Tyco Electronics Pension Plan
AMP

Summary Plan Description

Revised January 2011

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Introduction

Tyco Electronics Corporation (the "Plan Sponsor") maintains the Tyco Electronics Pension Plan Part II – AMP (the "Plan") for certain former eligible employees of Tyco Electronics Corporation, known as AMP Incorporated before September 13, 1999 (the "Company"), who became Plan participants on or before December 31, 1999 (the "Freeze Date"), when Plan benefits and participation were frozen. The Plan is intended to provide you with a source of income for retirement when combined with Social Security, any other employer-provided retirement benefits, and your personal savings.

Plan Highlights

Here are some key features of the Plan:

- Benefits and participation under the Plan were frozen as of the Freeze Date. After the Freeze Date, no new employee can become a participant and no participant will accrue additional benefits, with the exception of certain participants who were totally and permanently disabled as of the Freeze Date.
- Generally, the amount of your retirement benefit is based on your years of Credited Service and compensation (both determined as of the Freeze Date or any earlier date on which your Credited Service ended), your age when benefit payments begin, and the form of payment you select.
- Normal retirement benefits may begin after you reach age 65.
- If you retire with at least 10 years of Continuous Service after reaching age 55, you may receive early retirement benefits (subject to a reduction factor).
- If you terminate employment with at least 10 years of Continuous Service before reaching age 55, your vested retirement benefit may commence after you reach age 55 (subject to a reduction factor).
- Your benefits become vested after five years of Continuous Service.
- Special payment rules apply if the present value of your vested retirement benefit is less than $10,000.
- The Plan provides certain survivor benefits to your spouse or registered domestic partner if you die before receiving any benefits and to your minor children in the event of your death prior to your termination.
- Generally, you may postpone commencement of retirement benefit payments during your employment after age 65.

Purpose of this Booklet

This booklet, which is the Plan's official "Summary Plan Description" or "SPD," gives you a brief outline of the Plan, as in effect on January 1, 2011. Please read it carefully.

Note that if you retired or your employment terminated prior to January 1, 2011 or prior to the Freeze Date, your benefits may differ from the benefits described in this SPD. In such case, your benefits generally are determined by the applicable terms of the Plan in effect when your employment terminated. However, the benefit payment options (if you have not started your benefits), the reemployment rules, the claims procedures, and the general information regarding the Plan described in the sections of this SPD starting with and following the section entitled *Retirement Benefit Payment Options* will generally apply to you.

Although this SPD is updated periodically, it may not reflect all recent amendments or changes in law applicable to the Plan. Ask about changes to the Plan before you make decisions based upon the information in this SPD. Please review the SPD, because if you take parts of it out of context, you may not have a complete or accurate understanding of how the Plan operates. More importantly, the Plan is detailed and not every rule that may apply to you may be summarized here. This SPD applies to general situations and may not apply to your particular circumstance. If you have any questions, please contact the **Tyco Electronics Pension Service Center.**

Full details of the Plan provisions can be found in the Plan document, which governs in all cases, regardless of any provision in this SPD. You may examine copies of the Plan document without charge and obtain a copy for a reasonable charge. Contact the **Tyco Electronics Pension Service Center** for a copy of the Plan document. Neither this SPD nor the Plan creates a contract of employment between the Plan Sponsor or the Company and any employee. The Plan Sponsor expects to continue the Plan. However, the Plan Sponsor has the right to amend or terminate the Plan in its discretion. No statements made by any person can alter the terms of the Plan at any time.

Participation Requirements

Frozen Participation

If you were hired as an eligible employee (see below) before the Freeze Date (see page 1), you generally became a Plan participant on the later of (1) the date you became an eligible employee, or (2) the date you had both completed at least one year of Continuous Service (see page 4) and reached age 21, assuming you were still an eligible employee on that date. However, participation before April 23, 1999 was subject to the rules in effect under prior versions of the Plan, which before January 1, 1991 required participant contributions.

Individuals who were Plan participants on the Freeze Date will continue to be participants as long as they have accrued benefits under the Plan that have not been forfeited or paid in full. No new participants may enter the Plan after the Freeze Date; however, certain reemployed former participants may reenter the Plan (see page 27).

Eligible Employees

You were considered an eligible employee before the Freeze Date if you were an employee of the Company other than:

- an employee covered by a collective bargaining agreement, unless that agreement provided for Plan participation;
- a director of the Company who was not otherwise an eligible employee;
- an employee on or after January 1, 1995 of the Aerospace and Government Systems West operation of the Company;
- an employee on or after December 1, 1995 and before January 1, 1999 of an operating unit or division of the Company established due to the merger of Kaptron, Inc. into the Company;
- an employee on or after January 1, 1996 of an operating unit or division of the Company established due to the mergers of AMP Packaging Systems, Inc., Carroll Touch Inc., and Precision Interconnect, Inc. into the Company; or the merger of QLP Laminates, Inc. into the Company;
- an employee on or after July 1, 1996 of an operating unit or division of the Company established due to the merger of AMP Circuits Company into the Company;
- an employee on or after November 1, 1996 of an operating unit or division of the Company established due to the acquisition of the assets of GCA Partners; or
- an employee on or after October 1, 1997 and before January 1, 1999 of an operating unit or division of the Company established as a result of the merger of M/A-COM, Inc. into the Company.

You may also have been an eligible employee before the Freeze Date if you were a U.S. citizen employed abroad by certain domestic subsidiaries of the Company and were not participating in a pension, profit sharing, stock bonus, or other plan of deferred compensation to which the Company contributed with respect to compensation received from such subsidiary.

However, any worker classified by the Company as a leased employee, independent contractor, or consultant (or other similar status) was not an eligible employee for any time he or she classified as such even if that status was later changed by the Company or conflicts with a determination by a court or government agency.

How Service Counts

The Plan considers two types of service:

- Continuous Service, and
- Credited Service.

If you incur a break in service (see page 26), your service credited prior to your break may be disregarded.

Continuous Service

Continuous service is used to determine eligibility to participate in the Plan and eligibility for early or vested retirement benefits and survivor benefits. Generally, your Continuous Service is determined in complete and fractional years based on the elapsed time between your first and last days of employment. For this purpose, employment includes all of your service as a regular or leased employee of the Company or an affiliated employer (see page 6), including periods when you are not an eligible employee.

Except as described herein, absences from employment are excluded from your Continuous Service. Your Continuous Service includes the absence periods described below, provided that you will not receive credit more than once for any period of time that is covered by more than one of the following provisions:

- a period you are on layoff, up to one year;
- a period of up to one year that you remain absent from employment for any reason other than your termination (e.g., resignation, retirement, discharge, or death);
- a period of employment while you are on an approved leave of absence, up to two years;
- any period that qualifies as an approved absence for uniformed service (see page 6);
- a period you are absent for any reason, provided that you resume active employment within one year;

- any period while you are receiving disability income benefits under the Company's short-term or long-term disability plan; and
- if you transferred employment directly from the Company after June 29, 2007 and before December 31, 2007 to a company that immediately before June 29, 2007 was an affiliated employer with respect to the Company ("prior affiliate"), any period of employment through December 31, 2007 with that prior affiliate.

Credited Service

Credited service is used to determine the amount of any Plan benefit payable to you or your beneficiaries (see page 8). All of your Continuous Service counts as Credited Service, except any period:

- while you are not an eligible employee as defined on page 3 (other than layoff up to one year and subject to the special rules regarding disability and approved absence for uniformed service described below);
- before you attain age 21;
- that is credited for purposes of determining the amount of any benefit to which you are entitled under another Company retirement plan;
- during which you failed to make required contributions to the Plan prior to January 1, 1991;
- prior to January 1, 1976 that would not have been recognized for benefit accrual under the Contributory Pension Plan or the Equity Annuity Plan of the Company; or
- that exceeds your years of Continuous Service minus one year.

No Credited Service will be recognized for any period after the Freeze Date (see page 1), except that you will continue to earn Credited Service for the period you are receiving disability income benefits under the Company's short-term or long-term disability plan (until recovery, death, or commencement of retirement benefits), provided that:

- you were receiving disability income benefits under the Company's short-term or long-term disability plan on December 31, 1999; and
- you receive disability income benefits under the Company's long-term disability plan on or after December 31, 1999.

Service with Other Employers

Generally, the Plan provides Continuous Service credit for employment with employers that are affiliated with the Company ("affiliated employers"), but only during the period that such employers belong to the Company's controlled group (as defined under U.S. tax law). However:

- effective January 1, 1999, service with Kaptron, Inc. or M/A-COM, Inc. prior to January 1, 1999 shall be considered Continuous Service (but not Credited Service) as if such companies had been members of the Company's controlled group during such prior periods, and
- if you became an employee of the Company or an affiliated employer due to the acquisition of the stock or assets of your prior employer, your Continuous Service (but not your Credited Service) includes any years of service credited to you under any tax-qualified retirement plan maintained by your prior employer in which you were a participant.

Approved Absence for Uniformed Service

Federal law provides certain protection for employees who return to employment from an approved absence for uniformed service (i.e., military duty). To the extent required by law, you will earn benefit accruals and receive continuous and Credited Service credit for an absence period for uniformed service (as if you had remained actively employed). However, no period of absence is counted as Credited Service (and no additional benefits are accrued) after the Freeze Date.

Normal Retirement Benefits

Eligibility for Normal Retirement Benefits (Normal Retirement Date)

You are eligible for normal retirement benefits starting on your normal retirement date if you terminate employment with the Company and all affiliated employers when you reach age 65. Your normal retirement date is the first day of the month coincident with or next following the date you reach age 65.

Definitions

The following terms have special meanings for purposes of determining your normal retirement benefits under the Plan:

- "Final average compensation" means your annual compensation (as defined below), averaged over any three consecutive calendar years of your employment with the Company in the last 10 (or fewer) calendar years prior to your termination of employment with the Company or January 1, 2000 if earlier (or, if you are disabled and earning Credited Service after 1999, the date your Credited Service ends) that will give the highest average.

- "Compensation" means, in general, your annual rate of pay in effect at the end of the calendar year for services rendered to the Company, determined before any pre-tax contributions to the Company's 401(k) plan or cafeteria plan, but excluding commissions, overtime, bonus, incentive compensation, shift differentials or other additional remuneration. However, if you are a designated salesperson, your compensation also includes 11/12 of any earned commissions and override paid to you in the prior calendar year, provided that your compensation for any year may not exceed the greater of: your compensation excluding commissions and override; and the benefits base (see below) in effect for that year. Compensation does not include any amounts received or deemed to be received for any period on or after December 31, 1999 (or, if you are disabled and earning Credited Service after 1999, after the earning of additional Credited Service ends). Federal law limits the amount of compensation that may be used to calculate your benefit each year. For 1999, the last year for which annual compensation is generally taken into account, the limit is $160,000. In addition, your compensation for any year will include your basic earnings from AMP of Canada, Ltd., if during that year you were a U.S. resident; employed on a full-time basis in the United States; and receiving earnings from AMP of Canada, Ltd. You also are credited with compensation for any period of absence counted as Credited Service, including the period you are earning Credited Service while receiving disability income benefits under the Company's short-term or long-term disability plan, at the rate of compensation immediately before such absence commenced.
- "Covered compensation" means the average of the Social Security taxable wage bases in effect for each year in the 35-year period ending with the last calendar year in which you receive Credited Service.
- "Base compensation" means your final average compensation up to covered compensation.
- "Excess compensation" means the amount of your final average compensation that exceeds covered compensation.
- "Benefits base" means, for determining a designated salesperson's compensation each year, the amount shown in the table below:

Year	Benefits Base
1980	$30,000
1981	$30,000
1982	$35,000
1983	$35,000
1984	$37,500
1985	$37,500
1986	$40,000
1987	$40,000
1988	$42,000
1989	$42,000
1990	$45,000
1991	$45,000
1992	$48,000
1993	$48,000
1994	$51,000
1995	$51,000
1996	$54,000
1997	$54,000
1998	$60,000
1999	$100,000

How Your Normal Retirement Benefit Is Calculated

Your monthly normal retirement benefit payable as a life annuity (see page 17) payable upon retirement at your normal retirement date is equal to 1/12 of the greatest* of:

- the benefit under Formula 1 (see below);
- the benefit under Formula 2 (see below); and
- if you were an active participant under the Plan on April 23, 1999, the benefit under Formula 3 below.

* If you were a participant prior to January 1, 1994, your benefit may be subject to special rules under the prior Plan. If you have any questions, contact the **Tyco Electronics Pension Service Center**.

Formula 1: (**A** x **B**) + **C**, where:

A is the sum of:

- -- 1.0% of your base compensation; and
- -- 1.5% of your excess compensation.

B is your Credited Service up to a maximum of 35 years.

C is 1.2% of your final average compensation, multiplied by your Credited Service in excess of 35 years.

(NOTE: For purposes of Formula 1, your base compensation, excess compensation, final average compensation, and Credited Service are determined as of the Freeze Date (see page 1) or any earlier date on which your Credited Service ended. If you are disabled and continuing to earn Credited Service after 1999 (see page 5), your benefit under Formula 1 is determined as of the date your Credited Service ends.)

Formula 2: **A** + **B**, where:
A is your accrued benefit under the Plan as of December 31, 1993.
B is, only if you were a participant and an eligible employee (as defined on page 3) on January 1, 1994 and had attained age 60 prior to January 1, 1994, 1.67% of the sum of your compensation from January 1, 1994 to December 31, 1999 (or the earlier date on which your Credited Service ended).

Formula 3: (**A** x **B**) + **C**, where:
A is the sum of:
- -- 1.25% of your base compensation as of April 23, 1999; and
- -- 1.75% of your excess compensation as of April 23, 1999;

B is your Credited Service as of April 23, 1999 up to a maximum of 35 years.
C is 1.67% of your final average compensation as of April 23, 1999, multiplied by your Credited Service at April 23, 1999 in excess of 35 years.

Example

Let's assume that:

- you retired at age 65 on January 1, 2011 with 30 years of Credited Service (Credited Service does not include any period of employment after December 31, 1999),
- your final average compensation as of December 31, 1999 was $40,000,
- your final average compensation as of April 23, 1999 was $37,000,
- covered compensation was $33,060,
- your accrued benefit at December 31, 1993 was $6,000, and
- your Credited Service through April 1999 was 29.3333 years.

Based on the above:

- your base compensation as of December 31, 1999 (final average compensation not in excess of covered compensation) was $33,060,

- your excess compensation as of December 31, 1999 (final average compensation in excess of covered compensation) was $40,000 - $33,060 = $6,940,
- your base compensation as of April 23, 1999 (final average compensation not in excess of covered compensation) was $33,060,
- your excess compensation as of April 23, 1999 (final average compensation in excess of covered compensation) was $37,000 - $33,060 = $3,940, and
- you did not qualify for the additional part of Formula 2 because you were not age 60 by January 1, 1994.

Here's how your benefit is calculated:

Formula 1 (see page 8): (**A** x **B)** + **C**

1.0% of 12/31/99 base compensation	+	1.5% of 12/31/99 excess compensation	x	12/31/99 credited service	+	0
[(1.0% x $33,060)	+	(1.5% x $6,940)]	x	30	+	0

Formula 1 benefit is $13,041.00.

Formula 2 (see page 9): **A** + **B**

12/31/93 accrued benefit		
$6,000	+	$0

Formula 2 benefit is $6,000.

Formula 3 (see page 9): (**A** x **B)** + **C**

1.25% of 4/23/99 base compensation	+	1.75% of 4/23/99 excess compensation	x	4/23/99 credited service	+	0
[(1.25% x $33,060)	+	(1.75% x $3,940)]	x	29.3333	+	0

Formula 3 benefit is $14,144.52.

Last, we divide the largest of the three benefit amounts (calculated under Formula 1, Formula 2, and Formula 3) by 12.

$14,144.52/12 = $1,178.71.

In this example, your benefit from the Plan payable as a life annuity starting on your normal retirement date was $1,178.71 per month, or $14,144.52 per year. This amount was adjusted:

- if you were single when payments began and elected an optional form of payment other than the Life Annuity (Option 1) (see page 17), or
- if you were married when payments began and did not elect Option 1 (see page 17).

When Normal Retirement Benefit Payments Begin

If you terminate employment with the Company and all affiliated employers when you reach age 65, your monthly pension payments will begin on your normal retirement date and will be paid on the first day of every month thereafter, provided you submit your application for normal retirement benefits at least 30 days in advance.

For example, suppose you reach age 65 on December 15, 2011. Your normal retirement date is January 1, 2012. If you retire at age 65 and apply for benefits at least 30 days in advance, your payments begin on January 1, 2012 and are paid on the first day of every month thereafter.

Early Retirement Benefits

Eligibility for Early Retirement Benefits

You are eligible for early retirement benefits if you terminate employment with the Company and all affiliated employers after you reach age 55, provided that you have completed at least 10 years of Continuous Service (as defined on page 4). In addition, on or after April 2, 1999, early retirement is available if your employment is involuntarily terminated after you reach age 54 and have completed at least nine years of Continuous Service.

How Your Early Retirement Benefit Is Calculated

If you retire before age 65 and meet the requirements for early retirement benefits, your benefit payable as a life annuity is calculated under the normal retirement formula, subject to any reduction based on your age when benefits begin, as described below.

When Early Retirement Benefit Payments Begin

If you are eligible for an early retirement benefit, you may postpone payments until your normal retirement date or choose to receive payments on the first day of any month on or after your early retirement date and before your normal retirement date, provided that you submit your application for benefits at least 30 days in advance.

If your payments begin before your 60th birthday, they will be reduced by an early retirement reduction factor to reflect the longer period you will be receiving benefits.

Your monthly pension is reduced by ½% for each of the first 60 months that payments begin before your 60th birthday.

Example

Here's an example of how your benefit might be reduced for early payment. We'll assume the same facts as in the preceding example, except that you retire at age 58 (not 65). Normally your benefit would be $1,178.71 per month or $14,144.52 per year beginning on your normal retirement date.

However, since you've elected to receive early payments—starting at age 58—your benefit is reduced to cover the longer payment period:

$1,178.71	normal retirement monthly amount
x .88	early commencement reduction factor
$1,037.26	monthly benefit payable at age 58

In this example, you receive a reduced benefit of $1,037.26 per month or $12,447.18 per year, beginning at age 58, or an actuarially equivalent amount paid in a form other than a life annuity (see page 17).

Postponed Retirement Benefits

Postponed Retirement Date

If you wish, you may postpone your retirement beyond your normal retirement date until you actually terminate employment with the Company and all affiliated employers. If you continue working after your normal retirement date, you will receive a notice advising you that your retirement benefit generally will not be paid to you while you are working and that your benefit is *permanently suspended* for any month after your normal retirement date in which you perform "suspension service." *Permanently suspended* means that no payment will be made for that month and no actuarial increase will be provided to reflect the missed payment (except as provided below). You have "suspension service" in any month after your normal retirement date in which you work at least 64 hours for which you are paid by the Company or an affiliated employer.

How Your Postponed Retirement Benefit Is Calculated

Your postponed retirement benefit is calculated based on the normal retirement benefit formula. You are credited with any service as an eligible employee after age 65 (but not later than the Freeze Date unless Credited Service would be recognized after this date because of your disability (see page 5)). Your postponed retirement benefits will be actuarially increased to reflect the deferral of your benefit payments for any month after your normal retirement date in which you work fewer than 64 hours. Also, beginning on the April 1 following the calendar year in which you reach age 70½, an actuarial adjustment will be made for any month that your benefits are not paid because you are working (regardless of the number of hours you work).

When Postponed Retirement Benefit Payments Begin

Payment of your postponed retirement benefit generally will begin on the first day of the month following your termination of employment with the Company and all affiliated employers, provided that you submit your application for benefits at least 30 days in advance.

Latest Date Payments Can Begin

Benefits are required to begin no later than the April 1 following the calendar year in which you reach age 70½ or, if later, terminate employment with the Company and all affiliated employers ("required beginning date"). Failure to start your benefit by your required beginning date could result in tax penalties to you. Therefore, if you do not elect to commence your benefit by your required beginning date, the Plan Administrator may start your benefit using certain assumptions, which may or may not be correct. If the assumptions are not correct and this causes your benefit to be a different amount than it should have been, you may also be subject to tax penalties. Therefore, it is very important that you provide the information requested to the Plan Administrator and start your benefit by your required beginning date.

If You Leave Before Retirement

If you leave the Company and all affiliated employers before you are eligible for normal, early, or postponed retirement benefits, you will forfeit any accrued Plan benefit that has not become vested. "Vested" means that you have earned a right to receive a Plan benefit at retirement age. You are always vested in the benefit derived from your own contributions made to the Plan before January 1, 1991. You become vested in all other accrued Plan benefits when you have completed at least five years of Continuous Service (as defined on page 4). If you are a participant, you also become vested (regardless of length of service) if you reach age 65 while employed by the Company or an affiliated employer. You may also become vested, to the extent that the Plan is funded, if the Plan is fully or partially terminated and you are an affected participant.

How Your Vested Retirement Benefit Is Calculated

Your vested retirement benefit payable as a life annuity starting on your normal retirement date is calculated under the Plan's normal retirement benefit formula. Your vested retirement benefit is reduced as described below if payments start before your normal retirement date.

If you made contributions to the Plan (see page 2), after you terminate employment with the Company and all affiliated employers, you may elect to receive a lump sum that is the actuarial equivalent of your own contributions to the Plan with interest at the rate determined by federal regulations, subject to spousal consent if you are married. If you receive such a lump sum and you have completed at least five years of Continuous Service or otherwise become vested in the benefit derived from Company contributions, your retirement benefit under the Plan will be reduced by the actuarial equivalent value of this lump sum.

When Vested Retirement Benefit Payments Begin

As a general rule, you will receive your vested retirement benefits beginning on your normal retirement date (assuming you submit your application for benefits at least 30 days in advance). However, if the present value of your accrued benefit from Company contributions is greater than $10,000, and you have completed at least 10 years of Continuous Service when you leave the

Company and all affiliated employers, you may elect to receive a reduced benefit as early as the first day of the month coincident with or next following your 55th birthday (if you apply for benefits at least 30 days in advance).

If your payments begin before your normal retirement date, they will be reduced by a vested benefit reduction factor to reflect the longer period you will be receiving benefits.

If you have completed at least 10 years of Continuous Service and your pension payments begin on or after your 55th birthday, your monthly pension is reduced by ½% for each month that payments begin before your normal retirement date.

Here are some examples of vested benefit reduction factors at various ages:

If Payments Begin At This Age	Your Normal Retirement Amount Is Multiplied By
65	100%
64	94%
63	88%
62	82%
61	76%
60	70%
59	64%
58	58%
57	52%
56	46%
55	40%

Payments beginning at any point between any of these ages are subject to prorated reductions.

If the present value of your accrued benefit from Company contributions does not exceed $10,000, you are eligible to receive a reduced benefit as early as the first day of the month following your termination of employment. If you elect to receive your benefit on or after your 55th birthday, your vested benefit is reduced by the factors shown above.

If your pension payments begin before your 55th birthday, your monthly pension is multiplied by a different factor based on your age when payments begin. Here are some examples of reduction factors at various ages before age 55:

If Payments Begin At This Age	Your Normal Retirement Amount Is Multiplied By
54	.4177
53	.3894
52	.3635
51	.3397
50	.3177
49	.2974
48	.2787
47	.2615
46	.2454
45	.2305
44	.2167
43	.2038
42	.1918
41	.1807
40	.1703
39	.1606
38	.1515
37	.1430
36	.1350
35	.1275
34	.1206
33	.1139
32	.1078
31	.1020
30	.0965

Payments beginning at any point between any of these ages are subject to prorated reductions.

Retirement Benefit Payment Options

Normal Payment Form

Unless you elect an optional payment form, your pension benefit is automatically paid in the normal form, as follows:

- If you're not married when payments begin, you receive your full monthly benefit for as long as you live (a "life annuity"). Payments stop when you die.
- If you're married when payments begin, you receive a reduced monthly benefit for as long as you live. Your benefit is reduced to provide a lifetime income for your surviving spouse after your death. The monthly benefit payable to your spouse is 50% of your reduced monthly benefit. (The amount of the reduction depends on your age and your spouse's age at

the time your payments begin. For example, if both you and your spouse are age 65 when you retire, the reduction is 13.5%. So, you would receive 86.5% of your full benefit and your spouse, if you die first, would receive 43.25% of your full benefit.)

Please note that for purposes of the Plan and this booklet, the terms "spouse" and "married" have the meaning given to those terms in the federal Defense of Marriage Act.

Optional Payment Forms

You may elect an optional payment form that suits your needs better than the normal form of payment, subject to the following:

- If the present value of your accrued benefit from Company contributions exceeds $10,000, you may not elect a lump sum option and must choose from Options 1-4.
- If you are receiving payment of the actuarial equivalent of your contributions only, you may only elect the lump sum option or the normal form of payment. For all other contributions, you may elect the lump-sum option (Option 5) only if the present value of your accrued benefit from Company contributions does not exceed $10,000.
- You may elect a single life level income option (Option 4) only if your benefit starts before your 62nd birthday.
- If you are married, your spouse must consent to your election of a form of payment other than a Contingent Annuity Option that provides a survivor benefit of 50% or more to your spouse.

Option 1 Life Annuity	You receive your full monthly benefit for life. At your death, all payments stop. (This is the normal form of payment for unmarried employees and an option for married employees.)

Option 2 Contingent Annuity	You receive a reduced monthly benefit for life, and after you die, your beneficiary receives 25%, 50%, 75%, or 100% (as you elect) of the same reduced amount for his or her lifetime. The amount of the reduction is greater for larger survivor benefits.
Option 3 Period Certain and Life Annuity	You receive a reduced monthly benefit for life, with payments guaranteed for 60 months, 120 months or 180 months, as you elect. The reduction is greater for longer guarantee periods. If you die after receiving all guaranteed monthly payments, all payments stop upon your death. If you die before receiving all guaranteed monthly payments, your reduced pension continues to your beneficiary for the remainder of the guaranteed period. (See Effect of Beneficiary's Death on page 21.)
Option 4 Single Life Level Income Option	You receive, to the extent possible, a level amount of combined income from the Plan and Social Security for your life. (This is done by paying you a larger amount of pension until you reach age 62 and a smaller amount of pension, if any, thereafter.) After your death, all payments stop. You may elect this Option 4 only if you have not attained age 62 on the date your payments start.
Option 5 Lump Sum Option	You receive a single cash lump sum equal to the actuarial equivalent of the benefit payable to you on the later of your normal retirement date or your commencement date. This option is available with respect to your contributions only, or, for all other contributions, if the present value of your accrued benefit from Company contributions is $10,000 or less.

Please note that if the Plan's funding status, as determined by the Plan's actuary, falls beneath a prescribed legal limit, the social security level income option and the lump sum option may be restricted or not available by law. In this situation, your benefit would be payable in one of the other forms described above unless you elect to defer your payment and the Plan's funding status changes.

Election Period

Benefit payments cannot be made until you submit a complete application to the **Tyco Electronics Pension Service Center**. Within 90 days before you receive any Plan benefits, you will receive a notice describing your distribution options (and applicable limitations). You will have at least 30 days to consider your distribution options, but you may elect to have a lump sum or rollover distribution processed before the end of this period (subject to applicable limitations). For your election (and your spouse's consent, if applicable) to be valid, payment must commence within 90 days after you received the notice.

Spousal Consent

If you are married, you must have written, notarized consent from your spouse anytime you wish to elect an option other than a Contingent Annuity (Option 2) with a survivor benefit of at least 50% with your spouse as your beneficiary.

Limits on Payment Options

In addition to the Plan's rules, other limits may apply. Because retirement benefits are intended to be paid out primarily over your lifetime, the election of an optional form of payment may be limited under IRS rules, based on your age and/or the age of any non-spouse beneficiary you select. You will be notified if these rules would affect your election.

Involuntary Cash-Out and Rollover

If the present value of the total accrued benefit that becomes payable to you (or to your spouse if you die before your benefits begin) is $1,000 or less, the benefit will automatically be paid as a single sum as soon as administratively practicable following the distributable event, for example, termination of employment or death.

Generally, federal income tax law requires 20% of a single-sum distribution to be automatically withheld. However, you may defer federal income tax and avoid the 20% withholding (and a potential 10% early payment tax if you are receiving payment before age 59½) with respect to any part of the single-sum distribution that you directly roll over to a traditional IRA or to another employer's eligible retirement plan that accepts rollovers. If you qualify, you may also make a direct rollover of a single-sum distribution to a Roth IRA; in this case, you avoid the 20% mandatory withholding but do not defer taxes since the distribution is generally includible in your income in the year of distribution.

Amounts rolled over from one type of plan to another may be subject to different distribution restrictions and tax rules after the rollover. Your surviving spouse, if any, will have the same rollover rights as you.

Early Distribution Excise Tax

In addition to federal income taxes that may be owed, the IRS assesses a nondeductible excise tax of 10% on certain early distributions from retirement plans if you are under age 59½ at the time of the distribution. However, this tax will not apply if you:

- leave the Company and all affiliated employers during or after the year in which you reach age 55;
- receive your distribution on account of a total disability (as defined under the U.S. tax law); or
- receive your distribution as a series of substantially equal periodic payments over your life (or life expectancy) or the joint lives (or life expectancies) of you and your beneficiary.

There are other exceptions to this excise tax, including an exception for payments made to your beneficiary on account of your death and payments made pursuant to a qualified domestic relations order.

Tax laws change, and your individual tax liability depends on a number of factors. In addition, there may be state or local and non-U.S. tax consequences applicable to distributions, as well as inheritance or estate tax implications. We urge you and/or your beneficiary to consult a tax adviser regarding taxation issues before beginning benefit payment.

Effect of Beneficiary's Death

If you elect an option and you die or your beneficiary dies before payments begin, the option is automatically cancelled.

If your beneficiary dies within 24 months after the date payments to you begin under a Contingent Annuity (Option 2), your benefit option is automatically cancelled and your remaining payments will be made under a Life Annuity (Option 1). If your beneficiary dies more than 24 months after the date payments to you begin under a Contingent Annuity (Option 2), your benefit continues unchanged for your lifetime and all payments stop at your death (even if your beneficiary was your spouse and you remarry).

If your beneficiary under a Period Certain and Life Annuity (Option 3) dies after payments to you begin, your benefit continues unchanged but if you die before receiving the guaranteed number of monthly payments, the value of the remaining payments will be paid in a lump sum to your estate if you had not named another beneficiary. If you die before receiving the guaranteed number of monthly payments, and your beneficiary dies before receiving the remainder of the guaranteed monthly payments, the value of the remaining payments will be paid in a lump sum to your beneficiary's estate.

If You Die Before Retirement Benefit Payments Begin

The distribution options described above illustrate how you can provide an income for your beneficiary if you die after your benefits have started (provided that your elected distribution option contains a survivor payment feature). However, survivor benefits are also paid to your spouse, minor children, or registered domestic partner if you die before your benefit payments begin.

Special In-Service Surviving Spouse's Benefit

If you die:

- while in active service with the Company; or
- while receiving disability income benefits and earning Credited Service (see page 5);

your spouse (if any) is eligible for a special in-service surviving spouse's benefit. Payments are made to your spouse starting on the first day of the month next following the month in which your death occurred and will continue until your spouse's death or remarriage, if earlier.

The amount your spouse will receive is equal to 50% of the benefit you would have received on your normal retirement date if you elected a life annuity (see page 17):

- plus 1% for every year your spouse is more than three years older than you; or
- minus 1% for every year your spouse is more than three years younger than you.

In general, this benefit is based on your Credited Service and compensation, as described on page 5. If you die after qualifying for a normal, early, postponed, or vested retirement benefit (a "pension benefit"), the benefit payable to your spouse on or after the later of your date of death or your 55th birthday shall equal the amount that would have been payable to your spouse as a qualified surviving spouse's benefit described below, if that amount is larger.

Qualified Surviving Spouse's Benefit

If you die after qualifying for a pension benefit (as defined above) but before your pension payments begin (whether or not you were disabled and still accruing Credited Service), your spouse is eligible for a qualified surviving spouse's benefit, provided that (1) you have been married to your spouse for the one-year period ending on your date of death and (2) your spouse is not receiving a special in-service surviving spouse's benefit described above. If your spouse was receiving the special in-service surviving spouse's benefit and that benefit ceases because your spouse remarries, he or she will then be eligible for this qualified surviving spouse's benefit if:

- you were eligible for a pension benefit; and
- you had been married to your spouse for the one-year period ending on your date of death.

This qualified surviving spouse's benefit equals the benefit your spouse would have received if the benefit you were entitled to on your date of death was paid to you starting on your normal retirement date (or the first day of the month after your date of death, if later) in the normal form for married participants (see page 16), and then you died. However, if during the election period you elect a contingent annuity option greater than 50% with your spouse as beneficiary and die before payments commence, the qualified surviving spouse's benefit is calculated under that option instead.

Generally, payments are made to your spouse starting on what would have been your normal retirement date (or the first day of the month following your date of death, if later). However:

- if you die after meeting the requirements for an early retirement date or if the present value of your benefit from Company contributions is $10,000 or less, your spouse may elect to have reduced payments begin as early as the first day of any month following your date of death;
- if you die before qualifying for an early retirement date but after completing at least 10 years of Continuous Service and the present value of your benefit from Company contributions is greater than $10,000, your spouse may elect to have reduced payments begin as early as the first day of any month after the date you would have reached age 55 (or following the month in which your date of death occurs, if later); or
- if you terminated your employment involuntarily on or after April 2, 1999, you die before qualifying for an early retirement date but after completing at least nine years of Continuous Service, and the present value of your benefit from Company contributions is greater than $10,000, your spouse may elect to have reduced payments begin as early as the first day of any month after the date you would have reached age 54 (or following the month in which your date of death occurs, if later).

In the case of a spouse whose special in-service surviving spouse's benefit (see page 21) ends because of remarriage, payments of this spouse's benefit may begin no sooner than the first day of the month following the later of the date of remarriage and the earliest date payments would otherwise commence under the rules above.

Domestic Partner Benefit

If you're not married but you have a registered domestic partner, your domestic partner will be eligible to receive a domestic partner benefit for his or her life in the event you die on or after January 1, 2000 but before your pension payments begin.

The amount your registered domestic partner will receive is equal to the amount that would have been paid to him or her under the special in-service surviving spouse's benefit (see page 21) or qualified surviving spouse's benefit (see page 22) if such registered domestic partner had been your spouse. (Your registered domestic partner will be eligible for the qualified surviving spouse's benefit only if your executed affidavit of domestic partnership had been in effect for the one-year period ending on your date of death.) Benefits are paid starting on the first day of the month on or following your date of death, and if this is earlier than the earliest date a surviving spouse would have been able to start receiving benefits, then the payments will be actuarially reduced to reflect the longer payout period.

Contact the **Tyco Electronics Pension Service Center** for information about who may be considered a domestic partner and how to register your partner for benefits.

Minor Child Benefit

Whether or not you have a surviving spouse (or registered domestic partner) eligible for the special in-service surviving spouse's benefit, if you have an unmarried, dependent child under the age of 18 at the time of your death, your minor child will receive a minor child benefit in the event you die:

- while in active service with the Company; or
- while receiving disability income benefits and earning Credited Service (see page 5).

Payments are made to your child starting on the first day of the month next following the month in which your death occurred and will continue until the earliest of:

- the date the minor child dies;
- the date the minor child reaches age 18; or
- the date the minor child gets married.

Your unmarried, dependent child will receive 10% of the benefit you would have received if the benefit to which you were entitled on your date of death was paid to you starting on your normal retirement date (or the first day of the month after your date of death, if later) in the form of a life annuity (see page 17).

In general, this benefit is based on your Credited Service and compensation as described on pages 5 and 7, respectively.

If you are survived by two or more unmarried, dependent minor children, each child will receive the above benefit.

Additional Death Benefit Based on Your Own Contributions

If you made contributions to the Plan (see page 2), after your death and the death of your beneficiary, if any, your beneficiary's estate (or your estate if you did not have a beneficiary) will receive a post-death employee contribution refund, payable in a lump sum, equal to the excess of:

- your contributions to the Plan with interest at the rate determined by federal regulations up to the earlier of the date your payments commenced or your date of death; over
- the sum of the payments made to you and/or your beneficiary from the Plan.

Also, if you die:

- while in active service with the Company; or
- while receiving disability income benefits and earning Credited Service (see page 5), and

your spouse is eligible to receive the special in-service surviving spouse's benefit (see page 21), your registered domestic partner is eligible to receive the domestic partner benefit (see page 23), or your minor child is eligible to receive the minor child's benefit (see page 24), such spouse, registered domestic partner, or minor child will receive a lump sum payment equal to your contributions to the Plan with interest at the rate determined by federal regulations up to your date of death. If you have more than one child, the amount will equally be divided among them.

If You Die During Military Service

If you die on or after January 1, 2007 while absent for uniformed service, your beneficiary will receive certain additional benefits that would have been provided under the Plan had you resumed employment prior to your death. These additional benefits include vesting and ancillary death benefits, but not additional accruals.

If Your Service Is Interrupted

Break In Service

If you leave the Company and all affiliated employers and are later rehired, special rules apply depending on whether you have a break in service.

Generally, you have a break in service if you do not return to work within one year of your severance date, which is the earlier of:

- your termination of employment from the Company and all affiliated employers (e.g., resignation, retirement, discharge, or death); or
- the first anniversary of the date you are absent for any other reason.

The length of your break in service will be measured in full and partial years. However, if you are absent due to maternity or paternity leave, you will not have a break in service unless you fail to return within two years after your severance date, and in that event the period of your break in service will be measured from the first anniversary of your severance date. In any event, the length of your break in service will not include any period in which you continued to earn Continuous Service (as defined on page 4) after your termination or during any absence.

Reemployment

This section describes how your Plan benefits may be affected if you terminate employment with the Company and all affiliated employers after January 1, 1989 and subsequently return to work with the Company or an affiliated employer after the Freeze Date. If your break in employment began before January 1, 1989 or ended before the Freeze Date, please contact the **Tyco Electronics Pension Service Center** for more information.

<u>If you were not a participant of the Plan when you left</u>, you are not eligible to become a participant of the Plan after the Freeze Date.

<u>If you were a Plan participant but not entitled to a vested benefit when you left</u>:

- if the length of your break in service is less than five years, you become a Plan participant again immediately upon your return and your continuous and Credited Service credited before you left will be restored; and
- if the length of your break in service is at least five years, your continuous and Credited Service earned before your break will not be restored, and you

may not become a participant of the Plan when you return after the Freeze Date.

If you retired or left employment and were entitled to a vested benefit, upon your return:

- You become a Plan participant immediately if your prior Credited Service is restored as described below.
- Your prior Continuous Service is restored immediately.
- Your prior Credited Service is restored immediately, provided that you return when your break in service is less than five years and you repay, within five years after your date of reemployment, the amount of any lump-sum settlement you initially received (with interest). (If your prior lump sum consisted solely of the amount of your own contributions and you were also vested in your Company-derived benefit, this repayment rule does not apply. However, your benefit will be reduced to reflect the prior lump sum as described on page 14.)
- If you are reemployed on or after the April 1st following the calendar year in which you attain age 70½, any payments you are receiving will continue. If, however, you are reemployed prior to the April 1st following the calendar year in which you attain age 70½, any payments you are receiving will stop. In that case, any optional election you made will be void, and the survivor benefits described starting on page 21 will be available as if your benefit payments had never begun. When you retire again, your benefit will be determined under the normal retirement benefit formula based on your prior Credited Service (assuming you repay any prior lump sum distribution with interest, as described above), reduced to reflect the value of any periodic payments you received before you were reemployed. (However, your benefit will never be less than the amount you received when you retired previously.)

Claims Procedures

Applying For Benefits

To receive benefits under the Plan, you, your beneficiary, or your legal representative ("claimant") should contact the **Tyco Electronics Pension Service Center** for information about how to apply for benefits. You should contact the **Tyco Electronics Pension Service Center** at least two to three months before you would like your benefit payments to begin. If you do not give sufficient notice, your benefit payments will be delayed. The **Tyco**

Electronics Pension Service Center will provide you with forms and instructions.

In your election form, you choose the form and time of your benefit payments. Your completed election form must be received by the **Tyco Electronics Pension Service Center** at least 30 days before the date payments are to begin. Benefit payments begin as of the first day of the month that is as soon as administratively possible after your election is processed.

You may revoke your election and make a new one at any time before the date payments begin, subject to the spousal consent rules if you are married. For a change to be effective, you must complete a new election form and deliver it to the **Tyco Electronics Pension Service Center**. **You cannot change your election after payments begin, even if your marital status changes.** For this purpose, the date payments begin is the date payments are scheduled to begin based on your election or as required by Plan terms.

No benefits can be paid before you terminate employment with the Company and all affiliated employers. If your employment has terminated, benefit payments are due on your normal retirement date. If payments do not start at that time because you fail to apply for benefits, your benefit payable after you do apply will be actuarially increased to reflect the delay, but the Plan does not make retroactive payments. If you do not apply for benefits, you will be treated as if you had chosen to delay payment of your benefits until you later apply, or until the Plan is required to begin payments to you (see page 13).

Time Limit on Claims

To challenge a determination regarding benefits, a claimant must file a claim with the Plan Administrator within certain time limitations:

- If a benefit application is approved, in whole or in part, any claim to correct any error must be filed within 120 days after a claimant receives (or begins receiving) a distribution.
- If a claimant receives a written statement regarding his or her benefits or is otherwise notified in writing by a Plan representative of specific rights (or ineligibility for benefits), any claim to correct any error must be filed within 120 days after receipt of such written statement or determination.
- Any written claim to the Plan Administrator should include the participant's name and Social Security number (and, if applicable, the beneficiary's

name and Social Security number) and copies of any documentation in support of the claim.

Decision on a Claim

If a claim for benefits is denied in full or in part, the Plan Administrator will notify the claimant in writing within 90 days after it receives the written claim. This time limit may be extended for another 90 days in special cases, if the Plan Administrator provides notice of the reasons for the delay.

Notice of Claim Denial

The notice of denial (written or electronic) will include the reasons for the denial, the specific Plan provisions on which the denial is based, a description of any additional information or material required if you want to appeal the denial, the procedure and time limits for filing an appeal so that the Plan Administrator will reconsider its decision, and a statement of the right to sue in court under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if the claim is again denied after an appeal.

Appeal Procedure

If a claim is denied, the claimant may write to the Plan Administrator for a review of the claim on appeal. The claimant must request the review on appeal within 60 days after the claim is denied. A claimant who fails to submit an appeal request within 60 days will have no further right to appeal.

As part of the appeal review procedure, the claimant will be allowed to:

- submit additional documents, records, and information relating to the claim;
- request access to and receive copies (free of charge) of all Plan documents, records and other information affecting the claim;
- appeal the denial in writing; and
- have someone act as the claimant's representative in the appeal procedure.

Decision on Appeal

The Plan Administrator's review of a claim on appeal will take into account all comments, documents, records and other information relating to the claim submitted by the claimant, without regard to whether such information was submitted or considered in the initial claim determination.

Within 60 days after the Plan Administrator receives the claimant's written appeal, the Plan Administrator will notify the claimant of the final decision. This time limit may be extended for another 60 days if the Plan Administrator provides advance notice of the reason for the delay. If the Plan Administrator denies the claim on appeal (in whole or in part), it will provide the claimant with a notice that advises the claimant of:

- the specific reasons for the denial;
- specific references to the portions of the Plan document on which the denial was based;
- the right to receive (upon request and free of charge) copies of all documents, records, or other information that were submitted to the Plan, considered by the Plan, or generated in the course of making the benefit determination; and
- a statement of the claimant's right to sue under section 502(a) of ERISA.

This claims procedure applies to you and your surviving spouse or other beneficiary. If you need assistance with this procedure, contact the Plan Administrator. If you wish to preserve any rights you may have to benefits from the Plan, you must follow this claims procedure within the deadlines as described above. Before you file a lawsuit, you must exhaust this claims procedure for any (1) claims relating to Plan benefits payable to you or on your behalf, (2) claims or actions to enforce or clarify your rights under the Plan, and (3) claims or actions against the Plan, the Plan Sponsor, a Plan fiduciary, or any party in interest with respect to the Plan for any reason, and with respect to any and all arguments against denial. If you challenge the Plan Administrator's decision in federal court, a review by a court of law will be limited to the facts, evidence, and issues presented during the claims procedure described above.

Time Limit on Legal Proceedings

After exhausting the Plan's administrative claim process described above, a claimant may file a lawsuit regarding entitlement to benefits. Any such legal action must be commenced within the earlier of the following dates (unless a later date is prescribed by applicable law):

- two years after the receipt of a distribution, written statement regarding your benefits, or notification regarding your rights under the Plan; or
- one year after the time your benefit claims appeal is denied by the Plan Administrator.

Burden of Proof Regarding Records

The Plan's employment and administrative records (including but not limited to any individual's employment status, compensation, service, elections, distributions, and all other matters affecting eligibility for any amount or payment of benefits) are controlling in all cases. If you believe that the Plan's records are incomplete or incorrect, the burden of proof is on you to provide written documentation of the additional information that you believe is relevant. Such information may include tax records available from the IRS and earnings and employment reports available from the Social Security Administration. Whether such documentation is satisfactory to override the Plan's records will be determined by the Plan Administrator in its sole discretion, subject to the claims procedure. You may review the Plan's records applicable to you by contacting the Plan Administrator or the **Tyco Electronics Pension Service Center**.

What Else You Should Know

Assignment of Benefits

Your benefits under this Plan are solely for you (or your beneficiary). Subject to certain legal exceptions, such as the following, your benefits cannot be assigned to anyone else.

If the Plan Administrator receives a qualified domestic relations order (QDRO) relating to the provision of child support, alimony payments or marital property rights, you will be notified of how it will be handled with respect to your benefits. You may obtain, without charge, a copy of the procedures governing QDROs by contacting the Plan Administrator.

If you commit a crime against the Plan or you breach a fiduciary duty to the Plan, a court may order, or a legal settlement may provide, that all or a portion of your benefit will be assigned to the Plan.

Effect of Divorce on Benefits

If you are divorced before your benefits begin, your former spouse will not be treated as your surviving spouse for Plan purposes, unless a QDRO provides otherwise. If you become divorced after your benefits begin, your form of payment cannot be changed. For example, if you were receiving a 50% contingent annuity option with your former spouse as beneficiary, the survivor benefit would still be payable to that former spouse after your death, even if you are married to a different spouse when you die.

Plan Overpayments

The Plan reserves the right to recover any overpayment made, whether by reason of administrative error or for any other reason. The Plan Administrator may authorize any procedure that it deems appropriate to recover overpayments including, without limitation, deduction from future payments of the amount of any overpayment.

Legal Requirements for Benefits

Government rules limit the benefits payable to employees under the Plan. However, these rules should affect very few employees. You will be notified if your benefits are affected by these rules.

Funding of Benefits

In general, the Plan Sponsor pays the full cost of providing your retirement benefit under the Plan. As a Plan participant, you are not required or permitted to make contributions. However, prior to January 1, 1991, you were required to make contributions to participate in the Plan. The cost of the Plan is determined by an independent actuary who periodically makes a valuation of the Plan's assets and liabilities and recommends how much the Plan Sponsor should contribute to keep the Plan funded on a sound basis. According to the terms of the Plan and the related trust agreement, all contributions are deposited directly into a trust fund to be invested by the Plan's trustee for the benefit of participants and their beneficiaries and to pay reasonable expenses of the Plan. Plan benefits are paid directly from the trust fund assets, not from or by the Company. The trustee for the Plan arranges to make these payments at the direction of the Plan Administrator.

Plan Documents

This booklet summarizes the main features of the Plan that apply to certain participants described on page 1. The Plan text and trust agreement, which govern the operations of the Plan and the payment of all benefits, are available for examination by contacting the **Tyco Electronics Pension Service Center**. Those documents set forth all of the details and provisions concerning the Plan and are subject to amendment by the Plan Sponsor at any time.

If any questions arise that are not covered by this booklet or if this booklet appears to conflict with the Plan documents, the Plan documents will control.

The Plan Administrator has exclusive authority and responsibility to interpret the Plan and to make conclusive determinations in accordance with its provisions.

How Benefits May Be Lost

You are not entitled to benefits unless you meet the Plan's requirements. Under certain circumstances, some of which are described below, your benefits may be lost, reduced, or suspended. These and other losses and limitations are also described in other sections of this booklet.

Not Vested. If your employment terminates for any reason before you have a vested interest in your benefit, you will not receive any benefit from the Plan.

Loss of Prior Service. If your employment terminates before you are vested and you do not return to employment with the Company or an affiliated employer, or you return more than five years later, you may permanently lose your prior years of continuous and Credited Service.

Application. Payments do not begin automatically except in special situations. Benefits that do not start automatically will not be paid if you fail to make proper application or to provide necessary information. The Plan generally does not make retroactive payments.

Death. If you die after you become vested and before your benefit payments begin, the benefit payable to your spouse, domestic partner, or other beneficiary may be less than the benefit that would have been payable if you had lived and started your benefit under a 75% or 100% contingent annuity option. If you do not have a spouse, domestic partner, or minor child who qualifies for a survivor benefit when you die, no death benefit is payable if you die before your benefits begin (unless provided in a QDRO or except to the extent of your own contributions to the Plan (if any)).

Reemployment. If you are rehired after you begin receiving monthly payments, your payments generally will be stopped if you are rehired before your required beginning date. In addition, your monthly benefit paid when your reemployment ends generally will be adjusted to take into account prior payments.

Election of Early Payment Date. Your monthly benefit payments may be less if you elect to start them before your normal retirement date.

Form of Payment. Your monthly benefit payments will be less than the amount under a life annuity if you elect a form of payment that provides continuing payments after your death to your spouse or other beneficiary.

Lump Sum Fluctuations. Interest rates and mortality assumptions on which lump sums are based change periodically. Therefore, it is possible for a lump sum payable to you at a later date to be less than the lump sum payable to you on an earlier date.

Failure to Start Your Benefit on Your Required Beginning Date. If you fail to start your benefit on your required beginning date or if the Plan Administrator starts to pay you your benefit based on certain assumptions and those assumptions are incorrect (because you did not provide any information or you provided inaccurate information), you may be subject to a federal excise tax equal to 50% of the amount of your benefit payment.

Change of Address, etc. Benefits cannot be paid if you (or your spouse, domestic partner, or other beneficiary) cannot be located. If your name or address (or your spouse's, domestic partner's, or other beneficiary's name or address) changes, or if your marital status changes, it is your responsibility to notify the **Tyco Electronics Pension Service Center**.

Taxes and Withholding. Taxes apply to distributions. Benefits are reduced by any taxes the Plan is required to withhold under federal and state laws.

Failure to Follow Claims Procedure. If you fail to make a timely appeal of a denied claim, you lose any right to possible entitlement to those benefits.

Underfunding. If the Plan is terminated at a time when the trust fund created to provide benefits is underfunded, benefits are not covered by insurance, other than from the Pension Benefit Guaranty Corporation (the "PBGC"), a federal agency described below.

Plan Termination. If the Plan is terminated, benefits payable under the Plan are limited to those that can be provided by the assets of the trust fund and those that are guaranteed by the PBGC. You will lose your benefits if your employment with the Company and all affiliated employers ends before you are vested and the Plan is terminated before you return to employment with the Company or an affiliated employer.

Federal Limits and Liens. Benefits may also be reduced or lost due to limitations under the Internal Revenue Code, the imposition of income, penalty and excise taxes or a tax lien, or a judgment or settlement agreement that requires you to make payments to the Plan.

Correction of Errors. The actual amount of your benefit will be determined under the terms of the Plan document based on final employment data. If there is a difference between the amount of your benefit determined under the Plan document and the amount described in any benefit estimate you are provided, the Plan will pay the amount determined under the Plan document, even if that is less. In addition, the Plan Administrator reserves the right to take steps to correct or recover any erroneous benefit payments.

Future of the Plan

While the Plan Sponsor expects to continue the Plan, it reserves the right to amend or terminate the Plan at its discretion. In that case, you do have certain guarantees. If you are employed by the Company or an affiliated employer on the date of Plan termination, you would be fully vested in the benefits earned up to the date of termination to the extent funded.

- If there is enough money in the Plan to provide retirement benefits earned to the date of termination, Plan assets would be used to buy annuities, payable at retirement, for each participant. Small benefits may be cashed out in a lump sum if annuities are not otherwise available. In addition, extra assets (if any) attributable to participant contributions made before 1991 would be distributed to participants who made the contributions and their beneficiaries. Only then could any residual assets revert to the Plan Sponsor.

- If the assets are not sufficient to provide these annuities and cash-outs, Plan money would be used, as provided by law, to pay expenses and to provide for the benefits attributable to participant contributions made before 1991 and the benefits of retired participants and beneficiaries, vested active participants and terminated vested participants and other participants—in that order. If the assets are not sufficient to provide all these benefits, the PBGC takes over, as explained next.

Pension Benefit Guaranty Corporation

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026, or call **202-326-4000** (not a toll-free number). TTY-TDD users may call the federal relay service toll-free at **1-800-877-8339** and ask to be connected to **202-326-4000**. Additional information about the PBGC's pension insurance program is available through the PBGC's website at **http://www.pbgc.gov**.

Statement Required by Government Regulation

Regulations of the U.S. government require that this summary plan description include the statement that appears below. The Company, the Plan Sponsor, and the Plan Administrator cannot take any responsibility for the accuracy or completeness of any assertion in this statement. The statement is made to you by the federal government, not by the Company or the Plan Administrator.

Your Rights Under Federal Law

In 1974, Congress passed the Employee Retirement Income Security Act (ERISA) to safeguard the interests of participants and beneficiaries in employee benefit plans.

As a participant in the Plan, you have certain rights and protections under ERISA, as outlined in the following statement adapted from regulations of the U.S. Department of Labor.

ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan and Benefits

- examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor (including the latest annual report Form 5500 Series) and available at the Public Disclosure Room, Employee Benefits Security

Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210;

- obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies;
- receive a summary of the Plan's annual financial report. Prior to January 1, 2008, the Plan Administrator was required by law to furnish each participant with a copy of this summary annual report. Effective for Plan Years beginning on or after January 1, 2008, the summary annual report was eliminated and replaced by an annual funding notice; and
- obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65), and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. In any event, the Plan Administrator will automatically provide you with a copy of your statement at least once every three years (provided you have a vested benefit and are actively employed by the Company or an affiliated employer at the time the statement is provided), or, instead of providing a statement once every three years, the Plan Administrator may provide you with an annual notice informing you how you may request a benefit statement. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Company, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. (However, this rule neither guarantees continued employment nor affects the Company's right to terminate your employment for other reasons.)

Enforce Your Rights

If your claim for a pension benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. You have the right to have the Plan review and reconsider your claim (subject to the Plan's time limit described on page 28).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court (after exhausting the Plan's claim procedures and subject to the Plan's time limit described on page 30). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court (after exhausting the Plan's claim procedures and subject to the Plan's time limit described on page 30). If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court (after exhausting the Plan's claim procedures and subject to the Plan's time limit described on page 30). The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the **Tyco Electronics Pension Service Center**. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (**1-866-444-3272**) or via the internet at www.dol.gov/ebsa.

Who's Who: The Plan Directory

Here is some information about the Plan and the people who have assumed responsibility for its operation.

Plan Name

Tyco Electronics Pension Plan Part II – AMP (the successor Plan to the AMP Incorporated Pension Plan, effective October 1, 2000)

Plan Sponsor

Tyco Electronics Corporation
1050 Westlakes Drive
Berwyn, PA 19312-2423
(610) 893-9800

Plan Administrator

Tyco Electronics Corporation Benefits Administrative Committee
Tyco Electronics Corporation
1050 Westlakes Drive
Berwyn, PA 19312-2423
(610) 893-9800

The Plan Administrator has full discretionary authority to administer and interpret the Plan and to decide all questions relating to the provisions of the Plan and its administration, including, without limitation, the power and discretion to resolve ambiguities, to make factual determinations, to rectify errors, to supply omissions, and to determine eligibility and entitlement to benefits. The Plan Administrator's decisions are binding and conclusive on all persons.

Third-Party Administrator

Tyco Electronics Pension Service Center
P.O. Box 1430

100 Half Day Road
Lincolnshire, IL 60069-9852
(866) 292-6271

While the Plan is administered by the Tyco Electronics Corporation Benefits Administrative Committee, most of your day-to-day questions can be answered through the **Tyco Electronics Pension Service Center**.

Plan Trustee

The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675

Agent for Service of Legal Process

If you want to seek legal action for any reason, you may direct legal process to the Plan Administrator or the Plan trustee at the addresses above.

Plan Numbers

The Plan is identified by EIN 23-0332575, which is the Employer Identification Number assigned to the Plan Sponsor by the Internal Revenue Service for tax purposes. The number assigned to the Plan by the Plan Sponsor is 045.

Plan Year

The Plan's recordkeeping year runs from January 1 to December 31.

Plan Type

Under ERISA, this is considered a defined benefit pension plan.