrant that we have full power to enter into this Guarantee and have taken all necessary steps to authorise its execution on our behalf and have obtained all necessary governmental and other consents required to enable us each to perform our obligations hereunder and that this Guarantee is legal, valid and binding on each of us.

7. This Guarantee shall be a continuing security and accordingly (1) shall extend to cover the balance of principal due at any time from the Borrower to you and (2) shall not be discharged by any intermediate payment or settlement of account between the Borrower and yourselves.

8. (1) If any sum due and payable by any of us hereunder or under any order or judgment given or made in relation hereto has to be converted from the currency (the "First Currency") in which the same is payable hereunder or under such order or judgment into another currency (the "Second Currency") for the purpose of (a) making or filing a claim or



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proof against us whether in our liquidation or otherwise, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation hereto, that such of us that is so obliged to pay such sum shall indemnify and hold harmless each of the persons to whom such sum is due and payable from and against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the First Currency into the Second Currency and (ii) the rate or rates of exchange at which such person may in the ordinary course of business purchase the First Currency with the Second Currency upon receipt by it of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

(2) The foregoing indemnity shall constitute a separate obligation distinct from our other respective obligations hereunder and shall survive the giving or making of any order or judgment in relation to all or any of such other obligations.

9. Each time you make an advance to the Borrower pursuant to the provisions of the EDB Loan Agreement or receive a repayment or prepayment of principal thereunder, upon request by the Borrower, you shall notify us in writing of the principal amount and date of such advance or, as the case may be, repayment or prepayment, and of the then revised outstanding balance of principal. We hereby agree that a certificate from yourselves as to the amount due from the Borrower by way of principal or interest under the EDB Loan Agreement at the date of such certificate shall, in the absence of manifest error, be conclusive and binding on us for all purposes and we further agree to cause the Agent to promptly notify you of the occurrence of any Event of Default under the Credit Agreement whereby the Advances made thereunder are declared immediately due and payable.

10. Any demand to be made on us hereunder shall be made by telex or letter to our agent, ABN AMRO Bank N.V., Singapore Branch (the "Agent"), at 63, Chulia Street, 13th Floor, Singapore 049514, Telex Number RS 24396 and shall specify whether such demand is made in respect of principal or interest and, if both, the respective amounts of such claim and, where such demand is made in respect of interest, the period in respect of which such claim is made. Such demand shall also specify, if relevant, the provision of Clause 15.2 pursuant to which indebtedness under the EDB Loan Agreement was accelerated. You shall be entitled to make any number of demands on us hereunder.

11. This Guarantee shall remain in full force and effect until the earlier of (1) the date on which you certify that there is no amount owing, due or payable by the Borrower to yourselves by way of principal under the EDB Loan Agreement and no amounts of interest accrued but unpaid, a copy of which certification shall be sent to the Agent, and (2) 30th June, 2006 or, if such day is not a Business Day, the immediately preceding Business Day.

12. This Guarantee may be executed by each party hereto on separate counterparts, each of which shall be binding on such party and all of which shall constitute one and the same document.

13. This Guarantee shall be governed by, and construed in accordance with, the laws of Singapore.



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IN WITNESS WHEREOF this Guarantee has been entered into on , 2001.

ABN AMRO BANK N.V., SINGAPORE BRANCH,

By: /s/ Samantha Chew/MC Subramaniam

Name: Samantha Chew/MC Subramaniam

Title: Vice President/Senior Vice PResident

BAYERISCHE LANDESBANK GIROZENTRALE, SINGAPORE BRANCH

By: /s/ Lum Wai Yue/Ng Chong Inn

Name: Lum Wai Yue/Ng Chong Inn

Title: AVP/VP

CITIBANK, N.A., SINGAPORE BRANCH,

By: /s/ Agnes Liew

Name: Agnes Liew

Title: Managing Director

OVERSEAS UNION BANK LIMITED,

By: /s/ Mr Wee Joo Yeow

Name: Mr Wee Joo Yeow

Title: Executive Vice President



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SUMITOMO MITSUI BANKING CORPORATION,
SINGAPORE BRANCH

By: /s/ Shigeyoshi Kono

Name: Shigeyoshi Kono

Title: Joint General Manager

THE SANWA BANK, LIMITED, SINGAPORE BRANCH

By: /s/ Ong Say Chong

Name: Ong Say Chong

Title: Assistant General Manager

THE BANK OF TOKYO-MITSUBISHI, LTD.,
SINGAPORE BRANCH

By: /s/ Masakatsu Fukai

Name: Masakatsu Fukai

Title: Deputy General Manager

OVERSEA-CHINESE BANKING CORPORATION
LIMITED

By: /s/ George L. W. Lee

Name: George L. W. Lee

Title: Head, Corporate & Institutional Banking

[E/O]**JB: U91991****PN: 706.01.15.00****SN: 0****Ed#: 1**

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S C H E D U L E 1

<TABLE>	
<CAPTION>	
Guarantor Bank	Fraction
<S>	<C>
(1) ABN Amro Bank N.V., Singapore Branch	37.4/236.8
(2) Bayerische Landesbank Girozentrale, Singapore Branch	37.4/236.8
(3) Citibank, N.A., Singapore Branch	37.4/236.8
(4) Overseas Union Bank Limited	40.7/236.8
(5) Sumitomo Mitsui Banking Corporation, Singapore Branch (formerly known as The Sumitomo Bank, Limited, Singapore Branch)	37.4/236.8
(6) The Sanwa Bank, Limited, Singapore Branch	16.5/236.8
(7) The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch	15/236.8
(8) Oversea-Chinese Banking Corporation Limited	15/236.8

[E/O]

JB: U91991**PN: 706.01.16.00****SN: 0****Ed#: 1**

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S C H E D U L E 2

<TABLE>

<CAPTION>

Relevant Period	Maximum Aggregate Liability	Maximum Interest Liability	Maximum Default Interest Liability	Maximum Principal Liability
<S> Date of first advance under the EDB Loan Agreement to X*	236,783,150	4,820,548	6,962,602	225,000,000
X + 1 day to X + 6 months	210,945,838	4,741,952	6,203,886	200,000,000
X + 6 months + 1 day to X + 12 months	184,717,445	4,284,932	5,432,513	175,000,000
X + 12 months + 1 day to X + 18 months	158,345,091	3,688,185	4,656,906	150,000,000
X + 18 months + 1 day to X + 24 months	132,098,702	3,213,699	3,885,003	125,000,000
X + 24 months + 1 day to X + 30 months	105,759,340	2,648,973	3,110,367	100,000,000
X + 30 months + 1 day to X + 36 months	79,479,960	2,142,466	2,337,494	75,000,000
X + 36 months + 1 day to X + 42 months	53,143,596	1,580,651	1,562,945	50,000,000
X + 42 months + 1 day to X + 48 months	26,861,217	1,071,233	789,984	25,000,000

</TABLE>

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<TABLE>

<S>

<C>

<C>

<C>

<C>

X + 48 months + 1 day to
earlier of (X + 54 months and
30th June, 2006)

25,542,849 and
upon repayment
in full of the
principal
instalments of
the EDB Loan on
X + 48 months,
542,849

526,884

15,965

25,000,000 and
upon repayment
in full of the
principal
instalment of
the EDB Loan on
X + 48 months,
0

</TABLE>

* "X" means the date of the first repayment of principal under the EDB Loan
Agreement (being not later than 31st March, 2002).

[E/O]

JB: U91991

PN: 706.01.18.00

SN: 0

Ed#: 2



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I N W I T N E S S W H E R E O F this Supplemental Agreement has been
 entered into on the date stated at the beginning.

The Borrower

CHARTERED SILICON PARTNERS PTE LTD
 60, Woodlands Industrial Park D,
 Street 2,
 Singapore 738406.

Fax Number: 360 4970
 Attention: Legal Department

<TABLE>

<S>
 By: /s/ Marvin Liao De-Dui

 Name: Marvin Liao De-Dui

 Title: General Manager

<C>
 Witness: /s/ Nancy Tan See Sin

 Name: Nancy Tan See Sin

 Address: 60 Woodlands Industrial Park D
 Street 2, Singapore 738406

</TABLE>

The Arrangers

ABN AMRO BANK N.V.,
 SINGAPORE BRANCH
 63, Chulia Street, 5th Floor,
 Singapore 049514.

Fax Number: 231 8477
 Attention: Ms Samantha Chew/Ms Serene Chee

<TABLE>

<S>
 By: /s/ Samantha Chew/ MC Subramaniam

 Name: Samantha Chew/ MC Subramaniam

 Title: Vice President/ Senior Vice President

<C>
 Witness: /s/ Serene Chee

 Name: Serene Chee

 Address: 63 Chulia Street S(049514)



<PAGE> 19
 BAYERISCHE LANDESBANK GIROZENTRALE,
 SINGAPORE BRANCH
 300, Beach Road, #37-01,
 The Concourse,
 Singapore 199555.

Fax Number: 293 3171
 Attention: Mr Stefan Hattenkofer/Mr Ng Chong Inn

<TABLE>
 <S>
 By: /s/ Lum Wai Yue/ Ng Chong Inn

 Name: Lum Wai Yue/ Ng Chong Inn

 Title: AVP/VP

<C>
 Witness: /s/ Michael Giang

 Name: Michael Giang

 Address: 300 Beach Rd #37-01

 The Concourse Singapore 0719

</TABLE>
 CITIBANK, N.A., SINGAPORE
 3 Temasek Avenue
 #17-00 Centennial Tower
 Singapore 039190.

Fax Number: 328 5402
 Attention: Ms Agnes Liew/ Mr Lim Shien Kwok

By: /s/ Agnes Liew

 Name: Agnes Liew

 Title: Managing Director

[E/O]**JB: U91991****PN: 706.01.20.00****SN: 0****Ed#: 2**

<PAGE> 20
OVERSEAS UNION BANK LIMITED
1, Raffles Place, 10th Floor,
OUB Centre,
Singapore 048616.

Fax Number: 535 1270
Attention: Mr Chua Soo Suang/Ms Emily Ng

By: /s/ Mr Wee Joo Yeow

Name: Mr Wee Joo Yeow

Title: Executive Vice President

SUMITOMO MITSUI BANKING CORPORATION, SINGAPORE BRANCH
3 Temasek Avenue
#06-01 Centennial Tower
Singapore 039190

Fax Number: 882 0490
Attention: Mr Isao Kojima/Mr Nelson Tan

By: /s/ Shigeyoshi Kono

Name: Shigeyoshi Kono

Title: Joint General Manager



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 Guarantor Banks

ABN AMRO BANK N.V.,
 SINGAPORE BRANCH
 63, Chulia Street, 5th Floor,
 Singapore 049514.

Tel Number : 231 7333
 Fax Number: 231 8477
 Attention: Ms Samantha Chew/Ms Serene Chee

<TABLE>
 <S>
 By: /s/ Samantha Chew/ MC Subramaniam

 Name: Samantha Chew/ MC Subramaniam

 Title: Vice President/ Senior Vice President

 </TABLE>

BAYERISCHE LANDESBANK GIROZENTRALE,
 SINGAPORE BRANCH
 300, Beach Road, #37-01,
 The Concourse,
 Singapore 199555.

Fax Number: 293 3171
 Attention: Mr Ng Chong Inn

<TABLE>
 <S>
 By: /s/ Lum Wai Yue/ Ng Chong Inn

 Name: Lum Wai Yue/ Ng Chong Inn

 Title: AVP/VP

 </TABLE>

<C>
 Witness: /s/ Serene Chee

 Name: Serene Chee

 Address: 63 Chulia Street S(049514)

<C>
 Witness: /s/ Michael Giang

 Name: Michael Giang

 Address: 300 Beach Rd #37-01

 The Concourse Singapore 0719

<PAGE> 22
CITIBANK, N.A., SINGAPORE
3 Temasek Avenue
#17-00 Centennial Tower
Singapore 039190

Fax Number: 328 5402
Attention: Ms Agnes Liew/ Mr Lim Shien Kwok

By: /s/ Agnes Liew

Name: Agnes Liew

Title: Managing Director

OVERSEAS UNION BANK LIMITED
1, Raffles Place, 10th Floor,
OUB Centre,
Singapore 048616.

Fax Number: 535 1270
Attention: Mr Chua Soo Suang/Ms Emily Ng

By: /s/ Mr Wee Joo Yeow

Name: Mr Wee Joo Yeow

Title: Executive Vice President



<PAGE> 23

SUMITOMO MITSUI BANKING CORPORATION, SINGAPORE BRANCH
3 Temasek Avenue
#06-01 Centennial Tower
Singapore 039190

Fax Number: 882 0490
Attention: Mr Isao Kojima/Mr Nelson Tan

By: /s/ Shigeyoshi Kono

Name: Shigeyoshi Kono

Title: Joint General Manager

THE SANWA BANK LIMITED,
SINGAPORE BRANCH
6, Raffles Quay, #24-01,
John Hancock Tower,
Singapore 048580.

Fax Number: 538 4636
Attention: Mr Loh Soh Wah/Mr Jimmy Ong

By: /s/ Ong Say Chong

Name: Ong Say Chong

Title: Assistant General Manager



<PAGE> 24
THE BANK OF TOKYO-MITSUBISHI, LTD.,
SINGAPORE BRANCH
9, Raffles Place, #01-01,
Republic Plaza,
Singapore 048619.

Fax Number: 536 5458
Attention: Ms Lily Tan/Mr Koh Tee Chin

By: /s/ Masakatsu Fukai

Name: Masakatsu Fukai

Title: Deputy General Manager

OVERSEA-CHINESE BANKING CORPORATION LIMITED
65, Chulia Street,
OCBC Centre #10-00,
Singapore 049513.

Fax Number: 530 6449
Attention: Ms Chow Swee Kian

By: /s/ George L. W. Lee

Name: George L. W. Lee

Title: Head, Corporate & Institutional Banking

[E/O]

JB: U91991

PN: 706.01.25.00

SN: 0

Ed#: 2



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The Lending Banks

ABN AMRO BANK N.V.,
SINGAPORE BRANCH
63, Chulia Street, 5th Floor,
Singapore 049514.

Fax Number: 231 8477
Attention: Ms Samantha Chew/Ms Serene Chee

<TABLE>

<S>
By: /s/ Samantha Chew/ MC Subramaniam

Name: Samantha Chew/ MC Subramaniam

Title: Vice President/ Senior Vice President

<C>
Witness: /s/ Serene Chee

Name: Serene Chee

Address: 63 Chulia Street S(049514)

</TABLE>

BAYERISCHE LANDESBANK GIROZENTRALE,
SINGAPORE BRANCH
300, Beach Road, #37-01,
The Concourse,
Singapore 199555.

Fax Number: 293 3171
Attention: Mr Ng Chong Inn

<TABLE>

<S>
By: /s/ Lum Wai Yue/ Ng Chong Inn

Name: Lum Wai Yue/ Ng Chong Inn

Title: AVP/VP

<C>
Witness: /s/ Michael Giang

Name: Michael Giang

Address: 300 Beach Rd #37-01

The Concourse Singapore 0719

</TABLE>

<PAGE> 26
CITIBANK, N.A., SINGAPORE
3 Temasek Avenue
#17-00 Centennial Tower
Singapore 039190.

Fax Number: 328 5402
Attention: Ms Agnes Liew/Mr Lim Shien Kwok

By: /s/ Agnes Liew

Name: Agnes Liew

Title: Managing Director

OVERSEAS UNION BANK LIMITED
1, Raffles Place, 10th Floor,
OUB Centre,
Singapore 048616.

Fax Number: 535 1270
Attention: Mr Chua Soo Suang/Ms Emily Ng

By: /s/ Mr Wee Joo Yeow

Name: Mr Wee Joo Yeow

Title: Executive Vice President

<PAGE> 27

SUMITOMO MITSUI BANKING CORPORATION, SINGAPORE BRANCH
3 Temasek Avenue
#06-01 Centennial Tower
Singapore 039190Fax Number: 882 0490
Attention: Mr Isao Kojima/Mr Nelson TanBy: /s/ Shigeyoshi Kono

Name: Shigeyoshi Kono

Title: Joint General Manager
-----THE BANK OF TOKYO-MITSUBISHI, LTD.,
SINGAPORE BRANCH
9, Raffles Place, #01-01,
Republic Plaza,
Singapore 048619.Fax Number: 536 5458
Attention: Mr Gan Boon Seng/Ms Lily TanBy: /s/ Masakatsu Fukai

Name: Masakatsu Fukai

Title: Deputy General Manager

[E/O]

JB: U91991

PN: 706.01.28.00

SN: 0

Ed#: 2



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 OVERSEA-CHINESE BANKING CORPORATION LIMITED
 65, Chulia Street,
 OCBC Centre #10-00,
 Singapore 049513.

Fax Number: 530 6449
 Attention: Ms Chow Swee Kian

By: /s/ George L. W. Lee

 Name: George L. W. Lee

 Title: Head, Corporate & Institutional Banking

The Agent

ABN AMRO BANK N.V.,
 SINGAPORE BRANCH
 63, Chulia Street, 13th Floor,
 Singapore 049514.

Fax Number: 536 2758
 Attention: Patricia Chew/Connie Seah

<TABLE>
 <S>
 By: /s/ Sonali C. Tang

 Name: Sonali C. Tang

 Title: VP, Head Agency Asia

 </TABLE>

<C>
 Witness: /s/ Connie Seah

 Name: Connie Seah

 Address: 63 Chulia Street, Level 12

[E/O]

JB: U91991**PN: 706.01.29.00****SN: 0****Ed#: 3**

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The Security Trustee

ABN AMRO BANK N.V.,
SINGAPORE BRANCH
63, Chulia Street, 13th Floor,
Singapore 049514.

Fax Number: 536 2758
Attention: Patricia Chew/Connie Seah

<TABLE>
<S>
By: /s/ Sonali C. Tang

Name: Sonali C. Tang

Title: VP, Head Agency Asia

</TABLE>

<C>
Witness: /s/ Connie Seah

Name: Connie Seah

Address: 63 Chulia Street, Level 12

</TEXT>
</DOCUMENT>



<DOCUMENT>

<TYPE> EX-6.2

<FILENAME> u91991exv6w2.txt

<DESCRIPTION> SUBORDINATION AGREEMENT DATED JUNE 28, 2002

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EXHIBIT 6.2

[ALLEN & GLEDHILL LETTERHEAD]

Dated 28 June 2002

CHARTERED SILICON PARTNERS PTE LTD

as Borrower

CHARTERED SEMICONDUCTOR MANUFACTURING LTD

as CSM

and

ABN AMRO BANK N.V., SINGAPORE BRANCH

as Agent

SUBORDINATION AGREEMENT

[E/O]

JB: U91991**PN: 706.02.02.00****SN: 0****Ed#: 2**

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THIS AGREEMENT is made on 28 June 2002 BETWEEN:

- (1) CHARTERED SILICON PARTNERS PTE LTD (the "BORROWER");
- (2) CHARTERED SEMICONDUCTOR MANUFACTURING LTD ("CSM"); and
- (3) ABN AMRO BANK N.V., SINGAPORE BRANCH, in its capacity as agent for itself and the Banks defined below (in such capacity, the "AGENT").

WHEREAS:

- (A) By a Credit Agreement dated 12 March 1998 (the "CREDIT AGREEMENT", which expression shall include the Credit Agreement as supplemented by the First Supplemental Agreement dated 14 December 1998 made between the parties to the Credit Agreement, the Second Supplemental Agreement dated 9 November 1999 made between the parties to the Credit Agreement, the Third Supplemental Agreement dated 14 December, 2000 made between the parties to the Credit Agreement and ABN AMRO Bank N.V., Singapore Branch (the "SECURITY TRUSTEE"), as security trustee, and the Fourth Supplemental Agreement dated 21 May 2002 made between the parties to the Credit Agreement and the Security Trustee) made between (1) the Borrower, as borrower, (2) ABN AMRO Bank N.V., Singapore Branch, Bayerische Landesbank Girozentrale, Singapore Branch, Citibank, N.A., Singapore Branch, United Overseas Bank Limited (formerly known as Overseas Union Bank Limited) and Sumitomo Mitsui Banking Corporation, Singapore Branch (formerly known as The Sumitomo Bank, Limited), as arrangers, (3) Oversea-Chinese Banking Corporation Limited, as senior lead manager, (4) The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch, as lead manager, (5) UFJ Bank Limited, Singapore Branch (formerly known as The Sanwa Bank Limited, Singapore Branch), as manager, (6) the Guarantor Banks named therein, as guarantor banks, (7) the Lending Banks named therein, as lending banks and (8) the Agent, as agent, (a) the Guarantor Banks agreed to grant to the Borrower a S\$236,800,000 guarantee facility and (b) the Lending Banks agreed to grant to the Borrower a US\$143,200,000 term loan facility, upon the terms and subject to the conditions of the Credit Agreement.
- (B) CSM is the legal and beneficial owner of 51 per cent. of the issued shares in the capital of the Borrower.
- (C) CSM (after giving due consideration to the terms and conditions of the Credit Agreement and satisfying itself that there are reasonable grounds for believing that the entry into by it of this Agreement will benefit it) has agreed to enter into this Agreement and give the undertakings provided in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 DEFINITIONS: In this Agreement, except to the extent that the context requires otherwise:

"BANKS" means the Guarantor Banks and the Lending Banks (and includes their respective successors and assigns);

"CSM LOAN AGREEMENT" means the loan agreement dated 27 June 2002 made between (1) the Borrower, as borrower, and (2) CSM, as lender;

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"DISCHARGE DATE" means the date on which the Senior Indebtedness has been discharged in full and on which the Borrower and the Shareholders cease to be under any liability to the Agent and the Banks under or in connection with the Financing Documents;

"EXCLUDED TRANSACTION" means any genuine and good faith commercial transaction entered into between the Borrower and CSM which is not primarily financial in nature and is contemplated under the Joint Venture Agreement, but shall exclude the transactions contemplated under the CSM Loan Agreement;

"SECURITY TRUSTEE" includes its successors in title and assigns and any company with which it may amalgamate and all other persons for the time being the security trustee for itself and the Banks under this Agreement;

"SENIOR INDEBTEDNESS" means all sums (whether principal, interest, fee or otherwise) which are or at any time may be or become due from or owing by the Borrower to the Agent and/or the Banks (or any of them), whether actually or contingently, under or in connection with, or which the Borrower has covenanted to pay or discharge under or pursuant to, any of the Financing Documents (which, for the avoidance of doubt, excludes the Phase 2 Financing Documents (as defined in the Trust Deed));

"SHAREHOLDERS" means CSM, Agilent Technologies Europe B.V. and EDB Investments Pte Ltd (and includes their respective successors and permitted assignees and transferees);

"SUBORDINATED INDEBTEDNESS" means all sums which are or at any time may be or become due from or owing by the Borrower to CSM solely under the CSM Loan Agreement (as may be reduced from time to time pursuant to Clause 2.1 and excluding, for the avoidance of doubt, any Released Amount); and

"TRUST DEED" means the trust deed dated 28 September 2000 made between (1) the Borrower and (2) the Security Trustee, being the Trust Deed referred to in the Credit Agreement.

- 1.2 CONSTRUCTION: All terms and references used in this Agreement and which are defined or construed in the Credit Agreement but are not defined or construed in this Agreement shall have the same meaning and construction in this Agreement. The provisions of Clause 1(C) of the Credit Agreement shall apply to this Agreement as though they are set out in full in this Agreement (mutatis mutandis) except that references to the Credit Agreement are to be construed as references to this Agreement. All references in this Agreement to a Financing Document include that Financing Document as amended, modified or supplemented from time to time and any document which amends, modifies or supplements that Financing Document.
- 1.3 MISCELLANEOUS: The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. References to "CLAUSES" are to be construed as references to the clauses of this Agreement.

2. SUBORDINATION

- 2.1 SUBORDINATION: CSM and the Borrower hereby agree with and undertake to the Agent and each of the Banks that, notwithstanding anything to the contrary contained in any

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agreement or other document constituting or evidencing the Subordinated Indebtedness, before the Discharge Date the Subordinated Indebtedness and the rights and claims of CSM in relation to the Subordinated Indebtedness are subordinated to the Senior Indebtedness and the respective rights and claims of the Banks in relation to the Senior Indebtedness and accordingly, subject as provided in this Agreement, payments of any amount of the Subordinated Indebtedness (whether in the event of the winding-up of the Borrower or otherwise) are conditional upon all of the Senior Indebtedness having first been fully satisfied and discharged and no payment of any amount of the Subordinated Indebtedness which, but for this Agreement, would otherwise fall due for payment will fall so due, and instead such payment will fall due only if and when the Senior Indebtedness has been fully satisfied and discharged and, if the Subordinated Indebtedness or any part thereof is paid by or on behalf of the Borrower to CSM, that payment shall be forthwith paid over by CSM to the Agent, Provided that notwithstanding anything to the contrary in this Agreement and the Financing Documents, the Borrower may, at any time and from time to time, for so long as an Event of Default has not occurred and is not continuing unwaived, at its option either (1) make payments to CSM in relation to the Subordinated Indebtedness and/or (2) by notice to the Agent and CSM reduce the Subordinated Indebtedness (in any manner which CSM and the Borrower may at the relevant time agree) subject to the satisfaction by the Borrower of the following conditions:

- 2.1.1 the amount standing to the credit of the Debt Service Reserve Account at the time of such payment and/or reduction is not less than US\$129,000,000; and
- 2.1.2 the Borrower has provided a written confirmation to the Agent, duly signed by an authorised signatory of the Borrower, confirming that it will not be in breach of the covenants in Clauses 16(16)(a) and 16(16)(b) of the Credit Agreement on the immediately succeeding Calculation Date (after taking into account such payment and/or reduction) and setting out in reasonable detail the basis of calculation for which such confirmation is made.

Any such amount repaid to CSM pursuant to Clause 2.1(1) above and the amount of any reduction referred to in Clause 2.1(2) above shall cease to form part of the Subordinated Indebtedness (the "RELEASED AMOUNT").

- 2.2 TURNOVER: Without prejudice to the provisions of Clause 2.1 above, if any amount of Subordinated Indebtedness is discharged or purported to be discharged by payment, repayment, prepayment, set-off or in any other manner in contravention of Clause 2.1 above or Clause 3 (and, for the avoidance of doubt, any payment of consideration, discount or benefit given or credit terms granted under any of the Excluded Transactions shall be deemed not to be a discharge or purported discharge of any part of the Subordinated Indebtedness), CSM shall:

- 2.2.1 (if CSM actually receives the amount discharged or purported to be discharged) immediately pay it to the Agent for application towards the Senior Indebtedness; and
- 2.2.2 (if CSM does not, as a result of discharge by set-off or otherwise, actually receive the amount discharged or purported to be discharged) pay to the Agent an amount equal to that discharged or purported to be discharged.



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2.3 APPLICATION: Any amount received by the Agent from CSM, or any person on its behalf, under Clauses 2.1 or 2.2 above shall be applied in the following manner and order:

- 2.3.1 first, in or towards payment of any costs, charges and expenses incurred by the Agent then due and payable under this Agreement and the other Financing Documents;
- 2.3.2 secondly, in or towards payment of the Senior Indebtedness (and in the event that such sums are insufficient to satisfy in full the Senior Indebtedness, such sums shall be paid to the Banks in proportion to their respective shares of the Senior Indebtedness at the time of payment); and
- 2.3.3 thirdly, in payment of any surplus to CSM or any other person lawfully entitled thereto.

3. AGREEMENT BY BORROWER AND CSM

3.1 BY BORROWER: The Borrower agrees and undertakes that prior to the Discharge Date, it shall not, without the prior consent in writing of the Agent and the Banks:

- 3.1.1 make any loans or advances, whether directly or indirectly, to CSM or provide any guarantee, indemnity or security for or in connection with any indebtedness or liabilities of CSM or otherwise enter into any transactions with CSM other than (a) any transaction on arm's length commercial terms and for valuable consideration, (b) any Excluded Transaction or (c) any transaction contemplated by the CSM Loan Agreement;
- 3.1.2 secure all or any part of the Subordinated Indebtedness;
- 3.1.3 redeem, purchase or otherwise acquire any of the Subordinated Indebtedness;
- 3.1.4 repay, prepay or reduce any, or pay any interest, fees or commissions (but without prejudice to accrual thereof) on, or by reference to, any of the Subordinated Indebtedness otherwise than in accordance with the terms of this Agreement; or
- 3.1.5 take or omit to take any action whereby the subordination of the Subordinated Indebtedness or any part thereof to the Senior Indebtedness may be terminated, impaired or adversely affected.

3.2 BY CSM: Except as otherwise expressly provided in this Agreement, CSM shall not, without the prior consent in writing of the Agent and the Banks, prior to the Discharge Date:

- 3.2.1 ask, demand, sue for, take or receive, directly or indirectly, whether by exercise of set-off, counterclaim or in any other manner, or recover or enforce payment of any Subordinated Indebtedness (provided that, for the avoidance of doubt, nothing under this Clause 3.2.1 shall prohibit any asking, demand, suit for, taking or receipt, or recovery or enforcement of, any payment due by the Borrower under any of the Excluded Transactions);
- 3.2.2 take any security from the Borrower or any other person in respect of any Subordinated Indebtedness and any security taken notwithstanding the

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undertaking in this Clause 3.2.2 shall be held by CSM for the Agent (provided that nothing herein shall be effective to create a charge);

- 3.2.3 make or enforce any claim or right against the Borrower or prove in competition with the Agent or any Bank in respect of the performance of any obligation under this Agreement;
- 3.2.4 assign, transfer, sell, charge or purport to assign, transfer, sell, charge or otherwise dispose or purport to dispose of the whole or any part of or any interest in any rights which it may from time to time and for the time being have against the Borrower in respect of the Subordinated Indebtedness; or
- 3.2.5 take or omit to take any action whereby the subordination of the Subordinated Indebtedness or any part thereof to the Senior Indebtedness may be terminated, impaired or adversely affected.

4. REPRESENTATIONS AND WARRANTIES

CSM represents and warrants to and for the benefit of the Agent and each of the Banks that:

- 4.1 POWERS: it has the power to enter into, exercise its rights and perform and comply with its obligations under this Agreement;
- 4.2 AUTHORISATIONS AND CONSENTS: all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (a) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement, (b) to ensure that those obligations are valid, legally binding and enforceable, and (c) to make this Agreement admissible in evidence in the courts of Singapore have been taken, fulfilled and done;
- 4.3 NON-VIOLATION OF LAWS: its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Agreement do not and will not violate, or exceed any power or restriction granted or imposed by, (a) any law to which it is subject or (b) its Memorandum and Articles of Association;
- 4.4 OBLIGATIONS BINDING: its obligations under this Agreement are valid, binding and enforceable;
- 4.5 NON-VIOLATION OF OTHER AGREEMENTS: its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Agreement do not and will not violate, to an extent or in a manner which has or will have a material adverse effect on it, any agreement to which it is a party or which is binding on it or its assets;
- 4.6 LITIGATION: no litigation, arbitration or administrative proceeding is current or pending (a) to restrain the entry into, exercise of its rights under and/or performance or enforcement of or compliance with its obligations under this Agreement or (b) which has or will have a material adverse effect on it; and
- 4.7 REPETITION: each of the above representations and warranties will be correct and complied with in all material respects at all times up to the Discharge Date as if repeated then by reference to the then existing circumstances.

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5. UNDERTAKINGS

CSM undertakes that, at all times prior to the Discharge Date, it will from time to time on reasonable request by the Agent acting on the instructions of the Majority Banks do or procure the doing of all such acts and will execute or procure the execution of all such documents as may be reasonably necessary for giving full effect to this Agreement or securing to the Agent and the Banks the full benefits of all rights, powers and remedies conferred upon the Agent and the Banks in this Agreement.

6. PAYMENTS

6.1 TAXES

- 6.1.1 All sums payable by CSM under this Agreement shall be paid (1) free of any restriction or condition, (2) free and clear of and (except to the extent required by law) without any deduction or withholding for or on account of any tax and (3) without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or otherwise.
- 6.1.2 If CSM or any other person (whether or not a party to, or on behalf of a party to, this Agreement) must at any time deduct or withhold any tax or other amount from any sum paid or payable by, or received or receivable from, CSM under this Agreement, CSM shall pay such additional amount as is necessary to ensure that the Agent or, as the case may be, the Bank to which that sum is due, receives on the due date and retains (free from any liability other than tax on its own overall net income) a net sum equal to what it would have received and so retained had no such deduction or withholding been required or made.
- 6.1.3 If CSM or any other person (whether or not a party to, or on behalf of a party to, this Agreement) must at any time pay any tax or other amount on, or calculated by reference to, any sum received or receivable by the Agent or, as the case may be, any of the Banks from CSM under this Agreement (except for a payment by the Agent or a Bank of tax on its own overall net income), CSM shall pay or procure the payment of that tax or other amount before any interest or penalty becomes payable or, if that tax or other amount is payable and paid by the Agent or any Bank, shall reimburse it on demand for the amount paid by it.
- 6.1.4 Within 30 days after paying any sum from which it is required by law to make any deduction or withholding, and within 30 days after the due date of payment of any tax or other amount which it is required by Clause 6.1.3 above to pay, CSM shall deliver to the Agent evidence reasonably satisfactory to the Agent or, as the case may be, the relevant Bank of that deduction, withholding or payment and (where remittance is required) of the remittance thereof to the relevant taxing or other authority.
- 6.1.5 As soon as CSM is aware that any such deduction, withholding or payment is required (or any change in any such requirement), CSM shall notify the Agent.
- 6.2 GOODS AND SERVICES TAX: CSM shall also pay to the Agent and each Bank on demand, in addition to any amount payable by CSM under this Agreement, any goods and services, value added or other similar tax payable in respect of that amount (and any reference in

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this Agreement to that amount shall be deemed to include any such taxes payable in addition to it).

6.3 REFUND OF TAX CREDITS: If:

- 6.3.1 CSM makes a payment under Clause 6.1.2 or 6.1.3 (a "TAX PAYMENT") in respect of a payment to the Agent or any Bank under this Agreement; and
- 6.3.2 the Agent or the relevant Bank determines in its absolute discretion that it has obtained a refund of tax or obtained and used a credit against tax on its overall net income (a "TAX CREDIT") which the Agent or that Bank in its absolute discretion is able to identify as attributable to that Tax Payment,

then, if in its absolute discretion it can do so without any adverse consequences for the Agent or, as the case may be, that Bank, the Agent or, as the case may be, that Bank shall reimburse CSM such amount as the Agent or, as the case may be, that Bank in its absolute discretion determines to be such proportion of that Tax Credit as will leave the Agent or, as the case may be, that Bank (after that reimbursement) in no better or worse position in respect of its worldwide tax liabilities than it would have been in if no Tax Payment had been required. The Agent or any Bank shall have an absolute discretion as to whether to claim any Tax Credit (and, if it does claim, the extent, order and manner in which it does so) and whether any amount is due from it under this Clause 6.3 (and, if so, what amount and when). Neither the Agent nor any Bank shall be obliged to disclose any information regarding its tax affairs and computations.

6.4 CURRENCY INDEMNITY

- 6.4.1 Any amount received or recovered by the Agent or any Bank in respect of any sum expressed to be due to it from CSM under or in connection with this Agreement in a currency (such currency being referred to as the "RELEVANT CURRENCY") other than the currency in which such sum is expressed to be due under this Agreement (such currency being referred to as the "CURRENCY OF ACCOUNT") whether as a result of, or of the enforcement of, a judgment or order of a court or tribunal of any jurisdiction, in the winding-up of CSM or otherwise, shall only constitute a discharge to CSM to the extent of the amount in the Currency of Account which the recipient is able, in accordance with its usual practice, to purchase with the amount of the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).
- 6.4.2 If that amount in the Currency of Account is less than the amount of the Currency of Account due to the recipient under or in connection with this Agreement, CSM shall indemnify it against any loss sustained by it as a result. In any event, CSM shall indemnify the recipient against the cost of making any such purchase. For the purpose of this Clause 6.4, it will be sufficient for the recipient to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.
- 6.4.3 Each of the indemnities in this Clause 6.4 constitutes a separate and independent obligation from the other obligations in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any

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indulgence granted by the Agent and/or any Bank and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement or any other judgment or order.

7. NATURE OF RIGHTS AND OBLIGATIONS

7.1 NO RELEASE: The obligations of CSM under this Agreement (excluding, for the avoidance of doubt, any obligation of CSM under this Agreement which has been discharged) shall not be discharged, impaired or otherwise affected by any act, omission, matter or thing which, but for this Clause 7.1, may operate to release or otherwise exonerate CSM from its obligations under this Agreement in whole or in part, including without limitation and whether or not known to it or any other person:

- 7.1.1 any variation in or to the Project;
- 7.1.2 any time, indulgence, concession waiver or consent at any time given by the Agent and/or any of the Banks in respect of the Senior Indebtedness or any part thereof or to the Borrower, CSM or any other person;
- 7.1.3 any amendment or supplement to any provision of any Financing Document or any other agreement, security, guarantee or indemnity;
- 7.1.4 the making or the absence of any demand on the Borrower, CSM or any other person for payment;
- 7.1.5 the enforcement or absence of enforcement of or release of any of the Financing Documents or any other agreement, security, guarantee or indemnity held in respect of the Senior Indebtedness;
- 7.1.6 the winding-up, insolvency or bankruptcy of the Borrower, CSM or any other person;
- 7.1.7 the illegality, invalidity or unenforceability of or any defect in any provision of any Financing Document or any other agreement, security, guarantee or indemnity or any of the obligations of the Borrower, CSM or any other person thereunder, whether on the grounds of ultra vires, not being in the interests of the Borrower or any other person, not having been duly authorised, executed or delivered by the Borrower or any other person or for any reason whatsoever; or
- 7.1.8 any other act, event or omission which but for this provision would or might operate to impair or discharge the obligations of CSM under this Agreement.

7.2 CONTINUING OBLIGATIONS: The obligations of CSM and the Borrower under this Agreement are continuing obligations, will not be discharged by any intermediate payment and will remain in full force and effect until the obligations have been fulfilled (for the avoidance of doubt, nothing in this Clause 7.2 shall affect any obligations of the Borrower or CSM which has been discharged by the due and proper performance by the Borrower or CSM of such obligations).

7.3 REINSTATEMENT

- 7.3.1 Any settlement or discharge between the Agent or any of the Banks and CSM shall be conditional upon no security or payment to the Agent or such Bank by the

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Borrower or any other person being avoided or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or winding-up for the time being in force or by virtue of any obligation to give effect to any preference or priority and the Agent or such Bank (as the case may be) shall be entitled to recover the value or amount of any such security or payment from CSM subsequently as if such settlement or discharge had not occurred.

7.3.2 Without prejudice to the provisions of Clause 7.3.1 above, where any discharge (whether in respect of the obligations of CSM or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, insolvency or winding-up or otherwise without limitation, the liability of CSM under this Agreement shall, unless the Agent and the Banks agree otherwise, continue as if the discharge or arrangement, as the case may be, had not occurred.

7.4 FAILURE BY CSM: The failure of CSM or the Borrower to perform or comply with any of its obligations under this Agreement shall not release CSM or the Borrower of its obligations under this Agreement.

7.5 IMMEDIATE RE COURSE: CSM waives any right which it may have of first requesting the Agent or any of the Banks to proceed against or enforce any other rights or security or claim payment from the Borrower or any other person before claiming from CSM under this Agreement.

7.6 ADDITIONAL SECURITY: This Agreement shall be in addition to and shall not in any way be prejudiced by any other security now or hereafter held by the Agent or any Bank as security for the obligations of the Borrower under the Credit Agreement.

8. EXPENSES

8.1 BY CSM: CSM shall pay on demand all costs and expenses (including legal expenses on a full indemnity basis) reasonably incurred by the Agent and/or any of the Banks in protecting or enforcing any rights against it under this Agreement.

8.2 BY BORROWER: The Borrower shall pay on demand all costs and expenses (including legal expenses on a full indemnity basis) reasonably incurred by the Agent and/or any of the Banks in protecting or enforcing any rights against it under this Agreement.

9. BENEFIT OF AGREEMENT

9.1 CSM/BORROWER: The Borrower may not assign or transfer any of its rights, benefits or obligations under this Agreement. CSM may not assign or transfer any of its rights, benefits or obligations under this Agreement.

9.2 AGENT/BANKS

9.2.1 Each of the Agent and the Banks may assign all or part of its rights under this Agreement without the consent of any party to any assignee or transferee under the Credit Agreement (but the assignor shall give to the Borrower prior notice of such assignment or transfer). Any such assignee shall be entitled to the full

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benefit of this Agreement to the same extent as if it were an original party in respect of the rights assigned to it.

9.2.2 Neither CSM nor the Borrower shall be liable for any costs or expenses which may be incurred in connection with any assignment or transfer of any of the rights of the Agent or any of the Banks under this Agreement.

9.3 **DISCLOSURE OF INFORMATION:** The Agent or any of the Banks may disclose on a confidential basis to any other party to the Financing Documents or any of its other branches or its headquarters or to an actual or potential New Lending Bank, assignee, sub-participant or the like such information about the Borrower, CSM or any other person as it may think fit and may disclose to such party such information about the Borrower or CSM with the prior consent in writing of the Borrower or, as the case may be, CSM (Provided that, at any time and from time to time after the making of a declaration under Clause 17(B) of the Credit Agreement, (1) no such consent will be required for any such disclosure and (2) the Agent or the relevant Bank making any such disclosure shall, if practicable, consult with the Borrower or, as the case may be, CSM prior to making any such disclosure and shall consider in good faith any request from the Borrower or, as the case may be, CSM to the Agent or such Bank not to make any such disclosure or to delay making any such disclosure).

9.4 **LIMITATION ON CERTAIN OBLIGATIONS:** If, at the time of any assignment or transfer by a Bank, circumstances exist which would oblige CSM to pay to the assignee or transferee under Clause 6.1 any sum in excess of the sum (if any) which it would have been obliged to pay to that Bank under that Clause in the absence of that assignment or transfer, CSM shall not be obliged to pay that excess.

10. WAIVERS

No failure on the part of the Agent or any of the Banks to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

11. COMMUNICATIONS

11.1 **ADDRESSES:** Each communication under this Agreement shall be made by fax, telex or otherwise in writing. Each communication or document to be delivered to any party under this Agreement shall be sent to that party at the fax number, telex number or address, and marked for the attention of the person (if any), from time to time designated by that party to the Agent (or, in the case of the Agent, by it to each other party) for the purpose of this Agreement. The initial fax number, telex number, address and person (if any) so designated by each party are set out against its name at the end of this Agreement.

11.2 **DEEMED DELIVERY:** Any communication under this Agreement shall be deemed to have been received (if sent by fax or telex) on the day of despatch or (in any other case) when left at the address required by Clause 11.1 above or within five days after being sent by prepaid post (by airmail if to another country) addressed to it at that address.



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12. PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

13. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

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IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

THE BORROWER

The Common Seal of)
CHARTERED SILICON PARTNERS PTE LTD)
was hereunto affixed)
in the presence of:)

/s/ George Thomas Director

/s/ Angela Hon Secretary

60, Woodlands Industrial Park D,
Street 2,
Singapore 738406.

Fax Number: 3604970

Attention: Legal Department

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CSM

The Common Seal of)
CHARTERED SEMICONDUCTOR)
MANUFACTURING LTD)
was hereunto affixed)
in the presence of:)

/s/ James Norling Director

/s/ Angela Hon Secretary

60, Woodlands Industrial Park D,
Street 2,
Singapore 738406.

Fax Number: 3622909

Attention: Legal Department



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THE AGENT

Signed, Sealed and Delivered by) /s/ Sonali C Tang/ Connie Seah

as)

attorneys for and on behalf of)

ABN AMRO BANK N.V.,)

SINGAPORE BRANCH)

in the presence of:) /s/ Leong Wai Mei

63, Chulia Street, 12th Floor,

Singapore 049514.

Fax Number: 6536 2758 / 6231 8143

Telex Number: RS 24396

Attention: Ms Sonali Tang / Ms Patricia Chew / Ms Connie Seah

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[E/O]**JB: U91991****PN: 706.03.01.00****SN: 0****Ed#: 1**

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EXHIBIT 6.3

[Under the letterhead of ABN AMRO Bank N.V., Singapore Branch]

To: Chartered Silicon Partners Pte Ltd
60 Woodlands Industrial Park D
Street 2
Singapore 738406
(the "BORROWER")

Attention: The Legal Department

26 June 2002

Dear Sirs,

CHARTERED SILICON PARTNERS PTE LTD
CREDIT AGREEMENT DATED 12 MARCH 1998
(AS AMENDED, MODIFIED AND SUPPLEMENTED BY
(1) A FIRST SUPPLEMENTAL AGREEMENT DATED 14 DECEMBER 1998, (2) A
SECOND SUPPLEMENTAL AGREEMENT DATED 9 NOVEMBER 1999, (3) A THIRD
SUPPLEMENTAL AGREEMENT DATED 14 DECEMBER 2000 AND (4) A FOURTH
SUPPLEMENTAL AGREEMENT DATED 21 MAY 2002)

We refer to the above agreement (the "CREDIT AGREEMENT", which expression shall include the Credit Agreement as amended, modified and supplemented by the First Supplemental Agreement dated 14 December 1998 made between the parties to the Credit Agreement, the Second Supplemental Agreement dated 9 November 1999 made between the parties to the Credit Agreement, the Third Supplemental Agreement dated 14 December 2000 made between the parties to the Credit Agreement and ABN AMRO Bank N.V., Singapore Branch (the "SECURITY TRUSTEE"), as security trustee, and the Fourth Supplemental Agreement dated 21 May 2002 made between the parties to the Credit Agreement and the Security Trustee) made between (a) the Borrower, as borrower, (b) ABN AMRO Bank N.V., Singapore Branch, Bayerische Landesbank Girozentrale, Singapore Branch, Citibank, N.A., Singapore Branch, United Overseas Bank Limited (formerly known as Overseas Union Bank Limited) and Sumitomo Mitsui Banking Corporation, Singapore Branch (formerly known as The Sumitomo Bank, Limited), as arrangers, (c) Oversea-Chinese Banking Corporation Limited, as senior lead manager, (d) The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch, as lead manager, (e) UFJ Bank Limited, Singapore Branch (formerly known as The Sanwa Bank Limited, Singapore Branch), as manager, (f) the Guarantor Banks named therein, as guarantor banks, (g) the Lending Banks named therein, as lending banks and (h) ABN AMRO Bank N.V., Singapore Branch (the "AGENT"), as agent.

Terms defined in the Credit Agreement have the same meaning herein.

In Clause 1(A) of the Credit Agreement, the definition of "Net Worth" is defined in paragraph (3) thereof to include the aggregate outstanding amount of all indebtedness of the Borrower to the Shareholders or any related corporation of the Borrower which are subordinated to



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the Borrower's obligations under the Financing Documents (either pursuant to the Shareholders Undertaking or otherwise in a manner and on terms satisfactory to the Majority Banks).

We understand that the Borrower has requested that in order to enable it to comply with the financial covenant set out in Clause 16(16)(a) of the Credit Agreement, it has proposed to include certain sums owing by it as receivables to CSM for the purposes of the computation of "Net Worth" referred to in Clause 16(16)(a) of the Credit Agreement.

It is noted that this will be achieved by converting receivables into loan(s) from CSM to the Borrower, which loan(s) shall then be subordinated to the Borrower's obligations under the Financing Documents in accordance with the terms of the Subordination Agreement (as hereinafter defined).

This letter confirms that all the Majority Banks have approved the terms of a subordination agreement to be executed by the Borrower and CSM in favour of the Agent (the "SUBORDINATION AGREEMENT") in the form set out in the Schedule hereto for the purposes of the subordination of the aforesaid loan(s).

This letter also confirms that the Majority Banks have agreed: (1) to include the following additional definition in the Credit Agreement:

" "SUBORDINATION AGREEMENT" means an agreement made or to be made between CSM, the Borrower and the Agent to subordinate therein amounts owing by the Borrower to CSM solely under the CSM Loan Agreement (as defined in the Subordination Agreement)"; and

(2) to amend the definition of "Financing Documents" in Clause 1(A) of the Credit Agreement to include the Subordination Agreement as a Financing Document."

The above consents are subject to the Agent having received the following documents:

- (1) the Subordination Agreement executed by the Borrower and CSM;
- (2) a certified true copy of the executed loan agreement between CSM and the Borrower evidencing the indebtedness to be subordinated pursuant to the Subordination Agreement;
- (3) a copy, certified true by an authorised officer of each of the Borrower and CSM as being in full force and effect on the date thereof, of:
 - (a) all actions required to be taken by each of the Borrower and CSM
 - (a) authorising the entry into of the Subordination Agreement and
 - (b) authorising appropriate persons to execute and deliver the Subordination Agreement on behalf of the

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Borrower or, as the case may be, CSM and to take any action contemplated in the Subordination Agreement; and

- (b) all necessary consents required by each of the Borrower and CSM for the execution, delivery and performance of the Subordination Agreement or, if no such consents are necessary, a certificate to that effect from a person duly authorised by each of the Borrower and CSM so to certify; and
- (4) specimen signatures of the respective persons referred to in paragraph (3) above, duly certified, together with certificates of incumbency, also duly certified, in respect of each such person.

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of this letter.

Save as expressly provided in this letter, the Financing Documents remain and shall continue in full force and effect.

This letter shall be governed by, and construed in accordance with, Singapore law.

Dated 26 June 2002.

Yours faithfully,
for and behalf of
ABN AMRO BANK N.V., Singapore Branch
as agent for the Banks (as defined in the Credit Agreement)

By: /s/ Sonali C Tang/Connie Seah

Name: Sonali C Tang/Connie Seah

Title: Vice President/ Asst. Vice President
Agency Asia

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<DESCRIPTION> SUBORDINATION AGREEMENT DATED JUNE 28, 2002

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EXHIBIT 6.4

[ALLEN & GLEDHILL LETTERHEAD]

Dated 28 June 2002

CHARTERED SILICON PARTNERS PTE LTD

as Borrower

CHARTERED SEMICONDUCTOR MANUFACTURING LTD

as CSM

and

ABN AMRO BANK N.V., SINGAPORE BRANCH

as Security Trustee

SUBORDINATION AGREEMENT

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THIS AGREEMENT is made on 28 June 2002 BETWEEN:

- (1) CHARTERED SILICON PARTNERS PTE LTD (the "BORROWER");
- (2) CHARTERED SEMICONDUCTOR MANUFACTURING LTD ("CSM"); and
- (3) ABN AMRO BANK N.V., SINGAPORE BRANCH, in its capacity as security trustee for itself and the Secured Parties defined below (in such capacity, the "SECURITY TRUSTEE").

WHEREAS:

- (A) By a Credit Agreement (the "CREDIT AGREEMENT") dated 28 September 2000 made between (1) the Borrower, as borrower, (2) ABN AMRO Bank N.V., Singapore Branch, Citibank, N.A., Singapore Branch, United Overseas Bank Limited (formerly known as Overseas Union Bank Limited), Sumitomo Mitsui Banking Corporation, Singapore Branch (formerly known as The Sumitomo Bank, Limited, Singapore Branch), Oversea-Chinese Banking Corporation Limited, Industrial And Commercial Bank Of China, Singapore Branch and Commerzbank Aktiengesellschaft, Singapore Branch, as lead arrangers, (3) The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch, UFJ Bank Limited, Singapore Branch (formerly known as The Sanwa Bank Limited, Singapore Branch), Mizuho Corporate Bank Limited, Singapore Branch (formerly known as The Industrial Bank of Japan, Limited, Singapore Branch), The Norinchukin Bank, Singapore Branch and Credit Lyonnais, Singapore Branch, as arrangers, (4) The Hongkong and Shanghai Banking Corporation Limited, as co-arranger, (5) Bayerische Landesbank Girozentrale, Singapore Branch, as lead manager, (6) Westdeutsche Landesbank Girozentrale, Singapore Branch, as manager, (7) the Guarantor Banks named therein, as guarantor banks, (8) the Lending Banks named therein, as lending banks, (9) ABN AMRO Bank N.V. (the "AGENT"), as agent, and (10) the Security Trustee, as security trustee, (a) the Guarantor Banks agreed to grant a S\$240,000,000 guarantee facility or a US\$140,000,000 term loan facility to the Borrower and (b) the Lending Banks agreed to grant a US\$680,000,000 term loan facility to the Borrower, upon the terms and subject to the conditions of the Credit Agreement.
- (B) CSM is the legal and beneficial owner of 51 per cent. of the issued shares in the capital of the Borrower.
- (C) CSM (after giving due consideration to the terms and conditions of the Credit Agreement and satisfying itself that there are reasonable grounds for believing that the entry into by it of this Agreement will benefit it) has agreed to enter into this Agreement and give the undertakings provided in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 DEFINITIONS: In this Agreement, except to the extent that the context requires otherwise:

"CSM LOAN AGREEMENT" means the loan agreement dated 27 June 2002 made between (1) the Borrower, as borrower, and (2) CSM, as lender;

"DISCHARGE DATE" means the date on which the Senior Indebtedness has been discharged in full and on which the Borrower and the Shareholders cease to be under any liability to the Security Trustee and the Secured Parties under or in connection with the Financing Documents;

[E/O]**JB: U91991****PN: 706.04.04.00****SN: 0****Ed#: 2**

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"EXCLUDED TRANSACTION" means any genuine and good faith commercial transaction entered into between the Borrower and CSM which is not primarily financial in nature and is contemplated under the Joint Venture Agreement, but shall exclude the transactions contemplated under the CSM Loan Agreement;

"SECURED PARTIES" means all parties for the time being to the Credit Agreement other than the Borrower (and includes their respective successors and assigns);

"SECURITY TRUSTEE" includes its successors in title and assigns and any company with which it may amalgamate and all other persons for the time being the security trustee for itself and the Secured Parties under this Agreement;

"SENIOR INDEBTEDNESS" means all sums (whether principal, interest, fee or otherwise) which are or at any time may be or become due from or owing by the Borrower to the Security Trustee and/or the Secured Parties (or any of them), whether actually or contingently, under or in connection with, or which the Borrower has covenanted to pay or discharge under or pursuant to, any of the Financing Documents (which, for the avoidance of doubt, excludes the Phase 1 Financing Documents (as defined in the Trust Deed));

"SHAREHOLDERS" means CSM, Agilent Technologies Europe B.V. and EDB Investments Pte Ltd (and includes their respective successors and permitted assignees and transferees);

"SUBORDINATED INDEBTEDNESS" means all sums which are or at any time may be or become due from or owing by the Borrower to CSM solely under the CSM Loan Agreement (as may be reduced from time to time pursuant to Clause 3.1 and excluding, for the avoidance of doubt, any Released Amount); and

"TRUST DEED" means the trust deed dated 28 September 2000 made between (1) the Borrower and (2) the Security Trustee, being the Trust Deed referred to in the Credit Agreement.

1.2 CONSTRUCTION: All terms and references used in this Agreement and which are defined or construed in the Credit Agreement but are not defined or construed in this Agreement shall have the same meaning and construction in this Agreement. The provisions of Clause 1(C) of the Credit Agreement shall apply to this Agreement as though they are set out in full in this Agreement (mutatis mutandis) except that references to the Credit Agreement are to be construed as references to this Agreement. All references in this Agreement to a Financing Document include that Financing Document as amended, modified or supplemented from time to time and any document which amends, modifies or supplements that Financing Document.

1.3 MISCELLANEOUS: The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. References to "CLAUSES" are to be construed as references to the clauses of this Agreement.

2. DECLARATION OF TRUST

CSM acknowledges that the Security Trustee holds the benefit of this Agreement as agent and trustee for the Secured Parties.

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3. SUBORDINATION

3.1 SUBORDINATION: CSM and the Borrower hereby agree with and undertake to the Security Trustee and each of the Secured Parties that, notwithstanding anything to the contrary contained in any agreement or other document constituting or evidencing the Subordinated Indebtedness, before the Discharge Date the Subordinated Indebtedness and the rights and claims of CSM in relation to the Subordinated Indebtedness are subordinated to the Senior Indebtedness and the respective rights and claims of the Secured Parties in relation to the Senior Indebtedness and accordingly, subject as provided in this Agreement, payments of any amount of the Subordinated Indebtedness (whether in the event of the winding-up of the Borrower or otherwise) are conditional upon all of the Senior Indebtedness having first been fully satisfied and discharged and no payment of any amount of the Subordinated Indebtedness which, but for this Agreement, would otherwise fall due for payment will fall so due, and instead such payment will fall due only if and when the Senior Indebtedness has been fully satisfied and discharged and, if the Subordinated Indebtedness or any part thereof is paid by or on behalf of the Borrower to CSM, that payment shall be forthwith paid over by CSM to the Security Trustee, Provided that notwithstanding anything to the contrary in this Agreement and the Financing Documents, the Borrower may, at any time and from time to time, for so long as an Event of Default has not occurred and is not continuing unwaived, at its option either (1) make payments to CSM in relation to the Subordinated Indebtedness and/or (2) by notice to the Security Trustee and CSM reduce the Subordinated Indebtedness (in any manner which CSM and the Borrower may at the relevant time agree) subject to the satisfaction by the Borrower of the following conditions:

- 3.1.1 the amount standing to the credit of the Debt Service Reserve Account at the time of such payment and/or reduction is not less than US\$129,000,000; and
- 3.1.2 the Borrower has provided a written confirmation to the Security Trustee, duly signed by an authorised signatory of the Borrower, confirming that it will not be in breach of the covenants in Clauses 16(A)(15)(a) and 16(A)(15)(b) of the Credit Agreement on the immediately succeeding Calculation Date (after taking into account such payment and/or reduction) and setting out in reasonable detail the basis of calculation for which such confirmation is made.

Any such amount repaid to CSM pursuant to Clause 3.1(1) above and the amount of any reduction referred to in Clause 3.1(2) above shall cease to form part of the Subordinated Indebtedness (the "RELEASED AMOUNT").

3.2 TURNOVER: Without prejudice to the provisions of Clause 3.1 above, if any amount of Subordinated Indebtedness is discharged or purported to be discharged by payment, repayment, prepayment, set-off or in any other manner in contravention of Clause 3.1 above or Clause 4 (and, for the avoidance of doubt, any payment of consideration, discount or benefit given or credit terms granted under any of the Excluded Transactions shall be deemed not to be a discharge or purported discharge of any part of the Subordinated Indebtedness), CSM shall:

- 3.2.1 (if CSM actually receives the amount discharged or purported to be discharged) immediately pay it to the Security Trustee for application towards the Senior Indebtedness; and



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3.2.2 (if CSM does not, as a result of discharge by set-off or otherwise, actually receive the amount discharged or purported to be discharged) pay to the Security Trustee an amount equal to that discharged or purported to be discharged.

3.3 APPLICATION: Any amount received by the Security Trustee from CSM, or any person on its behalf, under Clauses 3.1 or 3.2 above shall be applied in the following manner and order:

- 3.3.1 first, in or towards payment of any costs, charges and expenses incurred by the Security Trustee then due and payable under this Agreement and the other Financing Documents;
- 3.3.2 secondly, in or towards payment of the Senior Indebtedness (and in the event that such sums are insufficient to satisfy in full the Senior Indebtedness, such sums shall be paid to the Secured Parties in proportion to their respective shares of the Senior Indebtedness at the time of payment); and
- 3.3.3 thirdly, in payment of any surplus to CSM or any other person lawfully entitled thereto.

4. AGREEMENT BY BORROWER AND CSM

4.1 BY BORROWER: The Borrower agrees and undertakes that prior to the Discharge Date, it shall not, without the prior consent in writing of the Security Trustee and the Secured Parties:

- 4.1.1 make any loans or advances, whether directly or indirectly, to CSM or provide any guarantee, indemnity or security for or in connection with any indebtedness or liabilities of CSM or otherwise enter into any transactions with CSM other than (a) any transaction on arm's length commercial terms and for valuable consideration, (b) any Excluded Transaction or (c) any transaction contemplated by the CSM Loan Agreement;
- 4.1.2 secure all or any part of the Subordinated Indebtedness;
- 4.1.3 redeem, purchase or otherwise acquire any of the Subordinated Indebtedness;
- 4.1.4 repay, prepay or reduce any, or pay any interest, fees or commissions (but without prejudice to accrual thereof) on, or by reference to, any of the Subordinated Indebtedness otherwise than in accordance with the terms of this Agreement; or
- 4.1.5 take or omit to take any action whereby the subordination of the Subordinated Indebtedness or any part thereof to the Senior Indebtedness may be terminated, impaired or adversely affected.

4.2 BY CSM: Except as otherwise expressly provided in this Agreement, CSM shall not, without the prior consent in writing of the Security Trustee and the Secured Parties, prior to the Discharge Date:

- 4.2.1 ask, demand, sue for, take or receive, directly or indirectly, whether by exercise of set-off, counterclaim or in any other manner, or recover or enforce payment of any Subordinated Indebtedness (provided that, for the avoidance of doubt, nothing under this Clause 4.2.1 shall prohibit any asking, demand, suit for, taking or

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receipt, or recovery or enforcement of, any payment due by the Borrower under any of the Excluded Transactions);

- 4.2.2 take any security from the Borrower or any other person in respect of any Subordinated Indebtedness and any security taken notwithstanding the undertaking in this Clause 4.2.2 shall be held by CSM for the Security Trustee (provided that nothing herein shall be effective to create a charge);
- 4.2.3 make or enforce any claim or right against the Borrower or prove in competition with the Security Trustee or any Secured Party in respect of the performance of any obligation under this Agreement;
- 4.2.4 assign, transfer, sell, charge or purport to assign, transfer, sell, charge or otherwise dispose or purport to dispose of the whole or any part of or any interest in any rights which it may from time to time and for the time being have against the Borrower in respect of the Subordinated Indebtedness; or
- 4.2.5 take or omit to take any action whereby the subordination of the Subordinated Indebtedness or any part thereof to the Senior Indebtedness may be terminated, impaired or adversely affected.

5. REPRESENTATIONS AND WARRANTIES

CSM represents and warrants to and for the benefit of the Security Trustee and each of the Secured Parties that:

- 5.1 POWERS: it has the power to enter into, exercise its rights and perform and comply with its obligations under this Agreement;
- 5.2 AUTHORISATIONS AND CONSENTS: all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (a) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement, (b) to ensure that those obligations are valid, legally binding and enforceable, and (c) to make this Agreement admissible in evidence in the courts of Singapore have been taken, fulfilled and done;
- 5.3 NON-VIOLATION OF LAWS: its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Agreement do not and will not violate, or exceed any power or restriction granted or imposed by, (a) any law to which it is subject or (b) its Memorandum and Articles of Association;
- 5.4 OBLIGATIONS BINDING: its obligations under this Agreement are valid, binding and enforceable;
- 5.5 NON-VIOLATION OF OTHER AGREEMENTS: its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Agreement do not and will not violate, to an extent or in a manner which has or will have a material adverse effect on it, any agreement to which it is a party or which is binding on it or its assets;
- 5.6 LITIGATION: no litigation, arbitration or administrative proceeding is current or pending (a) to restrain the entry into, exercise of its rights under and/or performance or enforcement of or compliance with its obligations under this Agreement or (b) which has or will have a material adverse effect on it; and

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5.7 REPETITION: each of the above representations and warranties will be correct and complied with in all material respects at all times up to the Discharge Date as if repeated then by reference to the then existing circumstances.

6. UNDERTAKINGS

CSM undertakes that, at all times prior to the Discharge Date, it will from time to time on reasonable request by the Security Trustee acting on the instructions of the Majority Banks do or procure the doing of all such acts and will execute or procure the execution of all such documents as may be reasonably necessary for giving full effect to this Agreement or securing to the Security Trustee and the Secured Parties the full benefits of all rights, powers and remedies conferred upon the Security Trustee and the Secured Parties in this Agreement.

7. PAYMENTS

7.1 TAXES

7.1.1 All sums payable by CSM under this Agreement shall be paid (1) free of any restriction or condition, (2) free and clear of and (except to the extent required by law) without any deduction or withholding for or on account of any tax and (3) without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off or otherwise.

7.1.2 If CSM or any other person (whether or not a party to, or on behalf of a party to, this Agreement) must at any time deduct or withhold any tax or other amount from any sum paid or payable by, or received or receivable from, CSM under this Agreement, CSM shall pay such additional amount as is necessary to ensure that the Security Trustee or, as the case may be, the Secured Party to which that sum is due, receives on the due date and retains (free from any liability other than tax on its own overall net income) a net sum equal to what it would have received and so retained had no such deduction or withholding been required or made.

7.1.3 If CSM or any other person (whether or not a party to, or on behalf of a party to, this Agreement) must at any time pay any tax or other amount on, or calculated by reference to, any sum received or receivable by the Security Trustee or, as the case may be, any of the Secured Parties from CSM under this Agreement (except for a payment by the Security Trustee or a Secured Party of tax on its own overall net income), CSM shall pay or procure the payment of that tax or other amount before any interest or penalty becomes payable or, if that tax or other amount is payable and paid by the Security Trustee or any Secured Party, shall reimburse it on demand for the amount paid by it.

7.1.4 Within 30 days after paying any sum from which it is required by law to make any deduction or withholding, and within 30 days after the due date of payment of any tax or other amount which it is required by Clause 7.1.3 above to pay, CSM shall deliver to the Security Trustee evidence reasonably satisfactory to the Security Trustee or, as the case may be, the relevant Secured Party of that deduction, withholding or payment and (where remittance is required) of the remittance thereof to the relevant taxing or other authority.

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7.1.5 As soon as CSM is aware that any such deduction, withholding or payment is required (or any change in any such requirement), CSM shall notify the Security Trustee.

7.2 GOODS AND SERVICES TAX: CSM shall also pay to the Security Trustee and each Secured Party on demand, in addition to any amount payable by CSM under this Agreement, any goods and services, value added or other similar tax payable in respect of that amount (and any reference in this Agreement to that amount shall be deemed to include any such taxes payable in addition to it).

7.3 REFUND OF TAX CREDITS: If:

7.3.1 CSM makes a payment under Clause 7.1.2 or 7.1.3 (a "TAX PAYMENT") in respect of a payment to the Security Trustee or any Secured Party under this Agreement; and

7.3.2 the Security Trustee or the relevant Secured Party determines in its absolute discretion that it has obtained a refund of tax or obtained and used a credit against tax on its overall net income (a "TAX CREDIT") which the Security Trustee or that Secured Party in its absolute discretion is able to identify as attributable to that Tax Payment,

then, if in its absolute discretion it can do so without any adverse consequences for the Security Trustee or, as the case may be, that Secured Party, the Security Trustee or, as the case may be, that Secured Party shall reimburse CSM such amount as the Security Trustee or, as the case may be, that Secured Party in its absolute discretion determines to be such proportion of that Tax Credit as will leave the Security Trustee or, as the case may be, that Secured Party (after that reimbursement) in no better or worse position in respect of its worldwide tax liabilities than it would have been in if no Tax Payment had been required. The Security Trustee or any Secured Party shall have an absolute discretion as to whether to claim any Tax Credit (and, if it does claim, the extent, order and manner in which it does so) and whether any amount is due from it under this Clause 7.3 (and, if so, what amount and when). Neither the Security Trustee nor any Secured Party shall be obliged to disclose any information regarding its tax affairs and computations.

7.4 CURRENCY INDEMNITY

7.4.1 Any amount received or recovered by the Security Trustee or any Secured Party in respect of any sum expressed to be due to it from CSM under or in connection with this Agreement in a currency (such currency being referred to as the "RELEVANT CURRENCY") other than the currency in which such sum is expressed to be due under this Agreement (such currency being referred to as the "CURRENCY OF ACCOUNT") whether as a result of, or of the enforcement of, a judgment or order of a court or tribunal of any jurisdiction, in the winding-up of CSM or otherwise, shall only constitute a discharge to CSM to the extent of the amount in the Currency of Account which the recipient is able, in accordance with its usual practice, to purchase with the amount of the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).



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7.4.2 If that amount in the Currency of Account is less than the amount of the Currency of Account due to the recipient under or in connection with this Agreement, CSM shall indemnify it against any loss sustained by it as a result. In any event, CSM shall indemnify the recipient against the cost of making any such purchase. For the purpose of this Clause 7.4, it will be sufficient for the recipient to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

7.4.3 Each of the indemnities in this Clause 7.4 constitutes a separate and independent obligation from the other obligations in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Security Trustee and/or any Secured Party and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement or any other judgment or order.

8. NATURE OF RIGHTS AND OBLIGATIONS

8.1 NO RELEASE: The obligations of CSM under this Agreement (excluding, for the avoidance of doubt, any obligation of CSM under this Agreement which has been discharged) shall not be discharged, impaired or otherwise affected by any act, omission, matter or thing which, but for this Clause 8.1, may operate to release or otherwise exonerate CSM from its obligations under this Agreement in whole or in part, including without limitation and whether or not known to it or any other person:

8.1.1 any variation in or to the Project;

8.1.2 any time, indulgence, concession waiver or consent at any time given by the Security Trustee and/or any of the Secured Parties in respect of the Senior Indebtedness or any part thereof or to the Borrower, CSM or any other person;

8.1.3 any amendment or supplement to any provision of any Financing Document or any other agreement, security, guarantee or indemnity;

8.1.4 the making or the absence of any demand on the Borrower, CSM or any other person for payment;

8.1.5 the enforcement or absence of enforcement of or release of any of the Financing Documents or any other agreement, security, guarantee or indemnity held in respect of the Senior Indebtedness;

8.1.6 the winding-up, insolvency or bankruptcy of the Borrower, CSM or any other person;

8.1.7 the illegality, invalidity or unenforceability of or any defect in any provision of any Financing Document or any other agreement, security, guarantee or indemnity or any of the obligations of the Borrower, CSM or any other person thereunder, whether on the grounds of ultra vires, not being in the interests of the Borrower or any other person, not having been duly authorised, executed or delivered by the Borrower or any other person or for any reason whatsoever; or

8.1.8 any other act, event or omission which but for this provision would or might operate to impair or discharge the obligations of CSM under this Agreement.

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8.2 CONTINUING OBLIGATIONS: The obligations of CSM and the Borrower under this Agreement are continuing obligations, will not be discharged by any intermediate payment and will remain in full force and effect until the obligations have been fulfilled (for the avoidance of doubt, nothing in this Clause 8.2 shall affect any obligations of the Borrower or CSM which has been discharged by the due and proper performance by the Borrower or CSM of such obligations).

8.3 REINSTATEMENT

- 8.3.1 Any settlement or discharge between the Security Trustee or any of the Secured Parties and CSM shall be conditional upon no security or payment to the Security Trustee or such Secured Party by the Borrower or any other person being avoided or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or winding-up for the time being in force or by virtue of any obligation to give effect to any preference or priority and the Security Trustee or such Secured Party (as the case may be) shall be entitled to recover the value or amount of any such security or payment from CSM subsequently as if such settlement or discharge had not occurred.
- 8.3.2 Without prejudice to the provisions of Clause 8.3.1 above, where any discharge (whether in respect of the obligations of CSM or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, insolvency or winding-up or otherwise without limitation, the liability of CSM under this Agreement shall, unless the Security Trustee and the Secured Parties agree otherwise, continue as if the discharge or arrangement, as the case may be, had not occurred.

8.4 FAILURE BY CSM: The failure of CSM or the Borrower to perform or comply with any of its obligations under this Agreement shall not release CSM or the Borrower of its obligations under this Agreement.

8.5 IMMEDIATE REOURSE: CSM waives any right which it may have of first requesting the Security Trustee or any of the Secured Parties to proceed against or enforce any other rights or security or claim payment from the Borrower or any other person before claiming from CSM under this Agreement.

8.6 ADDITIONAL SECURITY: This Agreement shall be in addition to and shall not in any way be prejudiced by any other security now or hereafter held by the Security Trustee or any Secured Party as security for the obligations of the Borrower under the Credit Agreement.

9. EXPENSES

9.1 BY CSM: CSM shall pay on demand all costs and expenses (including legal expenses on a full indemnity basis) reasonably incurred by the Security Trustee and/or any of the Secured Parties in protecting or enforcing any rights against it under this Agreement.

9.2 BY BORROWER: The Borrower shall pay on demand all costs and expenses (including legal expenses on a full indemnity basis) reasonably incurred by the Security Trustee and/or any of the Secured Parties in protecting or enforcing any rights against it under this Agreement.



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10. BENEFIT OF AGREEMENT

10.1 CSM/BORROWER: The Borrower may not assign or transfer any of its rights, benefits or obligations under this Agreement. CSM may not assign or transfer any of its rights, benefits or obligations under this Agreement.

10.2 SECURITY TRUSTEE/SECURED PARTIES

10.2.1 Each of the Security Trustee and the Secured Parties may assign all or part of its rights under this Agreement without the consent of any party to any assignee or transferee under the Credit Agreement (but the assignor shall give to the Borrower prior notice of such assignment or transfer). Any such assignee shall be entitled to the full benefit of this Agreement to the same extent as if it were an original party in respect of the rights assigned to it.

10.2.2 Neither CSM nor the Borrower shall be liable for any costs or expenses which may be incurred in connection with any assignment or transfer of any of the rights of the Security Trustee or any of the Secured Parties under this Agreement.

10.3 DISCLOSURE OF INFORMATION: The Security Trustee or any of the Secured Parties may disclose on a confidential basis to any other party to the Financing Documents or any of its other branches or its headquarters or to an actual or potential New Bank, assignee, sub-participant or the like such information about the Borrower, CSM or any other person as it may think fit and may disclose to such party such information about the Borrower or CSM with the prior consent in writing of the Borrower or, as the case may be, CSM (Provided that, at any time and from time to time after the making of a declaration under Clause 17(B) of the Credit Agreement, (1) no such consent will be required for any such disclosure and (2) the Security Trustee or the relevant Secured Party making any such disclosure shall, if practicable, consult with the Borrower or, as the case may be, CSM prior to making any such disclosure and shall consider in good faith any request from the Borrower or, as the case may be, CSM to the Security Trustee or such Secured Party not to make any such disclosure or to delay making any such disclosure).

10.4 LIMITATION ON CERTAIN OBLIGATIONS: If, at the time of any assignment or transfer by a Secured Party, circumstances exist which would oblige CSM to pay to the assignee or transferee under Clause 7.1 any sum in excess of the sum (if any) which it would have been obliged to pay to that Secured Party under that Clause in the absence of that assignment or transfer, CSM shall not be obliged to pay that excess.

11. WAIVERS

No failure on the part of the Security Trustee or any of the Secured Parties to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

12. COMMUNICATIONS

12.1 ADDRESSES: Each communication under this Agreement shall be made by fax, telex or otherwise in writing. Each communication or document to be delivered to any party under

[E/O]**JB: U91991****PN: 706.04.13.00****SN: 0****Ed#: 2**

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this Agreement shall be sent to that party at the fax number, telex number or address, and marked for the attention of the person (if any), from time to time designated by that party to the Security Trustee (or, in the case of the Security Trustee, by it to each other party) for the purpose of this Agreement. The initial fax number, telex number, address and person (if any) so designated by each party are set out against its name at the end of this Agreement.

12.2 DEEMED DELIVERY: Any communication under this Agreement shall be deemed to have been received (if sent by fax or telex) on the day of despatch or (in any other case) when left at the address required by Clause 12.1 above or within five days after being sent by prepaid post (by airmail if to another country) addressed to it at that address.

13. PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

14. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.



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IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

THE BORROWER

The Common Seal of)
CHARTERED SILICON PARTNERS PTE LTD)
was hereunto affixed)
in the presence of:)

/s/ George Thomas Director

/s/ Angela Hon Secretary

60, Woodlands Industrial Park D,
Street 2,
Singapore 738406.

Fax Number: 3604970

Attention: Legal Department



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CSM

The Common Seal of)
CHARTERED SEMICONDUCTOR)
MANUFACTURING LTD)
was hereunto affixed)
in the presence of:)

/s/ James Norling Director

/s/ Angela Hon Secretary

60, Woodlands Industrial Park D,
Street 2,
Singapore 738406.

Fax Number: 3622909

Attention: Legal Department



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THE SECURITY TRUSTEE

Signed, Sealed and Delivered by) /s/ Sonali C Tang/ Connie Seah

as)

attorneys for and on behalf of)

ABN AMRO BANK N.V.,)

SINGAPORE BRANCH)

in the presence of:) /s/ Leong Wai Mei

63, Chulia Street, 12th Floor,
Singapore 049514.

Fax Number: 6536 2758 / 6231 8143

Telex Number: RS 24396

Attention: Ms Sonali Tang / Ms Patricia Chew / Ms Connie Seah

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[E/O]**JB: U91991****PN: 706.05.01.00****SN: 0****Ed#: 1**

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Exhibit 6.5

[Under the letterhead of ABN AMRO Bank N.V., Singapore Branch]

To: Chartered Silicon Partners Pte Ltd
60 Woodlands Industrial Park D
Street 2
Singapore 738406
(the "BORROWER")

Attention: The Legal Department

26 June 2002

Dear Sirs,

CHARTERED SILICON PARTNERS PTE LTD
CREDIT AGREEMENT DATED 28 SEPTEMBER 2000

We refer to the above agreement (the "CREDIT AGREEMENT") made between (1) the Borrower, as borrower, (2) ABN AMRO Bank N.V., Singapore Branch, Citibank, N.A., Singapore Branch, United Overseas Bank Limited (formerly known as Overseas Union Bank Limited), Sumitomo Mitsui Banking Corporation, Singapore Branch (formerly known as The Sumitomo Bank, Limited, Singapore Branch), Oversea-Chinese Banking Corporation Limited, Industrial And Commercial Bank Of China, Singapore Branch and Commerzbank Aktiengesellschaft, Singapore Branch, as lead arrangers, (3) The Bank of Tokyo-Mitsubishi, Ltd., Singapore Branch, UFJ Bank Limited, Singapore Branch (formerly known as The Sanwa Bank Limited, Singapore Branch), Mizuho Corporate Bank Limited, Singapore Branch (formerly known as The Industrial Bank of Japan, Limited, Singapore Branch), The Norinchukin Bank, Singapore Branch and Credit Lyonnais, Singapore Branch, as arrangers, (4) The Hongkong and Shanghai Banking Corporation Limited, as co-arranger, (5) Bayerische Landesbank Girozentrale, Singapore Branch, as lead manager, (6) Westdeutsche Landesbank Girozentrale, Singapore Branch, as manager, (7) the Guarantor Banks named therein, as guarantor banks, (8) the Lending Banks named therein, as lending banks, (9) ABN AMRO Bank N.V., as agent, and (10) ABN AMRO Bank N.V., Singapore Branch (the "SECURITY TRUSTEE"), as security trustee.

Terms defined in the Credit Agreement have the same meaning herein.

In Clause 1(A) of the Credit Agreement, the definition of "Net Worth" is defined in paragraph (3) thereof to include the aggregate outstanding amount of all indebtedness of the Borrower to the Shareholders or any related corporation of the Borrower which are subordinated to the Borrower's obligations under the Financing Documents (either pursuant to the Shareholders Undertaking or otherwise in a manner and on terms satisfactory to the Majority Banks).



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We understand that the Borrower has requested that in order to enable it to comply with the financial covenant set out in Clause 16(A)(15)(a) of the Credit Agreement, it has proposed to include certain sums owing by it as receivables to CSM for the purposes of the computation of "Net Worth" referred to in Clause 16(A)(15)(a) of the Credit Agreement.

It is noted that this will be achieved by converting receivables into loan(s) from CSM to the Borrower, which loan(s) shall then be subordinated to the Borrower's obligations under the Financing Documents in accordance with the terms of the Subordination Agreement (as hereinafter defined).

This letter confirms that all the Majority Banks have approved the terms of a subordination agreement to be executed by the Borrower and CSM in favour of the Security Trustee (the "SUBORDINATION AGREEMENT") in the form set out in the Schedule hereto for the purposes of the subordination of the aforesaid loan(s).

This letter also confirms that the Majority Banks have agreed: (1) to include the following additional definition in the Credit Agreement:

"SUBORDINATION AGREEMENT" means an agreement made or to be made between CSM, the Borrower and the Security Trustee to subordinate therein amounts owing by the Borrower to CSM solely under the CSM Loan Agreement (as defined in the Subordination Agreement);

- (2) to amend the definition of "Financing Documents" in Clause 1(A) of the Credit Agreement to include the Subordination Agreement as a Financing Document; and
- (3) to amend the provisions of Clause 16(A)(12) of the Credit Agreement to include the words "without prejudice to the provisions of the Subordination Agreement" in the beginning of that Clause."

The above consents are subject to the Security Trustee having received the following documents:

- (1) the Subordination Agreement executed by the Borrower and CSM;
- (2) a certified true copy of the executed loan agreement between CSM and the Borrower evidencing the indebtedness to be subordinated pursuant to the Subordination Agreement;
- (3) a copy, certified true by an authorised officer of each of the Borrower and CSM as being in full force and effect on the date thereof, of:
 - (a) all actions required to be taken by each of the Borrower and CSM
 - (a) authorising the entry into of the Subordination Agreement and
 - (b) authorising appropriate persons to execute

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and deliver the Subordination Agreement on behalf of the Borrower or, as the case may be, CSM and to take any action contemplated in the Subordination Agreement; and

- (b) all necessary consents required by each of the Borrower and CSM for the execution, delivery and performance of the Subordination Agreement or, if no such consents are necessary, a certificate to that effect from a person duly authorised by each of the Borrower and CSM so to certify; and
- (4) specimen signatures of the respective persons referred to in paragraph (3) above, duly certified, together with certificates of incumbency, also duly certified, in respect of each such person.

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of this letter.

Save as expressly provided in this letter, the Financing Documents remain and shall continue in full force and effect.

This letter shall be governed by, and construed in accordance with, Singapore law.

Dated 26 June 2002.

Yours faithfully,

for and behalf of

ABN AMRO BANK N.V., Singapore Branch

as security trustee for the Banks (as defined in the Credit Agreement)

By: /s/ Sonali C Tang/Connie Seah

Name: Sonali C Tang/Connie Seah

Title: Vice President/ Asst. Vice President
Agency Asia

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EXHIBIT 6.6

REDACTED

CONFIDENTIAL TREATMENT REQUESTED

The portions of this document which have been
marked "x" have been omitted and are filed
separately with the Securities and Exchange Commission.

JOINT DEVELOPMENT AGREEMENT
FOR
PROCESS TECHNOLOGIES
AMONG
AGERE SYSTEMS INC.,
AGERE SYSTEMS SINGAPORE PTE LTD.
AND
CHARTERED SEMICONDUCTOR MANUFACTURING LTD.

AMENDED AND RESTATED AS OF THE 28TH DAY OF JUNE 2002

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JOINT DEVELOPMENT AGREEMENT
FOR PROCESS TECHNOLOGIES

THIS AMENDED AND RESTATED JOINT DEVELOPMENT AGREEMENT is made and entered into effective the 28th day of June 2002 by and among AGERE SYSTEMS INC., having its principal place of business at 555 Union Blvd., Allentown, Pennsylvania 18109, U.S.A., AGERE SYSTEMS SINGAPORE PTE LTD., having a place of business at 3 Kallang Sector, Kolam Ayer Industrial Park, Singapore 349278 (hereinafter collectively referred to as "Agere") and CHARTERED SEMICONDUCTOR MANUFACTURING LTD., having its principal place of business at 60 Woodlands Industrial Park D Street 2, Singapore 738406 (hereinafter referred to as "Chartered").

W I T N E S S E T H

WHEREAS, Agere and Chartered wish to cooperate for the purpose of developing advanced CMOS logic process technologies with foundry competitive cost, feature and schedule attributes that will enable the Parties to achieve a market leading position in semiconductor processing capability; and

WHEREAS, Lucent Technologies, Inc., Lucent Technologies Microelectronics Pte Ltd. and Chartered Semiconductor Manufacturing Ltd. entered into a Joint Development Agreement for Process Technologies (hereinafter the "First Agreement") having an effective date of July 31, 2000; and

WHEREAS, in the intervening period of time Lucent Technologies Inc. assigned its rights and obligations under the First Agreement to Agere Systems Inc. and Lucent Technologies Microelectronics Pte Ltd. assigned its rights and obligations to Agere Systems Singapore Pte Ltd. and Chartered has accepted those assignments; and

WHEREAS, the Parties desire to redefine the scope of the First Agreement and in so doing to redefine the obligations to be undertaken by each of the Parties hereto.

NOW, THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

1.1 "Background Information" shall mean certain informative material and technical information, including any mask work or copyright rights in any of the foregoing, relating to the manufacture of CMOS semiconductor devices which (i) is owned or controlled by a Party, (ii) exists as of the effective date of the First Agreement or which is developed by a Party hereto after the effective date of the First Agreement but such development is outside the scope of this Joint Development Agreement, and (iii) which is disclosed by one Party to the other pursuant to the

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Development Program.

1.2 "Chartered's Background Information" shall mean Background Information owned or controlled by Chartered and/or any of its Subsidiaries.

1.3 "Chartered's Facility" shall mean Chartered's wafer processing facilities, including joint ventures between Chartered and a third party.

1.4 "Development Program" shall mean the activities relating to the development of the 0.13um Process and the 90nm Process conducted pursuant to the respective Development Plan, as defined in Section 3.1.

1.5 "EDA" shall mean electronic design automation.

1.6 "EDB" shall mean the Economic Development Board of Singapore.

1.7 "Enhancement Modules" shall mean collectively the xxxxxxxxxxxxxxxxxxxxxxxx modules, and "Enhancement Module" shall mean any one of them.

1.8 "Foreground Information" shall mean informative material and technical information, including any mask work rights or copyrights in any of the foregoing, relating to the manufacture of CMOS semiconductor devices which is created during the Development Program by employees, agents or consultants of either Party engaged in the development of the Processes pursuant to such Development Program.

1.9 "Future Technologies" shall mean (a) the 65 nm advanced deep sub-micron CMOS digital logic and linear (mixed signal) technology, which shall include the following: xx (hereinafter referred to as "the 65nm process") and (b) process technologies for the manufacture of semiconductor devices that are developed by Chartered or by Agere either solely or jointly with others, after the conclusion or termination of the applicable Development Program.

1.10 "Joint Invention" shall mean an invention made by one or more employees, agents or consultants of Chartered in conjunction with one or more employees, agents or consultants of Agere.

1.11 "Licensed Products" shall mean any products, in wafer, die or packaged form manufactured using (i) Processes developed during the applicable Development Program, or (ii) Future Technologies.

1.12 "Agere's Background Information" shall mean Background Information owned or controlled by Agere and/or any of its Subsidiaries.

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1.13 "Agere's Facility" shall mean Agere's wafer processing facilities in Orlando, Florida or SMP in Singapore.

1.14 "Party" shall mean Agere or Chartered.

1.15 "Process" shall mean any of the continuum of processes from 0.13um to 90nm advanced deep sub-micron CMOS digital logic and linear (mixed signal) technology, each of which shall include the following: xxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxx, each as more specifically described in Attachment A, and "Processes" shall mean both of them collectively.

1.16 "Process Specifications" shall mean the specifications for the Processes, as agreed in writing by the Steering Committee.

1.17 "Project" shall mean the Chartered-Agere joint project described in Section 2.1.

1.18 "RISC" shall mean Research Incentive Scheme for Companies.

1.19 "SMP" shall mean Silicon Manufacturing Partners Pte Ltd.

1.20 "Subsidiary" of a company shall mean a corporation or other legal entity (i) the majority (i.e., greater than 50%) of whose shares or other securities entitled to vote for election of directors (or other managing authority) is now or hereafter controlled by such company either directly or indirectly; or (ii) which does not have outstanding shares or securities but the majority of whose ownership interest representing the right to manage such corporation or other legal entity is now or hereafter owned and controlled by such company either directly or indirectly; but any such corporation or other legal entity shall be deemed to be a Subsidiary of such company only as long as such control or ownership and control exists.

2.0 OBJECTIVES OF THE PROJECT

2.1 The objectives of this Project are to:

2.1.1 develop and deliver to manufacturing a continuum of foundry competitive Processes, namely 0.13um and 90nm ("the 0.13um Project" and "the 90nm Project", respectively);

2.1.2 work together with EDA providers under a separate agreement mutually agreed upon by the Parties to develop process libraries for Agere and Chartered customers on the 0.13um Process and the 90nm Process; and

2.1.3 train highly qualified engineers in advanced wafer process technologies with substantial emphasis on Singaporean and Singapore Permanent Resident engineers; and

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3.0 DEVELOPMENT PROGRAM

3.1 Chartered and Agere shall up to December 31, 2001, cooperatively conduct the Development Program for the development of the 0.13um Process and the 90nm Process in accordance with a plan and budget relating to that respective Process (the "Development Plan") prepared by the Steering Committee. The Development Plan with respect to the 0.13um Process and the 90nm Process shall establish: (i) the scope of the Process development which will be performed; (ii) the objectives, work plan activities and time schedules with respect to the Development Program; (iii) the respective obligations of the Parties with respect to the Development Program; and (iv) the Process Specifications. The initial Development Plan for the 0.13um Process and the 90nm Process is set forth in Attachment A. From January 1, 2002, Chartered shall solely continue with the development activities for the 0.13um Process and the 90nm Process and may further develop the 90nm Process with third parties.

3.2 The initial Development Plan with respect to 0.13um and 90nm CMOS logic technologies shall be attached hereto as Attachments A-1 and A-2, respectively. The Steering Committee shall review the Development Plan on an on-going basis and may propose changes to the Development Plan then in effect per the procedures outlined in Section 4.0. In order to expedite the development, Chartered may, on terms mutually agreed between Chartered and Agere, locate certain engineers at Agere's Facility in Orlando to commence development activities prior to the approval of the formal Development Plan by the Executive Committee.

3.3 Chartered and Agere shall each use commercially reasonable efforts to conduct the Development Program in accordance with the Development Plan and within the time schedules contemplated therein.

3.4 For a period of one (1) year after January 1, 2002, each Party shall furnish to the other Party, without any compensation, technical information relating to corrections, improvements and modifications to be made by such Party to the 0.13um Process, provided however, that a Party shall not be required to furnish to the other Party such technical information, if it is prohibited or restricted from doing so pursuant to any contractual agreement entered into by such Party prior to execution of this Joint Development Agreement or is prohibited from doing so under U.S. or Singapore export law. Nothing contained in this Section 3.4 shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, whether or not the use of any corrections, improvements or modifications necessarily requires the use of any patent having enforceable rights at any time anywhere in the world.

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4.0 STEERING COMMITTEE AND EXECUTIVE COMMITTEE

4.1 Chartered and Agere shall establish a committee (the "Steering Committee") to oversee, review and recommend the direction of the Development Program. The responsibilities of the Steering Committee shall include: (i) monitoring and overseeing the progress of the Development Program and ensuring open and frequent exchanges between the Parties; (ii) preparing the initial Development Plan and revisions thereof for approval; (iii) preparing annual Project budgets and quarterly forecasts of Project expenditure; (iv) coordinating all invention disclosure activities resulting from the Development Program; (v) maintaining the Development Program schedule, design rules and electrical parameter specifications, (vi) proposing changes to the Development Program schedule, design rules and electrical parameter specifications; and (vii) appoint one representative from each company to review and approve publications arising from the joint Development Program. The Steering Committee shall be dissolved on December 31, 2001.

4.2 The Steering Committee shall consist of three (3) representatives from each of the Parties. Each Party may replace its Steering Committee representatives at any time, with written notice to the other Party. The Steering Committee shall meet according to a schedule to be mutually agreed upon and the quorum for each Steering Committee meeting shall be four (4) representatives.

4.3 Neither Party may alter the scope, direction or schedule of the Development Program without the Steering Committee's review and the Executive Committee's approval.

4.4 Chartered and Agere shall establish a committee (the "Executive Committee") to oversee and review the direction of the Project. The responsibilities of the Executive Committee shall include: (i) approval of the Development Plan and proposed revisions thereof; (ii) approval of the selection of tools and materials for development; (iii) resolution of differences identified by the Steering Committee; (iv) review of the Project to ensure foundry competitive Processes; (v) review and approval of the annual Project budget, quarterly forecast of Project expenditure and budget overruns. The Executive Committee shall be dissolved on December 31, 2001.

4.5 The Executive Committee shall consist of two (2) representatives from each of the Parties. Each Party may replace its Executive Committee representatives at any time, with written notice to the other Party. The Executive Committee shall meet according to a schedule to be mutually agreed upon and the quorum for each Executive Committee meeting shall be three (3) representatives.

4.6 Decisions of the Steering Committee and Executive Committee shall be unanimous. In the event that the Executive Committee is unable to agree on any issue, such issue shall be submitted to a committee (the "Management Committee") consisting of one (1) senior manager from each Party, being in the case of Chartered, the President and CEO and being in the case of Agere, the IC President in the Agere Technologies Microelectronics Group. Matters that are submitted to the Management Committee shall be resolved within fourteen (14) days of submission (or such other

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date as mutually agreed by the Management Committee), failing which the issue shall be resolved in accordance with Section 28 (Dispute Resolution). The above applies only to decisions made prior to January 1, 2002. Decisions regarding any issue from January 1, 2002 shall be the responsibility of Chartered solely.

5.0 PROJECT UNDERTAKINGS

5.1 0.13um Process Development And Transfer Project

5.1.1 The initial 0.13um Development Plan (which shall include the list of deliverables, headcount, resources and timeline) is defined in Attachment A-1-1.

5.1.2 Chartered shall undertake the following up to December 31, 2001:

(a) to jointly develop, integrate (including integration of the developed Process to the manufacturing tool set) and demonstrate manufacturability of the 0.13um Process;

(b) in the event that additional tools for development (beyond those purchased by Agere as at the effective date of the First Agreement) are required, to jointly select such additional tools for development which will maximize efficiency in manufacturing and minimize cost of ownership. Furthermore, such additional tools will be selected such that a majority of the tools selected for the development of the 0.13um Process is reusable for the development of the 90nm Process. The procedure for joint selection of tools for development is valid until December 31, 2001 and is defined in Attachment E. The Executive Committee will approve the final selection of tools for development. Irrespective of whether the manufacturing tool set is identical to the tool set for development, Chartered shall provide engineering resources for the transfer of the resulting 0.13um Process to one of Chartered's Facility or SMP and ensure successful qualification of such Process in such facility as defined in Attachment D;

(c) to jointly provide design rules, electrical parameters and other technical documents;

(d) to jointly work with EDA providers, including Agere, under a separate agreement mutually agreed upon by the Parties to develop design libraries, which include but are not limited to standard cells, I/Os and ROM and RAM compilers, for the 0.13um Process;

(e) to jointly provide a process qualification plan (including procedures)

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and qualification and reliability data for representative products;

(f) to jointly provide simulation and extraction models for transistors and passive elements required to support product designs;

(g) to jointly conduct management project reviews;

(h) to cooperate with Agere to design a qualification device for use in development, characterization and qualification of the 0.13um Process;

(i) to contract for the design of the qualification device and reticles, and identify suitable product test vehicles for use in development, characterization and qualification of the 0.13um Process;

(j) to provide program management and coordination for Chartered assignees; and

(k) to lead in the interface with EDB.

5.1.3 Agere shall undertake the following up to December 31, 2001:

(a) to jointly develop, integrate (including integration of the developed Process to the manufacturing tool set) and demonstrate manufacturability of the 0.13um Process;

(b) in the event that additional tools for development (beyond those purchased by Agere as at the effective date of the First Agreement) are required, to jointly select such additional tools for development which will maximize efficiency in manufacturing and minimize cost of ownership. Furthermore, such additional tools will be selected such that a majority of the tools selected for the development of the 0.13um Process is reusable for the development of the 90nm Process. The procedure for joint selection of tools for development is valid until December 31, 2001 and is defined in Attachment E. The Executive Committee will approve the final selection of tools for development. Irrespective of whether the manufacturing tool set is identical to the tool set for development, Agere shall provide engineering resources for the transfer of the resulting 0.13um Process to one of Chartered's Facility or SMP and ensure successful qualification of such Process in such facility as defined in Attachment D;

(c) to jointly provide design rules, electrical parameters and other technical documents;

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(d) to jointly work with EDA providers under a separate agreement mutually agreed upon by the Parties to develop design libraries, which include but are not limited to standard cells, I/Os and ROM and RAM compilers, for the 0.13um Process;

(e) to jointly provide a process qualification plan (including procedures) and qualification and reliability data for representative products;

(f) to jointly provide simulation and extraction models for transistors and passive elements required to support product designs;

(g) to jointly conduct management project reviews;

(h) to design a qualification device for use in development, characterization and qualification of the 0.13um Process;

(i) to provide design support and GDSII data for the qualification device and assist Chartered in the development, characterization and qualification of the product test vehicles for the 0.13um Process;

(j) to process wafers for the 0.13um Project per the Workplan;

(k) to provide a 0.13um development laboratory in Orlando, Florida for the development, integration and demonstration of manufacturability of the 0.13um Process;

(l) to develop special modules like new materials, memory cells and processes associated with advanced lithography tools; and

(m) to provide manufacturing support for process steps that have been established.

5.1.4 From January 1, 2002, Chartered will continue with sole development of the 0.13um Process. From January 1, 2002, Agere agrees to provide, at Chartered's request, consulting services to Chartered on technical issues for the 0.13um Process on terms and specifications to be mutually agreed by both Parties.

5.2 90 nm Process Development And Transfer Project

5.2.1 The initial 90nm Development Plan (which shall include the list of deliverables, headcount, resources and timeline) is defined in Attachment A-2-1.

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5.2.2 Chartered shall undertake the following up to December 31, 2001:

- (a) to jointly develop, integrate (including integration of the developed Process to the manufacturing tool set) and demonstrate manufacturability of the 90nm Process;
- (b) to jointly select tools for development which will maximize efficiency in manufacturing and minimize cost of ownership. The procedure for joint selection of tools for development is valid until December 31, 2001 and is defined in Attachment E. The Executive Committee will approve the final selection of tools for development. Irrespective of whether the manufacturing tool set is identical to the tool set for development, Chartered shall provide engineering resources for the transfer of the resulting 90nm Process to one of Chartered's Facility or SMP and ensure successful qualification of such Process in such facility as defined in Attachment D;
- (c) to jointly provide design rules, electrical parameters and other technical documents;
- (d) to jointly work with EDA providers, including Agere, under a separate agreement mutually agreed upon by the Parties to develop design libraries, which include but are not limited to standard cells, I/Os and ROM and RAM compilers, for the 90nm Process;
- (e) to jointly provide a process qualification plan (including procedures) and qualification and reliability data for representative products;
- (f) to jointly provide simulation and extraction models for transistors and passive elements required to support product designs;
- (g) to jointly conduct management project reviews;
- (h) to cooperate with Agere to design a qualification device for use in development, characterization and qualification of the 90nm Process;
- (i) to contract for the design of the qualification device and reticles, and identify suitable product test vehicles for use in development, characterization and qualification of the 90nm Process;
- (j) to provide program management and coordination for Chartered assignees;

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(k) to provide a 90nm development laboratory in Chartered's Facility in Singapore for the development, integration and demonstration of manufacturability of the 90nm Process; and

(l) to lead in the interface with EDB.

5.2.3 Agere shall undertake the following up to December 31, 2001:

(a) to jointly develop, integrate (including integration of the developed Process to the manufacturing tool set) and demonstrate manufacturability of the 90nm Process;

(b) to jointly select tools for development which will maximize efficiency in manufacturing and minimize cost of ownership. The procedure for joint selection of tools for development is valid until December 31, 2001 and is defined in Attachment E. The Executive Committee will approve the final selection of tools for development. Irrespective of whether the manufacturing tool set is identical to the tool set for development, Agere shall provide engineering resources for the transfer of the resulting 90nm Process to one of Chartered's Facilities or SMP and ensure successful qualification of such Process in such facility as defined in Attachment D;

(c) to jointly provide design rules, electrical parameters and other technical documents;

(d) to jointly work with EDA providers under a separate agreement mutually agreed upon by the Parties to develop design libraries, which include but are not limited to standard cells, I/Os and ROM and RAM compilers, for the 90nm Process;

(e) to jointly provide a process qualification plan (including procedures) and qualification and reliability data for representative products;

(f) to jointly provide simulation and extraction models for transistors and passive elements required to support product designs;

(g) to jointly conduct management project reviews;

(h) to design a qualification device for use in development, characterization and qualification of the 90nm Process;

(i) to provide design support and GDSII data for the qualification device and assist Chartered in the development, characterization and qualification of

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the 0.10um Process;

(j) to process wafers for the 90nm Project per the Workplan;

(k) to provide a 90nm development laboratory in Orlando, Florida for the development, integration and demonstration of manufacturability of the 90nm Process;

(l) to develop special modules like new materials, memory cells and processes associated with advanced lithography tools; and

(m) to provide manufacturing support for process steps that have been established.

5.2.4 From January 1, 2002, Chartered will continue with sole development of the 90nm Process. From January 1, 2002, Agere agrees to provide, at Chartered's request, consulting services to Chartered on technical issues for the 90nm Process on terms and specifications to be mutually agreed by both Parties.

5.2.5 From January 1, 2002, Chartered shall be able to work with third parties in the development of the 90nm Process.

5.3 In the event Agere's business strategy changes such that Agere may engage in joint development of the 90nm Process or the 65nm Process after January 1, 2002 with Chartered or any third party, Agere will inform Chartered in writing within 30 days of the change of such strategy. If Agere has subsequently decided to engage with any third party after January 1, 2002 in the development of the 90nm Process or the 65nm process and plans to disclose this to the public by issue of a prepared statement or a press release, Agere will inform Chartered about such engagement in writing 30 days prior to such disclosure to the public.

5.4 The Parties acknowledge that certain obligations of the Parties listed in Sections 5.1 and 5.2 may change over time. The Steering Committee shall at the appropriate time, review and propose the most suitable amendments to these obligations for approval by the Executive Committee.

5.5 The Parties acknowledge that the tool set to be used in the development of each of the Processes may not be fully utilized during the Project. It is the desire of the Parties to utilize such excess capacity for the manufacture of wafers for sale to third parties, in order to defray the costs of development.

5.6 Enhancement Modules

5.6.1 The Parties will mutually agree on the Enhancement Modules that will be

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included in the joint development Project.

5.6.2 The Parties undertake to jointly develop the Enhancement Modules on the terms and conditions to be agreed.

6.0 PROJECT FUNDING

6.1 The Parties expect some reimbursements from EDB covering a portion of the qualifying costs of the Project (the "EDB RISC"). Each Party agrees to comply with all terms and conditions specified by EDB in connection with the EDB RISC, and both Parties will cooperate to resolve any issues that are raised by the EDB concerning the EDB RISC terms and conditions.

6.2 Within one (1) month from the end of each calendar quarter during the period prior to January 1, 2002, Chartered and Agere shall aggregate all agreed upon Project costs (excluding the Equipment costs referred to in Section 6.6) that have been incurred by each Party during the preceding calendar quarter (the "Aggregated Project Cost") for submission, together with the relevant auditors' certification, by Chartered to EDB for reimbursement under the EDB RISC.

6.3 The objective of the cost sharing formula set out below is to achieve xxxxx sharing of the Aggregated Project Cost for all costs incurred as of December 31, 2001 (after reimbursement under the EDB RISC).

(a) The Party that has contributed more than xxx of the Aggregated Project Cost ("Party A") shall be reimbursed in accordance with the following formula:

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Where

<TABLE>

<S>	<C>	<C>
R(A)	=	Reimbursement for Party A for the relevant calendar quarter
PC(A)	=	Party A's project cost for the relevant calendar quarter
APC	=	Aggregate Project Cost for the relevant calendar quarter
RISC	=	EDB RISC received for the relevant calendar quarter

</TABLE>

(b) RISC shall first be paid to Party A to offset R(A). In the event that RISC is insufficient to offset R(A), then the Party that has contributed less than xxx of the Aggregated Project Cost ("Party B") shall pay Party A the difference of R(A) and RISC, such payment to be made as soon as reasonably practicable but in any event no later than thirty (30) days after the submission of the Aggregated Project Cost by Chartered to EDB for reimbursement under the EDB RISC. Chartered shall pay to Agere such portion of the EDB RISC that is due to Agere pursuant to this Section 6.3 as soon as reasonably practicable but in any event, no later than thirty (30) days after Chartered's receipt of the EDB RISC from EDB.

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- (c) Any surplus RISC after offsetting R(A) shall be applied to Party B's share of the Project cost.
- (d) Cost sharing shall have ceased as of December 31, 2001 and all EDB RISC funding for expenses incurred after December 31, 2001 shall go to Chartered.

6.4 The Total Project Cost during the period prior to January 1, 2002 is set out in Attachment B. Unless otherwise set out in Attachment B, costs not identified in Attachment B shall be borne by the Party incurring such cost, save that the Executive Committee may, on a case-by-case basis and in accordance with Section 4.4, approve budget overruns and the sharing of such costs between the Parties. The Parties acknowledge that the costs set out in Attachment B may change over time due to changes in the obligations of each Party and the activities to be performed in Singapore and Orlando, as envisaged in Section 5.4. In such event, the Steering Committee will propose the appropriate amendments to the Project budget for approval by the Executive Committee.

6.5 Chartered will act as the intermediary for submission of all claims for qualifying costs to EDB. When making claims, the Parties shall ensure that all receipts and statements are in form and substance acceptable to EDB, and the Parties shall cooperate with EDB in securing any claims to which they are entitled under the EDB RISC.

6.6 The acquisition cost of all process equipment and related capital items (the "Equipment") required to be purchased by each Party, in accordance with the undertakings set out in Section 5, shall be borne solely by that Party acquiring the Equipment.

6.7 In the event that funding support from EDB ceases, neither this Project nor this Joint Development Agreement shall terminate, but the Executive Committee shall within thirty (30) days of notice of cessation of funding support, meet to discuss alternative future funding arrangements.

6.8 With effect from January 1, 2002, the cost-sharing described above shall cease and all EDB RISC funding for expenses incurred after December 31, 2001 shall be payable to Chartered solely.

6.9 In the event EDB requires that all or any portion of the EDB RISC funding already disbursed for expenses incurred up to December 31, 2001 be reimbursed to EDB due to Agere modifying its obligations under the First Agreement, Agere shall pay to Chartered the amount of the EDB RISC received by Chartered and Agere and required by the EDB to be reimbursed.

6.10 In the event EDB ceases to provide EDB RISC funding for expenses incurred up to December 31, 2001 (but which have not yet been disbursed) due to Agere modifying its obligations under the First Agreement, Agere shall pay to Chartered the amount of EDB RISC Chartered would have been entitled to.

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6.11 Agere shall not be liable to pay to Chartered all or any portion of the EDB RISC funding for expenses incurred after December 31, 2001 in the event EDB requires that all or any portion of this EDB RISC funding be reimbursed to EDB.

7.0 RECRUITING SUPPORT

Agere shall endeavor to support Chartered in the recruitment of technology development personnel in Singapore or such other locations as Chartered shall direct up until December 31, 2001. From January 1, 2002, Agere shall endeavour to support Chartered in the recruitment of technology development personnel in Singapore as part of the consulting services rendered from Agere to Chartered on terms and specifications to be mutually agreed by both Parties, in accordance with Sections 5.1.4 and 5.2.4.

8.0 BACKGROUND INTELLECTUAL PROPERTY - RIGHTS AND LICENSES

8.1 Chartered grants to Agere a xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx right to use Chartered's Background Information, excluding patents (i) for performing those acts that are reasonably necessary to enable Agere to develop the 0.13um Process and the 90nm Process during the respective Development Program and (ii) to make, have made, use, offer to sell, sell or import Licensed Products during the Development Program relating to such Process and after the conclusion or (subject to Section 13.2.5) termination of the Development Program relating to such Process. The grant of the license in this Section 8.1 includes the right, subject to the confidentiality provisions set forth in this Joint Development Agreement to (i) sublicense those portions of Chartered's Background Information, excluding patents, that are necessarily used when using the Foreground Information or Future Technologies to make, have made, use, offer to sell, sell or import Licensed Products, and (ii) sublicense Chartered's Background Information, excluding patents, to third parties, to allow the third party to work with or for Agere in the development of the 90nm Process from January 1, 2002 and in the development of Future Technologies.

8.2 Agere grants to Chartered a xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx right to use Agere's Background Information, excluding patents (i) for performing those acts that are reasonably necessary to enable Chartered to develop the 0.13um Process and the 90nm Process during the respective Development Program and (ii) to make, have made, use, offer to sell, sell or import Licensed Products during the Development Program relating to such Process and after the conclusion or (subject to Section 13.2.5) termination of the Development Program relating to such Process. The grant of the license in this Section 8.2 includes the right, subject to the confidentiality provisions set forth in this Joint Development Agreement, to (i) sublicense those portions of Agere's Background Information, excluding patents, that are necessarily used when using the Foreground Information or Future Technologies to make, have made, use, offer to sell, sell or import Licensed Products, and (ii) sublicense Agere's Background

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Information, excluding patents, to third parties, to allow the third party to work with or for Chartered in the development of the 90nm Process from January 1, 2002 and in the development of Future Technologies.

8.3 Subject to Section 9.3, there are no patent licenses being granted in this Joint Development Agreement. The licensing of patents shall be governed by the existing Patent License Agreement between Agere and Chartered effective as of January 1, 1998.

8.4 The rights granted to Chartered shall include the right to disclose to third party customers, subcontractors, EDA providers, and design service providers of Chartered, technical information of the type specified in Attachment C.

8.5 The rights granted to Agere shall include the right to disclose to third party customers, subcontractors, EDA providers, and design service providers of Agere, technical information of the type specified in Attachment C.

9.0 INTELLECTUAL PROPERTY OWNERSHIP

9.1 All Foreground Information and any intellectual property rights therein (other than patents) which are created prior to January 1, 2002: (i) solely by Agere's employees, agents or consultants or (ii) solely by Chartered's employees, agents or consultants or (iii) by the employees, agents or consultants of both Agere and Chartered, shall be jointly owned by Agere and Chartered with each Party being free to use and/or license without accounting to the other. In addition, in those jurisdictions where consent of all joint owners is required for licensing, each joint owner agrees to provide such consent.

9.2 All Foreground Information and any intellectual property rights therein (other than patents) which are created on or after January 1, 2002: (i) solely by Agere's employees, agents or consultants working in Chartered's Facility or (ii) solely by Chartered's employees, agents or consultants or (iii) by the employees, agents or consultants of both Agere and Chartered, shall be solely owned by Chartered with Chartered being free to use and/or license without accounting to Agere. Provided that, with regard to Foreground Information created solely or jointly by Agere employees, Agere will retain a personal, royalty-free, perpetual, non-transferable, worldwide and non-exclusive right to use such Foreground Information.

9.3 The following provisions of this Section 9.3 shall apply only with respect to any Joint Inventions. The term Invention shall be as defined by Title 35 of the United States Code and shall include the intellectual property rights which may be granted as a result of the filing of United States and foreign patent applications, including provisional patent applications, and further including without limitation, all reissues, extensions, substitutions, continuations, continuations-in-part, and divisions of any of the foregoing.

9.3.1 The Invention Disclosure Committee shall consist of one (1) Chartered legal

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or technical representative, and one (1) Agere legal or technical representative. Either Party may replace its Invention Disclosure Committee representatives at any time, with written notice to the other Party. Each Party will maintain, compile and distribute the list of invention disclosure submissions received within the last one (1) calendar month determined by each Party as candidate Joint Inventions for consideration by the Invention Disclosure Committee. Such list of Joint Inventions will be created and shared by the Parties' respective Invention Disclosure Committee members from Agere and Chartered at least two (2) weeks in advance of the Invention Disclosure Committee meeting date. The Invention Disclosure Committee will meet (via telephone or face-to-face) every month to discuss and assign the Joint Inventions. If there are less than two (2) submissions for a given calendar month, the Invention Disclosure Committee meeting for that month shall be postponed to the next Invention Disclosure Committee meeting date, and the submission (if any) will be considered by the Invention Disclosure Committee at the next Invention Disclosure Committee meeting date. If however there is one invention disclosure, and no invention disclosure meetings are held for two (2) successive months, an invention disclosure meeting will be held in the following month to consider this submission. The Party that does not select this submission will receive an additional submission in the next odd numbered occurrence of submissions, as set forth in Clause 9.3.2 (a).

9.3.2 (a) Joint Inventions in question shall be divided equally between the Parties, with the Parties alternating their selection until all submissions have been selected for assignment and ownership. If an odd number of submissions are in question, then the Party which receives the lesser number of inventions shall receive the greater number in the next odd numbered occurrence of submissions whereas it is desirable that each Party receives half of the total Joint Inventions created during the course of the Development Program.

9.3.2 (b) The first Party to select a submission for assignment, providing sole, individual ownership rights, and all rights and privileges thereof, in all jurisdictions in the world attributed to it, shall be determined by examining the last whole number (units column) in the Dow Jones Industrial Average (DJIA) as reported in the Wall Street Journal on the first Tuesday of the month in which the Invention Disclosure Committee meets to review the submissions in question. If the last whole number is an even number (i.e. 0,2,4,6,8) then Agere is the first Party to select, with each Party alternating thereafter until all submissions have been selected for assignment. Similarly, if the last whole number is an odd number (i.e. 1,3,5,7,9) then Chartered is the first Party to select, with each Party alternating thereafter until all submissions have been selected for assignment.

9.3.2 (c) For example, on Tuesday May 2nd, 2000, the DJIA at the time the market closed in New York was reported at 10,731.12 as reported in the Wednesday May 3rd publication of the Wall Street Journal. Thus, in this example, if the Invention Disclosure Committee was scheduled to meet in May 2000 to review the submissions received in the preceding month (for this example, April 1, 2000 through April 30, 2000) then Chartered would be provided first selection, thereafter alternating between Agere and Chartered until the list has been exhausted. Furthermore, the submissions in question for assignment between the Parties would only be those submissions identified prior to May 1, 2000.

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9.3.3 Agere grants to Chartered under its assigned Joint Inventions xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx licenses for Licensed Products in accordance with the license scope set forth in Section 9.3.5. Chartered grants to Agere under its assigned Joint Inventions, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx licenses for Licensed Products in accordance with the license scope set forth in Section 9.3.5.

9.3.4 All licenses granted shall continue xxxxxxxxxxxxxxxxxxxxxxxx.

9.3.5 (a) The licenses granted herein are licenses to (i) make, have made, use, lease, offer for sale, sell and import Licensed Products; (ii) make, have made, use and import machines, tools, materials and other instruments, insofar as such machines, tools, materials and other instruments are involved in or incidental to the development, manufacture, testing or repair of Licensed Products which are or have been made, used, leased, owned, offered for sale, sold or imported by the grantee of such license; and (iii) convey to any customer of the grantee, with respect to any Licensed Product which is sold or leased by such grantee to such customer, rights to use and resell such Licensed Products as sold or leased by such grantee (whether or not as part of a larger combination); provided, however, that no rights may be conveyed to customers with respect to any invention which is directed to (1) a combination of such Licensed Product (as sold or leased) with any other product, (2) a method or process which is other than the inherent use of such Licensed Product itself (as sold or leased), or (3) a method or process involving the use of a Licensed Product to manufacture (including associated testing) any other product.

9.3.5 (b) Licenses granted herein are not to be construed either (i) as consent by the grantor to any act which may be performed by the grantee, except to the extent impacted by a patent licensed herein to the grantee, or (ii) to include licenses to contributorily infringe or induce infringement under U.S. law or a foreign equivalent thereof.

9.3.5 (c) The grant of each license hereunder includes the right to grant sublicenses within the scope of such license to a Party's Subsidiary for so long as they remain a Subsidiary. Any such sublicense may be made effective retroactively, but not prior to the effective date of the First Agreement hereof, nor prior to the sublicensees becoming a Subsidiary of such Party.

9.3.5 (d) The right to have Licensed Products made pursuant to this Joint Development Agreement is not limited to Licensed Products custom designed by the grantee of the license, but shall include the right to have "off the shelf" Licensed Products made for the grantee and its Subsidiary(ies).

9.3.6 Agere and Chartered shall be responsible for obtaining the necessary signatures of their respective employees, agents or consultants, including appropriate documents to effectuate assignment of ownership in such Joint Invention. Agere and Chartered shall also ensure that each of its respective employees who is a co-inventor of any Joint Invention will devote

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sufficient time to assist in the drafting and prosecution of the other Party's assigned Joint Invention, so long as that employee continues to be employed by that Party. If either Party is of the view that an employee of the other Party is not devoting sufficient time to assist in the drafting or prosecution of its assigned Joint Invention, then such matter shall be referred to the Steering Committee for necessary action. Furthermore, each Party shall pay to its own employees any patent/invention incentive that such Party would normally have granted to its employees if the invention was solely invented by that Party. To facilitate administration of each Party's respective patent/invention incentive scheme, each Party shall provide to the other Party, with respect to each Joint Invention assigned to the first mentioned Party, a monthly report indicating the occurrence of any of the following dates in the lifetime of an assigned Joint Invention:

- (a) date that assigned Joint Invention was accepted for search/prosecution by that Party's patent committee;
- (b) date of US filing of the assigned Joint Invention with the US PTO; and
- (c) date of patent issuance by the US PTO.

9.3.7 The Party that is the assigned owner of any and all resulting patents arising from the Joint Invention, shall pay all filing, prosecution and maintenance fees, and shall be entitled to all revenues derived by such Party relating to the issued patent.

9.3.8 If a Party chooses not to file any patent application for an assigned Joint Invention, it may offer such Joint Invention to the other Party for re-assignment. The Parties will make reasonable efforts to notify each other about Joint Inventions that may be available for re-assignment, but failure to provide such information will not constitute a breach of this Agreement. Upon re-assignment of a Joint Invention to the other Party, Sections 9.3.3 through 9.3.7 would apply to such Joint Invention as if it had always been assigned to the other Party.

9.4 To avoid loss of patent rights as a result of premature public disclosure of patentable information and in no way limiting Section 10 (Confidentiality), neither Party may publicly disclose or commercialize any Joint Invention without the prior written consent of the other Party, unless (a) a corresponding patent application has already been filed in any country where such patent application will serve as the basis of establishing an effective filing date for countries that are signatories to the Patent Cooperation Treaty, or (b) xxxxxxxxxxxxxxxxxxxxxxx have elapsed since the patentable information has been considered by the Invention Disclosure Committee and the Party controlling the Joint Invention has not declared in writing its intention to keep the Joint Invention as a trade secret. Notwithstanding the foregoing, either Party may commercialize a Joint Invention provided they are able to do so without disclosing the trade secret or jeopardizing any patent rights.

9.5 All patentable inventions and any intellectual property rights therein which are created solely by Agere's employees, agents or consultants shall be solely owned by Agere. All patentable inventions and any intellectual property rights therein which are created solely by

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CHARTERED'S EMPLOYEES, AGENTS OR CONSULTANTS SHALL BE SOLELY OWNED BY CHARTERED.

10.0 CONFIDENTIALITY

10.1 Subject to the provisions of Section 9.4, each Party shall keep any technical information provided or disclosed by the other Party in confidence or jointly developed by the Parties in confidence and shall not disclose such information to any third party (except for customers, consultants, manufacturers and contractors, as necessary to exercise any rights granted in this Joint Development Agreement, which customers, consultants, manufacturers and contractors have entered into a confidentiality agreement having terms substantially similar to the confidentiality provisions contained in this Joint Development Agreement) during the term of this Joint Development Agreement and for a period of xxxxxxxxxxxxxxxx thereafter.

10.2 Each Party shall not disclose the terms and conditions of this Joint Development Agreement to any third party, except to the EDB.

10.3 The confidentiality obligations provided in Sections 10.1 and 10.2 shall not apply to any information which:

10.3.1 is known by the receiving Party at the time of its receipt thereof from the other Party;

10.3.2 is publicly known through no fault of the receiving Party;

10.3.3 is rightfully provided to the receiving Party without any restriction on disclosure by a third party;

10.3.4 is independently developed by the receiving Party without use of the information furnished by the disclosing Party;

10.3.5 is required to be disclosed by laws or regulations of the Republic of Singapore or the United States of America, as the case may be, or by court order; provided, however, that the Party so required shall first have made a good faith effort to obtain a protective order requiring that the information and documents so disclosed be used only for the purposes for which the order was issued; or

10.3.6 is required to be disclosed by any securities commission, exchange or securities regulatory or monitoring body (the "Regulators"), or to provide or file any information with respect to this Joint Development Agreement with the Regulators.

10.4 Neither Party shall be liable for any inadvertent or accidental disclosure of joint information or information received from the other Party under this Joint Development Agreement, provided such disclosure occurs despite the exercise of a reasonable degree of care which is at least

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as great as the care such Party normally takes to preserve its own proprietary information of a similar nature; and provided further, however, that the Party permitting any material unauthorized disclosure shall use its best efforts to stop any material unauthorized disclosure and to mitigate any damage caused thereby.

11.0 LIMITATION OF LIABILITY

11.1 Each Party believes that the technical information to be furnished by it hereunder will be true and accurate. However, neither Party shall be held to any liability for errors or omissions in such technical information.

11.2 Each Party warrants that the technical information and copyrights licensed by such Party under this Joint Development Agreement are the original work of such Party (or such Party has a valid right to license such property) and it has the power to grant the rights described in this Joint Development Agreement.

11.3 Except as provided in Sections 11.1 and 11.2, the Parties make no representations or warranties, expressly or impliedly. By way of example but not of limitation, the Parties make no representations or warranties of merchantability or fitness for any particular purpose with respect to any technical information provided or licensed hereunder to any Party, or that the use of any Party's technical information or any portion of it will not infringe any patent, copyright, trademark or other intellectual property rights of any third party, and it shall be the sole responsibility of the Party to make such determination as is necessary with respect to the acquisition of licenses under patents or other intellectual property rights of third Parties. The Parties shall not be held to any liability with respect to any patent infringement of a patent owned by a third party on account of, or arising from the use of any technical information provided or licensed hereunder.

11.4 NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING LOST PROFITS OR LOST REVENUE ARISING OUT OF THIS JOINT DEVELOPMENT AGREEMENT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE.

12.0 COMPLIANCE WITH RULES AND REGULATIONS AND INDEMNIFICATION

12.1 Chartered's personnel shall, while on any location of Agere in connection with the joint development work under this Joint Development Agreement, comply with Agere's rules and regulations with regard to safety and security. Agere shall inform such personnel of such rules and regulations. Chartered shall have full control over such personnel and shall be entirely responsible for their complying with Agere's rules and regulations. Chartered agrees to indemnify and save Agere harmless from any claims or demands, including the costs, expenses and reasonable attorneys' fees incurred on account thereof, that may be made by (i) anyone for injuries to persons or damage to property to the extent they result from the willful misconduct or negligence of Chartered's

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personnel; or (ii) Chartered's personnel based on Worker's Compensation or any other similar laws or employment related claims to the extent such claims are based on acts of Chartered. Chartered agrees to defend Agere, at Agere's request, against any such claim or demand.

12.2 Agere's personnel shall, while on any location of Chartered, in connection with the joint development work under this Joint Development Agreement, comply with Chartered's rules and regulations with regard to safety and security. Chartered shall inform such personnel of such rules and regulations. Agere shall have full control over such personnel and shall be entirely responsible for their complying with Chartered's rules and regulations. Agere agrees to indemnify and save Chartered harmless from any claims or demands, including the costs, expenses and reasonable attorneys' fees incurred on account thereof, that may be made by (i) anyone for injuries to persons or damage to property to the extent they result from the willful misconduct or negligence of Agere's personnel; or (ii) Agere's personnel based on Worker's Compensation or any other similar laws or employment related claims to the extent such claims are based on acts of Agere. Agere agrees to defend Chartered, at Chartered's request, against any such claim or demand.

12.3 Agere and Chartered shall, at all times, retain the administrative supervision of their respective personnel.

13.0 TERM AND TERMINATION

13.1 This Amended and Restated Joint Development Agreement shall commence on the effective date of the First Agreement and shall expire upon the successful completion of the 90nm Project, as defined in Attachment D, at Chartered's Facility.

13.2 Termination For Breach

13.2.1 If Chartered fails to fulfill one or more of its material obligations under this Joint Development Agreement, Agere may, upon its election and in addition to any other remedies that it may have, at any time terminate this Joint Development Agreement by not less than thirty (30) days written notice to Chartered specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied to Agere's reasonable satisfaction. If the breach is not one which is capable of being cured within thirty (30) days and Chartered has commenced to cure the breach within such time and continues to do so diligently and in good faith, then Chartered shall be granted an extension for a reasonable period of time.

13.2.2 If Agere fails to fulfill one or more of its material obligations under this Joint Development Agreement, Chartered may, upon its election and in addition to any other remedies that it may have, at any time terminate this Joint Development Agreement by not less than thirty (30) days written notice to Agere specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied to Chartered's reasonable satisfaction. If the breach is not one which is capable of being cured within thirty (30) days and Agere has commenced to cure the breach within such time and continues to do so diligently and in good faith, then Agere

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shall be granted an extension for a reasonable period of time.

13.2.3 Either Party may terminate this Joint Development Agreement effective immediately by written notice if or when it is discovered that the other Party has: (i) intentionally or in a willful, wanton or reckless manner, made any material, false representation, report or claim relative hereto; (ii) violated each other's copyright or trademark; (iii) become insolvent, invoked as a debtor under any laws relating to the relief of debtors' or creditors' rights, or has had such laws invoked against it; (iv) become involved in any liquidation or termination of business; (v) been adjudicated bankrupt; or (vi) been involved in an assignment for the benefit of its creditors.

13.2.4 In the event of termination of this Joint Development Agreement in accordance with this Section 13.2 due to breach by Agere, Agere shall pay to Chartered the amount of the EDB RISC received by Chartered and Agere and required by the EDB to be reimbursed. In the event of termination of this Joint Development Agreement in accordance with this Section 13.2 due to breach by Chartered, Chartered shall pay to the EDB the amount of the EDB RISC received by Chartered and Agere and required by the EDB to be reimbursed.

13.2.5 In the event Chartered terminates this Joint Development Agreement for breach by Agere, upon such termination Agere agrees to forebear in the use or licensing of any of the Chartered Background Information for a period of xxxxxxxxx from the date of termination. In the event Agere terminates this Joint Development Agreement for breach by Chartered, upon such termination Chartered agrees to forebear in the use or licensing of any of the Agere Background Information for a period of xxxxxxxxxxx from the date of termination.

13.2.6 In the event a Party terminates this Joint Development Agreement for breach by the other Party, upon such termination the Party in breach agrees to forebear in the use or licensing of any of the jointly owned Foreground Information for a period of xxxxxxxxxxx from the date of termination.

13.3 Termination For Convenience

13.3.1 Either Party may terminate this Joint Development Agreement for convenience by giving written notice at least xxxxxxxxxxxxxxxx prior to the planned successful completion of a Process (excluding Enhancement Modules) under development, at Chartered's Facility or Agere's Facility or a Chartered-Agere joint venture facility, whichever is later, and such termination shall be effective upon the actual successful completion of that Process, as defined in Attachment D.

13.3.2 Upon termination of this Joint Development Agreement for convenience in accordance with Section 13.3.1, neither Party shall be liable to the other, either for compensation or for damages of any kind or character whatsoever, whether on account of the loss by Agere or Chartered of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection therewith, or on account of any other cause or thing

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whatsoever. In the event of termination of this Joint Development Agreement for convenience in accordance with Section 13.3.1, Agere shall pay to Chartered the amount of the EDB RISC received by Agere and required by the EDB to be reimbursed, and Chartered shall pay to the EDB the amount of the EDB RISC received by Chartered and required by the EDB to be reimbursed.

13.4 Upon expiration or termination of this Joint Development Agreement, each Party shall immediately return all proprietary information originated and owned solely by the other Party, except for that information specifically needed for the support of the Processes.

14.0 PUBLICITY AND TRADEMARKS AND TRADENAMES

14.1 Each Party agrees to obtain prior written approval from the other Party for any press release or public announcement referring to the other Party, this Joint Development Agreement or to any of the terms and conditions herein.

14.2 No right is granted herein to either Party to use any identification (such as, but not limited to, trade names, trademarks, trade devices, service marks or symbols, and abbreviations, contractions or simulations thereof) owned by or used to identify the other Party or any of its Subsidiaries or affiliates or any of its or their products, services or organizations, and, with respect to the subject matter of this Joint Development Agreement, each Party agrees that it will not, without the prior written permission of the other Party, (i) use any such identification in advertising, publicity, packaging, labeling or in any other manner to identify itself or any of its products, services or organizations or (ii) represent directly or indirectly that any product, service or organization of it is a product, service or organization of the other Party or any of its Subsidiaries or affiliates, or that any product or service of it is made in accordance with or utilizes any information of the other Party or any of its Subsidiaries or affiliates.

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15.0 NON-ASSIGNABILITY

Neither Party may assign this Joint Development Agreement nor the performance of this Joint Development Agreement, or any part thereof, nor transfer licenses or rights hereunder to anyone other than a Subsidiary without the written consent of the other Party hereto. However, if either of the Parties divests all or a portion of its business and such divested business continues operation as a separately identifiable business, then the licenses granted hereunder to the divesting Party may be assigned to such divested separate business, but only (i) for the duration and term of licenses as specified in this Joint Development Agreement, (ii) to the extent and for the time the divested business functions as a separately identifiable business, and (iii) for products and services of the kind provided by the divested business prior to its divestiture and not to any products or services of any entity which acquires the divested business. Any such divestiture or other business reorganization affecting the ownership or title of any of a Party's patents shall be made subject to the rights and obligations created under this Joint Development Agreement.

16.0 NOTICES

All notices, demands, orders, acknowledgments or other communications required or permitted under this Joint Development Agreement shall be in writing and shall be deemed given: (i) when delivered personally; (ii) when sent by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) three (3) days after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth below. Either Party may change its address by giving notice pursuant to this section.

If sent to Agere:

Agere Systems Inc.
555 Union Boulevard
Allentown, PA 18109 USA

Attention: PURPOSELY LEFT BLANK
Title:
Fax Number: 610-712-6223

With a copy to:

Agere Systems Inc.
Law Group
Room 5SC03
Two Oak Way
Berkeley Heights, NJ 07922 USA

Attention: John W. Fisher

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Fax Number: 908-508-8398

If sent to Agere Systems Singapore:

Agere Systems Singapore Pte Ltd.
3 Kallang Sector
Kolam Ayer Industrial Park
Singapore 349278

Attention: Mr. Jeff Mowla
Title: Managing Director
Fax Number: 65-8402560

If sent to Chartered:

Chartered Semiconductor Manufacturing Ltd.
60 Woodlands Industrial Park D Street 2
Singapore 738406

Attention: Legal Department
Fax Number: 65-6360-4970

17.0 AGREEMENT PREVAILS

This Joint Development Agreement shall prevail in the event of any conflicting terms or legends which may appear on Agere information or Chartered information or any joint information.

18.0 NOTHING CONSTRUED

Neither the execution of this Joint Development Agreement nor anything in it or in Agere information or in Chartered information shall be construed as: (i) an obligation upon either Party or their Subsidiaries to furnish, except as provided in Section 3.4, any assistance of any kind whatsoever, or any products or information other than Chartered information or Agere information or to revise, supplement or elaborate upon such information; or (ii) providing or implying any arrangement or understanding that either Party or its Subsidiaries will make any purchase from the other Party or its Subsidiaries; or (iii) preventing either Party hereunder from pursuing other development activities either alone or with another company.

19.0 FORCE MAJEURE

Neither Party shall be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including but not limited to acts of God, riots, civil disturbances, wars, states of belligerency or acts of the public enemy, strikes, work stoppages, or the laws, regulations, acts or failure to act of any governmental authority. In the event that performance under this Joint Development Agreement is prevented for a continuous

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period of two (2) months or longer by any of the foregoing causes, the Party not affected by the Force Majeure events shall have the right to terminate this Joint Development Agreement by giving written notice to the other Party. Upon termination of this Joint Development Agreement in accordance with this Section 19.0, neither Party shall be liable to the other, either for compensation or for damages of any kind or character whatsoever, whether on account of the loss by Agere or Chartered of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection therewith, or on account of any other cause or thing whatsoever. In the event of termination of this Joint Development Agreement for convenience in accordance with this Section 19.0, Agere shall pay to Chartered the amount of the EDB RISC received by Agere and required by the EDB to be reimbursed, and Chartered shall pay to the EDB the amount of the EDB RISC received by Chartered and required by the EDB to be reimbursed.

20.0 CHOICE OF LAW

The Parties hereto desire and agree that the laws of the State of New York shall apply in any dispute or controversy arising with respect to this Joint Development Agreement, without regard to conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Joint Development Agreement.

21.0 HEADINGS

All section headings, including those in the Attachments are for convenience purposes only and shall in no way affect, or be used, in the interpretation of this Joint Development Agreement.

22.0 WAIVER

No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred upon such Party under the terms of this Joint Development Agreement will operate as a waiver of such power or right nor will any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right under this Joint Development Agreement.

23.0 RELEASES VOID

Neither Party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both Parties agree that no such releases or waivers shall be pleaded by them or third persons in any action or proceeding.

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24.0 POWER TO SIGN

Chartered and Agere covenant, warrant and represent that their respective representatives signing this Joint Development Agreement have full power and proper authority to sign this Joint Development Agreement and so bind the Parties, and that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written, oral or implied, inconsistent with any provision of this Joint Development Agreement.

25.0 SURVIVAL OF OBLIGATIONS

The obligations of the Parties in Sections 1.0, 3.4, 8.0 through 31.0 of this Joint Development Agreement shall survive termination or cancellation of this Joint Development Agreement.

26.0 EXPORT CONTROL

The Parties acknowledge that the technical information (including, but not limited to, services and training) provided under this Joint Development Agreement are subject to U.S. export laws and regulations and any use or transfer of such technical information must be authorized under those laws and regulations. The Parties agree that they will not use, distribute, transfer, or transmit the technical information (even if incorporated into products) except in compliance with U.S. export regulations. If necessary, Agere may request Chartered to sign written assurances and other export-related documents as may be required for Agere to comply with U.S. export regulations.

27.0 DISPUTE RESOLUTION

27.1 If a dispute arises out of or relates to this Joint Development Agreement, or the breach, termination or validity thereof, the Parties agree to submit the dispute to a sole mediator selected by the Parties or, at any time at the option of a Party, to mediation by the International Chamber of Commerce ("ICC"). If not thus resolved, it shall be referred to a sole arbitrator selected by the Parties within thirty (30) days of the mediation, or in the absence of such selection, to ICC arbitration which shall be governed by the United States Arbitration Act.

27.2 Any award made: (i) shall be a bare award limited to a holding for or against a Party and affording such remedy as is deemed equitable, just and within the scope of this Joint Development Agreement; (ii) shall be without findings as to issues (including but not limited to patent validity and/or infringement) or a statement of the reasoning on which the award rests; (iii) may in appropriate circumstances (other than patent disputes) include injunctive relief; (iv) shall be made within four (4) months of the appointment of the arbitrator; and (v) may be entered in any court of competent jurisdiction.

27.3 The requirement for mediation and arbitration shall not be deemed a waiver of any right of termination under this Joint Development Agreement and the arbitrator is not empowered to

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act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination.

27.4 The arbitrator shall be knowledgeable in the legal and technical aspects of this Joint Development Agreement and shall determine issues of arbitrability but may not limit, expand or otherwise modify the terms of this Joint Development Agreement.

27.5 The place of mediation and arbitration shall be New York City.

27.6 Each Party shall bear its own expenses but those related to the compensation and expenses of the mediator and arbitrator shall be borne equally.

27.7 A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to mediate and arbitrate.

27.8 The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

27.9 The Parties, their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of mediation and arbitration in confidence.

28.0 PARTIAL INVALIDITY

If any paragraph, provision, or section thereof in this Joint Development Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Joint Development Agreement is being performed, the remainder of this Joint Development Agreement shall be valid and enforceable and the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Joint Development Agreement.

29.0 COUNTERPARTS

This Joint Development Agreement may be executed in two or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

30.0 RELATIONSHIP OF PARTIES

The Parties to this Joint Development Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties with respect to the subject matter of this Agreement. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

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31.0 INTEGRATION

This Joint Development Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions and agreements between them. Neither of the Parties shall be bound by any warranties, modifications, understandings or representations with respect to the subject matter hereof other than as expressly provided herein, or in a writing signed with or subsequent to the execution hereof by an authorized representative of the Party to be bound thereby.

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IN WITNESS WHEREOF the Parties hereunto have entered into this Joint Development Agreement as of the 28th day of June 2002.

CHARTERED SEMICONDUCTOR MANUFACTURING LTD.

By: /s/ Chia Song Hwee

Name: Chia Song Hwee

Title: President & Chief Executive Officer

Date: 28 June 2002

AGERE SYSTEMS INC.

By: /s/ John Dickson

Name: John T. Dickson

Title: Chief Executive Officer

Date: 27 June 2002

AGERE SYSTEMS SINGAPORE PTE LTD.

By: /s/ Jeff Mowla

Name: Jeff Mowla

Title: Managing Director

Date: 28 June 2002

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ATTACHMENT A

DEVELOPMENT PLANS

Note: The initial 0.13um Development Plan is attached as Attachment A-1-1. Any revised Development Plan shall supercede the earlier applicable Attachment, and shall be attached to this Joint Development Agreement and successively numbered. For example, revised 0.13um Development Plan(s) will be named "Attachment A-1-2", "Attachment A-1-3", etc. The 90nm Development Plan(s) will be named as "Attachment A-2-1", "Attachment A-2-2", "Attachment A-2-3", etc.

These technologies are defined principally by the design rules, and the transistor options, with associated electrical characteristics. Corresponding documentation and specification are defined in the list of foreground deliverables, applicable to all three generations.

The development plan for each xxxx xxxx technology node (0.13um and 90nm) is outlined by the High Level Milestones and Foreground Deliverables. The qualification of the xxxxxxxxxxxx modules is expected to be completed concurrent with the xxxx xxxx. The qualification of the xxxx xxxx is expected to be completed within five (5) months of the xxxx xxxx. The xxxx xxxx module will be completed on a mutually agreed date.

The same elements will be defined for 90nm technology as soon as practical (e.g., 90nm by 1Q01). These defining elements will be approved by the Steering and Executive Committees, and then attached to this document.

The Parties will in good faith negotiate and agree to a detailed workplan for the joint development of each Process (the "Workplan"). The Workplan shall be a detailed elaboration of the Development Plan and shall be approved and signed off by the Executive Committee not later than the date of execution of this Joint Development Agreement. All subsequent amendments to the Workplan shall be approved by the Executive Committee.

Minimum monthly manpower commitment by both Parties to the Development Plan is defined in the Manpower Plan.

Development of Processes is deemed successful and complete when all deliverables defined in Attachment D are attained.

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[E/O]**JB: U91991****PN: 706.06.34.00****SN: 0****Ed#: 2**

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Description: EXHIBIT 6.6

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MANPOWER PLAN
(Headcount)

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[E/O]

JB: U91991**PN: 706.06.35.00****SN: 0****Ed#: 3**

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ATTACHMENT A-1-1

(0.13UM DEVELOPMENT PLAN)

For the 0.13um CMOS technology, the high level design rules, transistor options, milestones, and foreground deliverables follows:

DESIGN RULES

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	xxxxxx	90nm
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Description: EXHIBIT 6.6

PN: 706.00.56.00 SN: 0 Ed#: 1

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0.13UM TRANSISTOR OPTIONS

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xxxxxxxxxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx
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xxxxxxxxxxxxxx	xxx	xxx	xxx	xxx	xxx

0.13UM HIGH LEVEL PROGRAM MILESTONES

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FOREGROUND DELIVERABLES

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The following are the deliverables necessary to complete the Development Plan. The date and responsibility for delivery of each such deliverable must be determined by mutual agreement of the Parties and will be reflected in the Workplan.

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<TABLE>

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1. TECHNOLOGY

1.1. ELECTRICAL (EP) SPECIFICATION AND TEST PROGRAM

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1.2. SCRIBELINE TEST STRUCTURES

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1.3. DESIGN RULES AND MODELS

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1.4. RUNFLOW AND RECIPE SPEC AND PROCESS CHARACTERIZATION REPORTS

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1.5. EQUIPMENT SPECIFICATION

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1.6. QUALIFICATION PLAN AND VEHICLE

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2. DEFECT DENSITY

2.1. TOOLING (MASK) METHODOLOGY

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2.2. YIELD ENHANCEMENT PROGRAM

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3 . PROGRAM MANAGEMENT

3 . 1 . RESOURCE PROVISIONS AND MILESTONES

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4 . EDA

4 . 1 . DEVICE CHARACTERIZATION AND LAYOUT

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Description: EXHIBIT 6.6

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7
ATTACHMENT A-2-1

(90NM DEVELOPMENT PLAN)

To be attached following approval of Executive Committee.

DESIGN RULE SUMMARY

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</TABLE>

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TABLE II A: 90NM TRANSISTOR OPTIONS

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<C>

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[E/O]**JB: U91991****PN: 706.06.43.00****SN: 0****Ed#: 2**

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TABLE II B : 90nm LOW POWER TRANSISTOR OPTIONS

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	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
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[E/O]**JB: U91991****PN: 706.06.44.00****SN: 0****Ed#: 2**

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Description: EXHIBIT 6.6



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MILESTONES FOR THE 90NM PROCESS.

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[E/O]**JB: U91991****PN: 706.06.45.00****SN: 0****Ed#: 2**

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ATTACHMENT B

TOTAL PROJECT COST

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ATTACHMENT C

INFORMATION FOR RELEASE TO THIRD PARTIES

1. Design Information-Per Design Manual

- 1.1. Design Rules (including reliability layout rules)
- 1.2. Layout Description
- 1.3. ESD, Latch-up, Pad Rules
- 1.4. DRC, ERC, LVS, LPE

2. Electrical Targets Information-Per Design Manual

- 2.1. RAM Cell Transistor
- 2.2. MOS Transistors
- 2.3. Other Devices (Bipolar Devices, Diode, Resistor, Capacitor)
- 2.4. Parasitic Resistor and Capacitor
- 2.5. SPICE Models and Device Characterization reports
- 2.6. Interconnect Delay Models

3. Process Information-Per Design Manual

- 3.1. Simple Process Flow
- 3.2. Electrical Test Specification
- 3.3. Qualification report

4. Mask Generation-Per Specific Mask Generation Information

- 4.1. Mask Specification
- 4.2. Bias Table
- 4.3. Mask Layer Generation Equation-Per Design Manual
- 4.4. Tooling Methodologies like Dummy Pattern Algorithm, OPC and phase shift procedures

5. Information for Test and Sort Capability

5.1. Transfer vehicle Program files

- 5.1.1. Main program file for pre DS
- 5.1.2. Socket file

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- 5.1.3. All micro pattern files
- 5.1.4. Insert to pattern file (SDEF File)
- 5.1.5. Probe area file
- 5.1.6. Scramble file

5.2. Device Test and Design Documentation

- 5.2.1. Wafer Test Spec
- 5.2.2. Wafer Test Pattern Description
- 5.2.3. Wafer Test Timing Diagram
- 5.2.4. Wafer Test Flow
- 5.2.5. Test Commands Description
- 5.2.6. IPL mode description

5.3. Probe card document

- 5.3.1. Pads size
- 5.3.2. Pad to Pad pitch size
- 5.3.3. Pad x, y coordinates table

5.4. Final Test

- 5.4.1. Final Test program
- 5.4.2. Final Test Spec
- 5.4.3. Product Test Flow
- 5.4.4. Test board pin connection
- 5.4.5. Test board load circuit
- 5.4.6. Device data Sheet
- 5.4.7. Bonding diagram

5.5. Burn-In Test

- 5.5.1. Product level Burn-In criteria
- 5.5.2. Burn-In mode Sequence
- 5.5.3. Burn-In Cycle
- 5.5.4. Burn-In Testing Waveform
- 5.5.5. Burn-In Board Waveform
- 5.5.6. HIFIX wiring, socket file, tray drawing

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ATTACHMENT D

COMPLETION OF PROJECT FOR 0.13UM AND 90NM PROCESSES

A Process is deemed to be successfully completed when a receiving facility's qualification achieves the following:

- (a) the electrical and physical specifications of such Process achieved at the receiving facility match the electrical and physical specifications of such Process achieved in the development facility, and
- (b) the reliability performance of such Process at the receiving facility is the same as or better than the reliability performance of such Process achieved in the development facility. The reliability requirement at the development facility shall be

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ATTACHMENT E

PROCEDURE FOR JOINT SELECTION OF TOOL SET AND MATERIALS FOR
JOINT DEVELOPMENT OF THE PROCESSES

1.0 PURPOSE

This Attachment E describes the procedure for review and final approval by the Executive Committee of new toolset and materials purchased or evaluated under the Joint Development Agreement. Under this procedure Chartered and Agere will establish joint tool and materials selection teams for the purpose of identifying toolset and materials for maximum manufacturing efficiency and lowest cost of ownership of the jointly developed Processes. Process extendibility to cover the 0.13um and 90nm Processes will also be a key factor in the selection criteria.

XX
XX
XXXXXXXXXXXXXX.

2.0 SCOPE

This Attachment E applies to all new processing tools and materials, including metrology tools, purchased or evaluated by either Party for the purpose of development and eventual manufacturing of the jointly developed Processes. Tool evaluations performed as part of a joint development agreement with a supplier are covered under this procedure.

3.0 DEFINITION

<S>	<C>
3.1	TOC
3.2	MOC
3.3	JDP
3.4	EST
3.5	CST
3.6	SC
3.7	EC
3.8	COO

</TABLE>

4.0 REFERENCE DOCUMENTS

XX
XXXXXXXXXXXX

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5.0 RESPONSIBILITIES

REQUESTOR (AGERE OR CHARTERED):

- The requestor shall inform the SC of any potential tool/material for purchase or evaluation.
- The requestor shall provide all the necessary data such as acceptance criteria, COO etc. to enable the EST/CST to make a tool/material recommendation to the SC.
- The requestor is responsible for the execution of tool and materials evaluations and reporting of results back to the joint EST/CST.

AGERE:

- Agere is to engage Chartered in any JDP agreements with suppliers on potential tools and materials that may affect the Chartered or Agere TOC/MOC to be used in jointly developed Processes.
- Agere shall inform Chartered of any changes to their TOC/MOC.

CHARTERED:

- Chartered is to engage Agere in any JDP agreements with suppliers on potential tools and materials that may affect the Chartered or Agere TOC/MOC to be used in jointly developed Processes.
- Chartered shall inform Agere of any changes to their TOC/MOC.

EST:

- The EST leads the selection process for the proposed tool and delivers a recommendation to the SC.

CST:

- The CST leads the selection process for the proposed materials and delivers a recommendation to the SC.

SC:

- The SC shall nominate the EST/CST team leader for the purpose of coordinating and reporting to the SC on the progress and conclusions of the joint tool/material selection activities.
- The SC shall make a recommendation based on the output of the EST/CST activity to the EC.

EC:

- The EC has the authority for final approval of tools and materials for joint development of the Processes.

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6.0 PROCEDURES

The EST and CST teams are formed under direction and guidance of the SC to select tools and materials for development and eventual manufacturing of the jointly developed Processes. The composition of the teams is described below and may be varied subject to the approval and recommendations of the SC.

<TABLE>
<CAPTION>

ORGANIZATION/ DEPARTMENT REPRESENTED	EST	CST
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XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXXXXXX
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XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX	XXXXXXXXXXXXXX

</TABLE>

6.1 EST CRITERIA FOR TOOL AND MATERIALS SELECTION

Attached below is a summary of the selection criteria to be used by the EST for the purpose of joint tool selection. Further details of the procedures and decision analysis can be found in XXXXXX. Weightages attached to each of the selection criteria may vary in accordance with the EST team recommendation and is subject to the approval of the SC.

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<TABLE>

<CAPTION>

REQUESTER'S INPUT SOURCE	CRITERIA	WEIGHTAGE (see note 1)	VENDOR A	TOC
<S> XXXXXXXXXXXX	<C> XXXXXXXXXXXXXXXXXXXXXX	<C> XXX	<C>	<C>
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XXXXXXXXXXXX	XXXXXXXXXXXXXX XXXXXXXXXXXX	XXX		
XXXXXXXXXXXX	XXXXXXXXXXXXXX	XXX		
XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXX	XXX		
XXXXXXXXXXXX	XXXXXXXXXXXXXX	XXX		
XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXX	XXX		

</TABLE>

Note 1.

WEIGHTAGES MAY VARY IN ACCORDANCE WITH THE EST TEAM RECOMMENDATION AND ARE SUBJECT TO THE APPROVAL OF THE SC.

There are 4 parts to the procedures for purchase and/or evaluation of new tools and materials:

<TABLE>

<S>	<C>
PART A:	COMPATIBILITY OF THE PROPOSED TOOL/MATERIAL TO THE CURRENT CHARTERED OR AGERE TOC/ MOC.
PART B:	EST AND CST PROPOSAL TO SC
PART C:	TOOL/MATERIAL EVALUATION PHASE
PART D:	SC FINAL REVIEW

</TABLE>

The accompanying flowchart summarizes the process flow and descriptions of each of the procedures (parts A to D) are subsequently provided in Sections 6.2 and 6.3.

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6.2 PROCEDURE FOR PROPOSED TOOL EVALUATION AND PURCHASE

Table F(i) gives a description of the current TOC from Chartered. Due to many factors (technology and commercial), differences in the TOC for a given Process may exist between the Parties. Some of the key differences with the Agere TOC are highlighted in table F(i). The purpose of the procedure below is to enable the Parties to converge on a common toolset for development and manufacturing of the jointly developed Processes. In some cases convergence may not be possible (e.g. due to existing tools used at the Parties manufacturing sites) in which case the Parties will engage in Process and module matching in advance of the transfer to manufacturing in Singapore (refer to the Tools of Record as set out in the Workplan described in Attachment A).

PART A: COMPATIBILITY OF THE PROPOSED TOOL TO THE CURRENT TOC

- 6.2.1 If the proposed tool is not listed in the TOC list in Table F(i), an appropriate joint EST will be formed in order to evaluate and make recommendations to the SC.
- 6.2.2 If the proposed tool is listed in the TOC list in table F(i), then the proposal goes directly to the SC and EC for recommendation to purchase or lease.
- 6.2.3 The SC shall be notified of any changes to the Chartered or Agere TOC as given in Table F(i) by the EST.

PART B: EQUIPMENT SELECTION TEAM PROPOSAL TO SC

- 6.2.4 A joint EST will be formed comprising team members from Agere and Chartered as described in section 6.0 of this Attachment.
- 6.2.5 The SC will appoint an EST team leader to co-ordinate and report on the activities of the EST.
- 6.2.6 The Chartered or Agere requestor is to provide all the available tool acceptance data as inputs to the EST selection process.
- 6.2.7 The proposed tool will be given the same weightage in comparison to the other tools during the selection process.
- 6.2.8 The EST is to perform a side-by-side tool comparison based on the data supplied by Agere as well as Chartered.
- 6.2.9 The EST is to make a recommendation to the SC.
- 6.2.10 If approval is not granted, the SC issues a written notice stating the reason for rejection.
- 6.2.11 If approval is granted, the EST can proceed to parts C or D as described below.

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PART C: TOOL EVALUATION PHASE

- 6.2.12 The EST is to select the site of evaluation and coordinate the on-site evaluation task force for the proposed tool.
- 6.2.13 The EST is to set the timeline to verify the Process acceptance criteria as stipulated by the requestor for the new tool in question as well as the hardware reliability.
- 6.2.14 EST makes a final recommendation to the SC based on the on-site evaluation.

PART D: STEERING COMMITTEE FINAL REVIEW

- 6.2.15 The SC reviews the final recommendation from the EST or a request to purchase a TOC as listed in Table F(i).
- 6.2.16 If the SC does not accept the recommendation of the EST, the SC issues a written notice stating the reason for rejection.
- 6.2.17 If the SC accepts the recommendation of the EST, the SC makes a proposal to the EC to update the TOC.
- 6.2.18 In the case of a request to purchase a TOC,) and the Parties have a different TOC listed in Table F(i), the SC may recommend a joint EST be formed to execute phases B and C above so that a convergent TOC can be identified.
- 6.2.19 The decision of the SC to purchase or lease tools is subject to the final approval of the EC.

6.3 PROCEDURES FOR NEW MATERIAL EVALUATION AND PURCHASE

PART A: COMPATIBILITY OF THE PROPOSED MATERIAL TO THE CURRENT MOC

- 6.3.1 If the proposed material is not listed in the MOC list in Table F(ii), an appropriate joint CST will be formed in order to evaluate and make recommendations to the SC.
- 6.3.2 If the proposed material is listed in the MOC list in Table F(ii), then the proposal goes straight to the SC and EC for recommendation to purchase.
- 6.3.3 The SC shall be notified of any changes to the Chartered or Agere MOC as given

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in Table F (ii) by the CST.

PART B: COMMODITIES SELECTION TEAM PROPOSAL TO SC

- 6.3.4 A joint CST will be formed comprising team members from Agere and Chartered as described in section 6.0 of this Attachment.
- 6.3.5 The SC will appoint a CST team leader to co-ordinate and report on the activities of the CST.
- 6.3.6 The Chartered or Agere requestor is to provide all the available material acceptance data as inputs to the CST selection process.
- 6.3.7 The proposed material will be given the same weightage in comparison to the other materials during the selection process.
- 6.3.8 The CST is to perform a side-by-side material comparison based on the data supplied by Agere as well as Chartered.
- 6.3.9 The CST is to make a recommendation to the SC.
- 6.3.10 If the approval is not granted, SC issues a written notice stating the reason for rejection.
- 6.3.11 If approval is granted, the CST can proceed to parts C or D as described below.

PART C: MATERIAL EVALUATION PHASE

- 6.3.12 The CST is to select the site for evaluation and to coordinate the on-site evaluation task force for the proposed new material.
- 6.3.13 The CST is to set the timeline to verify the Process acceptance criteria as stipulated by the requestor for the new material.
- 6.3.14 CST makes a final recommendation to the SC based on the on-site evaluation.

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PART D: STEERING COMMITTEE FINAL REVIEW

- 6.3.15 The SC reviews the final recommendation from the CST.
- 6.3.16 If the SC does not accept the recommendation of the CST, the SC issues a written notice stating the reason for rejection.
- 6.3.17 If the SC accepts the recommendation of the CST, the SC makes a proposal to the EC to update the MOC.
- 6.3.18 The SC may recommend an appropriate CST be formed for the purpose of identifying a convergent MOC if the Parties MOC, as listed in Table F(ii), is different.
- 6.3.19 The decision of the SC to purchase materials is subject to the final approval of the EC.

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TABLE F(i) (TOC)

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ETCH		
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DIFFUSION		
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IMPLANT		
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CMP		
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xxxxxxxx	xxxx	xxxx
xxxxx	xxxxx	xxxxx
LITHO		
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xxxx	xxxxxx	xxxxxx
xxxxxxxx	xxxxxxxx	xxxxxxxx
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xxxxxxxx	xxxxxx	xxxxxxxxxxxxxx
DCVD		
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xxxxxx	xxxxxx	xxxxxxxxxxxx
MCVD		
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DEFECT METROLOGY		
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DIFFUSION		
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CMP		
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LITHO		
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DCVD		
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TABLE F (II) (MOC)

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XXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
XXXXXXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
CMP				
XXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
XXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
PVD				
XXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
DCVD				
XXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
GENERAL - GAS				
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GENERAL - CHEMICAL				
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GENERAL - SUBSTRATE				
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Note1: details to be provided by end 8/00.

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