AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON AUGUST 25, 2000.
REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

TEXAS INSTRUMENTS INCORPORATED
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	3600
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NO.)

DELAWARE	75-0289970
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(IRS EMPLOYER IDENTIFICATION NUMBER)

12500 TI BOULEVARD
P.O. BOX 660199
DALLAS, TEXAS 75266-0199
(972) 995-3773
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

TEXAS INSTRUMENTS TUCSON CORPORATION
(FORMERLY KNOWN AS BURR-BROWN CORPORATION)
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE	3674
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NO.)

DELAWARE	86-0445468
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(IRS EMPLOYER IDENTIFICATION NUMBER)

6730 SOUTH TUCSON BOULEVARD
TUCSON, ARIZONA 85706
(520) 746-7365
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

	COPIES TO:
JOSEPH F. HUBACH SENIOR VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL TEXAS INSTRUMENTS INCORPORATED 12500 TI BOULEVARD P.O. BOX 660199 DALLAS, TEXAS 75266-0199 (972) 995-3773 (NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE)	R. SCOTT COHEN WEIL, GOTSHAL & MANGES LLP 100 CRESCENT COURT, SUITE 1300 DALLAS, TEXAS 75201 (214) 746-7700

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO PUBLIC: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: [ ]

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: [X]

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

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

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box: [ ]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
4 1/4% Convertible Subordinated Notes due 2007 of Texas Instruments Tucson Corporation...........................	$250,000,000	100%	$250,000,000	$66,000(1)
Guarantee by Texas Instruments Incorporated..........................	(2)	(2)	(2)	(2)
Common Stock, par value $1.00 per share, of Texas Instruments Incorporated(3).......................	5,624,784(4)	(5)	(5)	(5)
TOTAL...........................				

(1) Pursuant to Rule 429 under the Securities Act of 1933, as amended, this Registration Statement contains a combined prospectus that relates to $250,000,000 of TI Tucson's 4 1/4% Notes due 2007 previously registered on Registration Statement No. 333-37208 on Form S-3, as amended, previously filed by TI Tucson (formerly known as Burr-Brown Corporation) on May 16, 2000. A registration fee of $66,000 was previously paid with the prior Registration Statement.

(2) Texas Instruments has fully and unconditionally guaranteed the payment of the principal of, premium if any, and interest on the notes being registered hereby. Pursuant to Rule 457(n), no registration fee is required with respect to the guarantee.

(3) The Texas Instruments common stock being registered hereby includes associated rights to acquire Series B Participating Cumulative Preferred Stock of Texas Instruments.

(4) There are being registered hereunder 5,624,784 shares of Texas Instruments common stock required at the initial conversion price for conversion of the notes being registered hereunder, together with such additional indeterminate number of shares as may become issuable upon conversion by reason of adjustments in the conversion price.

(5) Pursuant to Rule 457(i), no registration fee is payable with respect to the Texas Instruments common stock underlying the notes since the Texas Instruments common stock will be issued for no separate consideration, but will be issued only upon the conversion of the notes at the initial conversion price of $44.45 per share, subject to adjustment in certain cases.

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 25, 2000

TEXAS INSTRUMENTS TUCSON CORPORATION
(FORMERLY KNOWN AS BURR-BROWN CORPORATION)

$250,000,000
4 1/4% CONVERTIBLE SUBORDINATED NOTES DUE 2007

UNCONDITIONALLY GUARANTEED AS TO PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST BY
TEXAS INSTRUMENTS INCORPORATED

TEXAS INSTRUMENTS INCORPORATED

5,624,784 SHARES OF COMMON STOCK

This prospectus relates to $250,000,000 million aggregate principal amount of 4 1/4% Convertible Subordinated Notes Due 2007 of Texas Instruments Tucson Corporation, a Delaware corporation formerly known as Burr-Brown Corporation and wholly-owned subsidiary of Texas Instruments Incorporated, a Delaware corporation, and the 5,624,784 shares of Texas Instruments common stock, par value $1.00 per share, issuable upon conversion of the notes.

The notes were originally issued by Burr-Brown Corporation in a private placement in February 2000. Effective as of August 24, 2000, Burr-Brown merged with Burma Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Texas Instruments, with Burr-Brown surviving the merger under the terms of the Agreement and Plan of Merger, dated June 21, 2000, among Texas Instruments, Burma and Burr-Brown. Immediately following the merger, Burr-Brown changed its name to Texas Instruments Tucson Corporation. Texas Instruments Tucson Corporation is referred to in this prospectus as TI Tucson. In connection with the closing of the transactions contemplated by the merger agreement, Texas Instruments, TI Tucson and United States Trust Company of New York, as trustee, executed a supplemental indenture under which Texas Instruments agreed to fully and unconditionally guarantee the notes and to issue Texas Instruments common stock upon conversion of the notes.

This prospectus will be used by selling securityholders to resell their notes and the Texas Instruments common stock issuable upon conversion of their notes.

The notes are convertible prior to maturity into Texas Instruments common stock at an initial conversion price of $44.45 per share, subject to adjustment. TI Tucson will pay interest on the notes on February 15 and August 15 of each year, beginning August 15, 2000. The notes will mature on February 15, 2007, unless earlier converted or redeemed.

TI Tucson may redeem any or all of the notes on or after February 20, 2003. In addition, the holders may require TI Tucson to repurchase the notes upon a fundamental charge prior to February 15, 2007. The merger did not constitute a fundamental change.

The notes are subordinated in right of payment to all of TI Tucson's senior indebtedness, and are subordinated by operation of law to all liabilities, including trade payables, of TI Tucson's subsidiaries. At August 24, 2000, TI Tucson had senior indebtedness outstanding in the principal amount of approximately $275 million, and TI Tucson together with its subsidiaries had approximately $50 million of other debt and liabilities outstanding.

Texas Instruments' guarantee of the notes is subordinated to all senior indebtedness of Texas Instruments. At August 23, 2000, Texas Instruments had senior indebtedness outstanding in the principal amount of approximately $1,178 million, and Texas Instruments together with its subsidiaries had approximately $78 million of other debt and liabilities outstanding.

The closing price of Texas Instruments common stock on the New York Stock Exchange on August 24, 2000 was $69.63 per share. Texas Instruments common stock is traded on the New York Stock Exchange under the symbol "TXN."

INVESTING IN THESE SECURITIES INVOLVES RISKS. SEE "RISK FACTORS" BEGINNING ON PAGE 4.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This prospectus is dated August 25, 2000.

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS. NEITHER TEXAS INSTRUMENTS NOR TI TUCSON HAS AUTHORIZED ANYONE TO PROVIDE YOU WITH DIFFERENT INFORMATION. NEITHER TEXAS INSTRUMENTS NOR TI TUCSON IS MAKING AN OFFER OF THESE SECURITIES IN ANY STATE WHERE THE OFFER IS NOT PERMITTED. YOU SHOULD NOT ASSUME THAT THE INFORMATION CONTAINED IN OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS OR ANY PROSPECTUS SUPPLEMENT IS ACCURATE AS OF ANY DATE OTHER THAN THE DATE ON THE FRONT OF THIS PROSPECTUS.

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WHERE YOU CAN FIND MORE INFORMATION

Texas Instruments files reports, proxy statements and other information with the Securities and Exchange Commission in accordance with the Securities Exchange Act of 1934. Effective as of the closing of the merger, TI Tucson ceased to file reports under the Exchange Act. Texas Instruments will include TI Tucson condensed consolidating financial information in its Exchange Act reports for so long as the notes remain outstanding. Texas Instruments and TI Tucson have also filed a registration statement on Form S-3, including exhibits and schedules, under the Securities Act with respect to the securities to be sold in this offering. You may read and copy all or any portion of the registration statement or any reports, proxy statements or other information at the following public reference facilities of the Commission:

Washington, D.C.	New York, New York	Chicago, Illinois
Judiciary Plaza 450 Fifth Street, N.W. Room 1024 Washington, D.C. 20549	7 World Trade Center Suite 1300 New York, NY 10048	500 West Madison Street Suite 1400 Chicago, IL 60661-2511

You can request copies of these documents upon payment of a duplicating fee by writing to the Public Reference Section of the Commission at 450 First Street, N.W., Washington, D.C. 20549. You may call the Commission at 1-800-SEC-0330 for further information on the operation of its public reference rooms. Texas Instruments' and TI Tucson's reports, proxy statements and other information filed with the Commission, including the registration statement, are also available to the public over the Internet at the Commission's World Wide Web site at http://www.sec.gov.

The Commission allows Texas Instruments and TI Tucson to "incorporate by reference" into this prospectus the information that they file with it, which means that they can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus and is an important part of this prospectus. Information that Texas Instruments files later with the Commission will automatically update and supersede this information. Texas Instruments and TI Tucson have filed with the Commission and incorporate by reference the following documents:

- Texas Instruments' Annual Report on Form 10-K for the fiscal year ended December 31, 1999, as amended;

- Texas Instruments' Quarterly Reports on Form 10-Q for the quarters ended March 31, 2000 and June 30, 2000;

- Texas Instruments' Current Reports on Form 8-K dated July 6, 2000;

- Texas Instruments' 2000 Annual Meeting Definitive Proxy Statement on Schedule 14A;

- Descriptions of Texas Instruments common stock and preferred share purchase rights contained in Texas Instruments' registration statements on Form 8-A (File No. 1-3761), and any amendments or reports filed for the purpose of updating those descriptions;

- Texas Instruments Registration Statement on Form S-4, as amended (File No. 333-41030), including the merger proxy/prospectus of Texas Instruments and TI Tucson;

- TI Tucson's Annual Report on Form 10-K for the fiscal year ended December 31, 1999;

- TI Tucson's Quarterly Reports on Form 10-Q for the quarters ended April 1, 2000 and July 1, 2000;

- TI Tucson's 2000 Annual Meeting Definitive Proxy Statement on Schedule 14A; and

- TI Tucson's Current Reports on Form 8-K dated February 25, 2000 and June 22, 2000.

Please note that all other documents and reports filed under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act following the date of this prospectus and prior to the termination of this offering will be deemed to be incorporated by reference into this prospectus and to be made a part of it from the date of the filing of Texas Instruments' and TI Tucson's reports and documents.

You may request free copies of these filings by writing or telephoning Texas Instruments at the following address:

Investor Relations
Texas Instruments Incorporated
12500 TI Boulevard
P.O. Box 660199
Dallas, Texas 75266-0199
(972) 995-3773

You should rely only on the information incorporated by reference or provided by this prospectus. Neither Texas Instruments nor TI Tucson has authorized anyone else to provide you with different information. Neither Texas Instruments nor TI Tucson is making an offer of these securities in any state where the offer is not permitted. You should not assume the information in this prospectus is accurate as of any date other than the date on the front of this document.

SUMMARY

This summary highlights some information from this prospectus, and it may not contain all of the information that is important to you. It is qualified in its entirety by the more detailed information and consolidated financial statements, including the notes to the consolidated financial statements incorporated by reference in this prospectus. You should read the full text of, and consider carefully the more specific details contained in, this prospectus or incorporated by reference in this prospectus.

TEXAS INSTRUMENTS

Texas Instruments is a global semiconductor company and the world's leading designer and supplier of digital signal processors and analog integrated circuits, the engines driving the digitalization of electronics. These two types of semiconductor products work together in digital electronic devices such as digital cellular phones. Analog technology converts analog signals like sound, light, temperature and pressure into the digital language of zeros and ones, which can then be processed in real-time by a digital signal processor. Analog integrated circuits also translate digital signals back to analog. Digital signal processors and analog integrated circuits enable a wide range of new products and features for Texas Instruments' more than 30,000 customers in commercial, industrial and consumer markets.

Texas Instruments' principal offices are located at 12500 TI Boulevard, Dallas, Texas 75266-0199. Texas Instruments' telephone number is (972) 995-3773.

TI TUCSON

TI Tucson is a wholly-owned subsidiary of Texas Instruments. TI Tucson is a global leader in the development, manufacturing and marketing of high performance analog and mixed signal integrated circuits that detect, measure and control real world properties, such as temperature, pressure, speed, flow, humidity, sound and light. Through its proprietary design expertise and specialized application knowledge, TI Tucson delivers more than 1,400 innovative products to customers worldwide. TI Tucson's major customers are among the world's leading electronics manufacturers. TI Tucson targets high growth segments of the communications, consumer, computing and industrial markets.

TI Tucson sells both standard linear integrated circuits (SLICs), which can be used as precision building blocks across many applications, as well as application specific standard products (ASSPs), which are targeted to the unique requirements of emerging, high volume applications.

TI Tucson's principal offices are located at 6730 South Tucson Boulevard, Tucson, Arizona 85706. TI Tucson's telephone number is (520) 746-7365.

THE OFFERING

SECURITIES OFFERED	$250,000,000 principal amount of 4 1/4% Convertible Subordinated Notes due 2007.
INTEREST	4 1/4% per year on the principal amount, payable semi-annually in arrears in cash on February 15 and August 15 of each year, beginning August 15, 2000.
CONVERSION	You may convert each note into Texas Instruments common stock at any time on or before February 15, 2007 at a conversion price of $44.45 per share, subject to adjustment if certain events affecting Texas Instruments common stock occur.
SUBORDINATION	The notes will be subordinated to all of TI Tucson's existing and future senior indebtedness and are structurally subordinated to all debt and other liabilities of TI Tucson's subsidiaries. As of August 24, 2000, TI Tucson had approximately $275 million of senior indebtedness outstanding and TI Tucson together with its subsidiaries had an additional approximately $50 million of other debt and liabilities outstanding. Neither TI Tucson nor its subsidiaries are prohibited from incurring debt, including senior indebtedness, under the indenture.
OPTIONAL REDEMPTION	TI Tucson may redeem any or all of the notes on or after February 20, 2003, in whole or in part, at the redemption prices listed in this prospectus, together with accrued and unpaid interest to the date of redemption.
FUNDAMENTAL CHANGE	If a fundamental change (as described in this prospectus under "Description of Notes -- Redemption at Option of the Holder") occurs on or before February 15, 2007, you may require TI Tucson to purchase all or part of your notes at a redemption price equal to 100% of the outstanding principal amount of the notes being redeemed, plus accrued and unpaid interest to (but excluding) the date of redemption.
GUARANTEE	Texas Instruments has fully and unconditionally guaranteed payment of the principal, premium, if any, and interest of the notes. Texas Instruments' guarantee is subordinated to Texas Instruments' existing and future senior indebtedness. At August 23, 2000, Texas Instruments had senior indebtedness outstanding in the principal amount of approximately $1,178 million, and Texas Instruments together with its subsidiaries had approximately $78 million of other debt and liabilities outstanding.

USE OF PROCEEDS.....................	Neither Texas Instruments nor TI Tucson will receive any of the proceeds from the sale by any selling security holder of the notes or the underlying Texas Instruments common stock.
NYSE SYMBOL (FOR THE TEXAS INSTRUMENTS COMMON STOCK)...........	TXN

RISK FACTORS

You should read the following risk factors in conjunction with discussions of factors discussed elsewhere in this prospectus and in materials incorporated by reference in this prospectus. These risk factors are intended to highlight certain issues that may affect the financial condition and results of operations of Texas Instruments and TI Tucson and are not meant to be an exhaustive discussion of risks that apply to companies with broad international operations, such as Texas Instruments and TI Tucson. Like other businesses, Texas Instruments and TI Tucson are susceptible to macroeconomic downturns in the United States or abroad that may affect the general economic climate and performance of Texas Instruments and TI Tucson or their customers. Similarly, the price of Texas Instruments' and TI Tucson's securities is subject to volatility due to fluctuations in general market conditions, differences in Texas Instruments' and TI Tucson's results of operations from estimates and projections generated by the investment community and other factors beyond Texas Instruments' and TI Tucson's control.

A WEAKENING IN THE SEMICONDUCTOR MARKET MAY ADVERSELY AFFECT TEXAS INSTRUMENTS' AND TI TUCSON'S PERFORMANCE.

The semiconductor business represents Texas Instruments' and TI Tucson's largest business segments and the principal source of their revenues. The semiconductor market has historically been cyclical and subject to significant economic downturns. A significant weakening in the semiconductor market may adversely affect Texas Instruments' and TI Tucson's results of operations and have an adverse effect on the market price of Texas Instruments' and TI Tucson's securities.

THE TECHNOLOGY INDUSTRY IS CHARACTERIZED BY RAPID TECHNOLOGICAL CHANGE THAT REQUIRES TEXAS INSTRUMENTS AND TI TUCSON TO DEVELOP NEW TECHNOLOGIES AND PRODUCTS.

Texas Instruments' and TI Tucson's results of operations depend in part upon their ability to successfully develop and market innovative products in a rapidly changing technological environment. Texas Instruments and TI Tucson require significant capital to develop new technologies and products to meet changing customer demands that, in turn, may result in shortened product lifecycles. Moreover, expenditures for technology and product development are generally made before the commercial viability for such developments can be assured. As a result, there can be no assurance that Texas Instruments and TI Tucson will successfully develop and market these new products, that the products Texas Instruments and TI Tucson do develop and market will be well received by customers or that Texas Instruments and TI Tucson will realize a return on the capital expended to develop such products.

TEXAS INSTRUMENTS AND TI TUCSON FACE SUBSTANTIAL COMPETITION THAT REQUIRES THE COMPANIES TO RESPOND RAPIDLY TO PRODUCT DEVELOPMENT AND PRICING PRESSURES.

Texas Instruments and TI Tucson face intense technological and pricing competition in the markets in which they operate. Texas Instruments and TI Tucson expect that the level of this competition will increase in the future from large, established semiconductor and related product companies, as well as from emerging companies serving niche markets also served by Texas Instruments and TI Tucson. Some of Texas Instruments' and TI Tucson's competitors possess sufficient financial, technical and management resources to develop and market products that may compete favorably against those products of Texas Instruments and TI Tucson that currently offer technological and/or price advantages over competitive products. Competition results in price and product development pressures, which may result in reduced profit margins and lost business opportunities in the event that Texas Instruments and TI Tucson are unable to match price declines or technological, product, applications support, software or manufacturing advances of their competitors.

TEXAS INSTRUMENTS' AND TI TUCSON'S PERFORMANCE DEPENDS UPON THEIR ABILITY TO ENFORCE INTELLECTUAL PROPERTY RIGHTS AND TO DEVELOP OR LICENSE NEW INTELLECTUAL PROPERTY.

Texas Instruments benefits from royalties generated from various Texas Instruments license agreements that will be in effect through the year 2005. Future royalty revenue and access to world-wide markets depends on the continued strength of Texas Instruments' intellectual property portfolio. Texas Instruments and TI Tucson actively enforce and protect their intellectual property rights, but there can be no assurance that

Texas Instruments' and TI Tucson's efforts will be adequate to prevent the misappropriation or improper use of the protected technology. Moreover, there can be no assurance that, as Texas Instruments' and TI Tucson's businesses expand into new areas, Texas Instruments and TI Tucson will be able to independently develop the technology, software or know-how necessary to conduct their businesses. Texas Instruments and TI Tucson may have to rely increasingly on licensed technology from others. To the extent that Texas Instruments and TI Tucson rely on licenses from others, there can be no assurance that they will be able to obtain all of the licenses they desire in the future on terms they consider reasonable or at all.

A DECLINE IN DEMAND IN CERTAIN END-USER MARKETS COULD HAVE A MATERIAL ADVERSE EFFECT ON THE DEMAND FOR TEXAS INSTRUMENTS' AND TI TUCSON'S PRODUCTS AND RESULTS OF OPERATIONS.

Texas Instruments' and TI Tucson's customer base includes companies in a wide range of industries, but Texas Instruments and TI Tucson generate a significant amount of revenues from sales to customers in the telecommunications and computer-related industries. Within these industries, a large portion of Texas Instruments' and TI Tucson's revenues are generated by the sale of digital signal processors and analog and mixed signal integrated circuits to customers in the cellular phone, modem and hard disk drive segments of these industries. A significant decline in any one or several of Texas Instruments' or TI Tucson's end-user markets could have a material adverse effect on the demand for Texas Instruments' and TI Tucson's products and their results of operations.

TEXAS INSTRUMENTS' AND TI TUCSON'S INTERNATIONAL MANUFACTURING OPERATIONS AND SALES SUBJECT THEM TO RISKS ASSOCIATED WITH LEGAL, POLITICAL, ECONOMIC OR OTHER CHANGES OUTSIDE OF THE UNITED STATES.

Texas Instruments operates in 27 countries worldwide and in 1999 derived in excess of 67% of its revenues from sales to locations outside the United States TI Tucson derives approximately two-thirds of its revenue from sales outside the Unites States, primarily in Europe and Asia. Operating internationally exposes Texas Instruments and TI Tucson to changes in the laws or policies, as well as the general economic conditions, of the various countries in which they operate, which could result in an adverse effect on Texas Instruments' and TI Tucson's business operations in such countries and their results of operations. Also, Texas Instruments and TI Tucson use forward currency exchange contracts to minimize the adverse earnings impact from the effect of exchange rate fluctuations on the company's non-U.S. dollar net balance sheet exposures. Nevertheless, in periods when the U.S. dollar strengthens in relation to the non-U.S. currencies in which Texas Instruments and TI Tucson transact business, the remeasurement of non-U.S. dollar transactions can have an adverse effect on Texas Instruments' and TI Tucson's non-U.S. business.

THE LOSS OF OR SIGNIFICANT CURTAILMENT OF PURCHASES BY ANY OF TEXAS INSTRUMENTS' OR TI TUCSON'S LARGEST CUSTOMERS COULD ADVERSELY AFFECT TEXAS INSTRUMENTS OR TI TUCSON'S RESULTS OF OPERATIONS.

While Texas Instruments and TI Tucson generate revenues from thousands of customers worldwide, the loss of or significant curtailment of purchases by one or more of their top customers, including curtailments due to a change in the sourcing policies or practices of these customers, may adversely affect Texas Instruments' or TI Tucson's results of operations.

TEXAS INSTRUMENTS' AND TI TUCSON'S CONTINUED SUCCESS DEPENDS UPON THEIR ABILITY TO RETAIN AND RECRUIT A SUFFICIENT NUMBER OF QUALIFIED EMPLOYEES IN A COMPETITIVE ENVIRONMENT.

Texas Instruments' and TI Tucson's continued success depends on the retention and recruitment of skilled personnel, including technical, marketing, management and staff personnel. Experienced personnel in the electronics industry are in high demand and competition for their skills is intense. There can be no assurance that Texas Instruments and TI Tucson will be able to successfully retain and recruit the key personnel that they require.

EFFECT OF THE MERGER; RISKS RELATED TO THE INTEGRATION OF OPERATIONS.

There can be no guarantee that Texas Instruments' management will be able to successfully integrate TI Tucson's employees and operations following the merger, and there is the risk that Texas Instruments will be unable to retain all of TI Tucson's key employees for a number of reasons, including the risk that the

cultures of the companies will not blend. There also can be no assurance that any contemplated synergies from the integration of the businesses will be realized.

In addition, the merger will require substantial time and effort of key managers of Texas Instruments, which could divert the attention of those managers from other matters. Risks exist in the consolidation of the systems, operations and administrative functions of TI Tucson and Texas Instruments. Managing the integration of TI Tucson's business may limit the time available for those managers of Texas Instruments to attend to other operational, financial and strategic issues.

THE NOTES ARE SUBORDINATED TO TI TUCSON'S SENIOR LENDERS.

The notes are unsecured obligations of TI Tucson ranking junior to all senior indebtedness of TI Tucson. At August 24, 2000, TI Tucson had senior indebtedness outstanding in the principal amount of approximately $275 million, and TI Tucson together with its subsidiaries had approximately $50 million of other debt and liabilities outstanding. Payment of principal, premium, if any, and interest on the notes has been guaranteed by Texas Instruments. The guarantee is an unsecured obligation of Texas Instruments, ranking junior to all senior indebtedness of Texas Instruments. At August 23, 2000, Texas Instruments had senior indebtedness outstanding in the principal amount of approximately $1,178 million, and Texas Instruments together with its subsidiaries had approximately $78 million of other debt and liabilities outstanding.

TI Tucson conducts its operations through its subsidiaries. Accordingly, TI Tucson's ability to meet its cash obligations is dependent in part upon the ability of its subsidiaries to make cash distributions to TI Tucson. The ability of its subsidiaries to make cash distributions to TI Tucson is and will continue to be restricted by, among other limitations, applicable provisions of law. The indenture does not limit the ability of TI Tucson, Texas Instruments or any of their subsidiaries or affiliates to incur indebtedness or to grant security interests or liens in respect to their assets. The right of TI Tucson to participate in the assets of any subsidiary, and thus the ability of the holders of the notes to benefit indirectly from such assets, is generally subject to the prior claims of creditors, including trade creditors, of subsidiaries of TI Tucson with respect to the assets of that subsidiary. The notes, therefore, are structurally subordinated to creditors, including trade creditors, of TI Tucson's subsidiaries with respect to the assets of the subsidiaries against which those creditors have a claim. The incurrence of additional indebtedness by TI Tucson, TI Tucson's subsidiaries or Texas Instruments could adversely affect TI Tucson's ability to pay its obligations on the notes and of Texas Instruments' ability to pay its obligations under its guarantee.

TEXAS INSTRUMENTS GUARANTEE IS SUBJECT TO FRAUDULENT CONVEYANCE CONSIDERATIONS.

TI Tucson's payment obligations under the notes have been unconditionally guaranteed by Texas Instruments. Texas Instruments' guarantee of the obligations of TI Tucson under the notes may be subject to review under relevant federal and state fraudulent conveyance statutes in a bankruptcy, reorganization or rehabilitation case or similar proceeding or a lawsuit by or on behalf of unpaid creditors of Texas Instruments. If a court were to find under relevant fraudulent conveyance statutes that, at the time of the guarantee, Texas Instruments guaranteed the notes with the intent of hindering, delaying or defrauding current or future creditors or Texas Instruments received less than reasonable equivalent value or fair consideration for guaranteeing the notes and

- was insolvent or was rendered insolvent by reason of such guarantee,

- was engaged, or about to engage, in a business or transaction for which its assets constituted unreasonably small capital, or

- intended to incur, or believed that it would incur, obligations beyond its ability to pay as such obligations matured, as all of the then terms are defined in or interpreted under such fraudulent conveyance statutes,

the court could avoid or subordinate the guarantee to presently existing and future indebtedness of Texas Instruments and take other action detrimental to you, including, under certain circumstances, invalidating the guarantee.

TI TUCSON MAY BE UNABLE TO REPURCHASE YOUR NOTES UPON THE OCCURRENCE OF A FUNDAMENTAL CHANGE.

Upon the occurrence of a fundamental change, as defined in the indenture, you will have the right, at your option, to require TI Tucson to repurchase all of your notes, or any portion of your notes that is an integral multiple of $1,000 principal amount. If a fundamental change were to occur, there can be no assurance that TI Tucson would have sufficient funds to pay the purchase price for all the notes tendered by the holders of the notes. In addition, TI Tucson's or Texas Instruments' repurchase of notes as a result of the occurrence of a fundamental change may be prohibited or limited by, or create an event of default under, the terms of agreements related to borrowings which TI Tucson or Texas Instruments may enter into from time to time. The merger did not qualify as a fundamental change.

LIMITED PUBLIC MARKET FOR THE NOTES.

There can be no assurance as to the liquidity of, or trading market for, the notes. In addition, various factors such as changes in prevailing interest rates or changes in perceptions of creditworthiness could cause the market price of the notes to fluctuate significantly. The trading price of the notes could also be significantly affected by the market price of Texas Instruments common stock, which could be subject to wide fluctuations in response to a variety of factors, including quarterly variations in operating results, announcements by Texas Instruments or its competitors, general conditions in the industry and general economic and market conditions.

USE OF PROCEEDS

Neither Texas Instruments nor TI Tucson will receive any proceeds from the sale by any selling securityholder of the notes or the underlying Texas Instruments common stock.

RATIO OF EARNINGS TO FIXED CHARGES

TI Tucson's ratio of earnings to fixed charges for each of the periods indicated is as follows:

	FISCAL YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JULY 1,
	1995	1996	1997	1998	1999	2000
Ratio of Earnings to Fixed Charges(1)	36.4	58.0	105.0	89.9	142.7	14.1

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(1) Computed by dividing earnings before taxes adjusted for fixed charges by fixed charges, which include interest expense plus the portion of rent expense under operating leases that we consider to be representative of the interest factor, plus amortization of debt issuance costs.

Texas Instruments' ratio of earnings to fixed charges for each of the periods indicated is as follows:

	FISCAL YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,
	1995	1996	1997	1998	1999	2000
Ratio of Earnings to Fixed Charges(1)	14.7	1.2	6.1	6.4	19.3	40.3

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(1) Computed by dividing earnings before taxes adjusted for fixed charges by fixed charges, which include interest expense plus the portion of rent expense under operating leases that we consider to be representative of the interest factor, plus amortization of debt issuance costs. Computation also gives effect to the merger, which was accounted for as a "pooling of interests."

DESCRIPTION OF NOTES

The notes were issued under an indenture dated as of February 24, 2000, between TI Tucson, then known as Burr-Brown, and United States Trust Company of New York, N.A., as trustee. On August 24, 2000, TI Tucson, Texas Instruments and United States Trust Company executed a first supplemental indenture. The indenture and the first supplemental indenture are collectively referred to in this "Description of Notes" as the indenture. A copy of the indenture has been filed as an exhibit incorporated by reference to this Registration Statement.

The following description is a summary of the material provisions of the notes and the indenture. It does not purport to be complete. This summary is subject to and is qualified by reference to all the provisions of the indenture, including the definitions of certain terms used in the indenture. Wherever particular provisions or defined terms of the indenture or form of note are referred to, these provisions or defined terms are incorporated in this prospectus by reference.

As used in this "Description of Notes" section, references to "TI Tucson" refer solely to Texas Instruments Tucson Corporation and not its subsidiaries and references to "Texas Instruments" refer solely to Texas Instruments Incorporated and not its subsidiaries.

GENERAL

TI Tucson issued $250,000,000 of notes in a private placement in February 2000. The notes are general unsecured obligations of TI Tucson. TI Tucson's payment obligations under the notes will be subordinated to its senior indebtedness as described under "Subordination of Notes" below. The notes are convertible into Texas Instruments common stock as described under "Conversion of Notes" below. The notes were issued in denominations of $1,000 and multiples of $1,000. The notes will mature on February 15, 2007 unless earlier converted, redeemed at TI Tucson's option or redeemed at your option upon a fundamental change.

TI Tucson is not subject to any financial covenants under the indenture. In addition, TI Tucson is not restricted under the indenture from paying dividends, incurring debt, including senior indebtedness, or issuing or repurchasing its securities.

You are not afforded protection in the event of a highly leveraged transaction or a change in control of Texas Instruments or TI Tucson under the indenture except to the extent described below under "Redemption at Option of the Holder."

The interest rate on the notes is 4 1/4% per year. TI Tucson will pay interest on February 15 and August 15 of each year, beginning August 15, 2000, to record holders at the close of business on the preceding February 1 and August 1, as the case may be, except:

- interest payable upon redemption will be paid to the person to whom principal is payable, unless the redemption date is an interest payment date; and

- as set forth in the next sentence.

In case you convert your notes into Texas Instruments common stock during the period after any record date but prior to the next interest payment date either:

- TI Tucson will not be required to pay interest on the interest payment date if the note has been called for redemption on a redemption date that occurs during this period;

- TI Tucson will not be required to pay interest on the interest payment date if the note is to be redeemed in connection with a fundamental change on a repurchase date that occurs during this period; or

- if otherwise, any note not called for redemption that is submitted for conversion during this period must also be accompanied by an amount equal to the interest due on the interest payment date on the converted principal amount, unless at the time of conversion there is a default in the payment of interest on the notes. See "Conversion of Notes" below.

TI Tucson maintains an office in the Borough of Manhattan, The City of New York, for the payment of interest, which shall initially be an office or agency of the trustee.

TI Tucson may pay interest either:

- by check mailed to your address as it appears in the note register, provided that if you are a holder with an aggregate principal amount in excess of $2.0 million, you shall be paid, at your written election, by wire transfer in immediately available funds; or

- by transfer to an account maintained by you in the United States.

However, payments to The Depository Trust Company, New York, New York, which is referred to as DTC, will be made by wire transfer of immediately available funds to the account of DTC or its nominee. Interest will be computed on the basis of a 360-day year composed of twelve 30-day months.

CONVERSION OF NOTES

You may convert your note, in whole or in part, into Texas Instruments common stock through the final maturity date of the notes, subject to prior redemption of the notes. If TI Tucson calls notes for redemption, you may convert the notes only until the close of business on the business day prior to the redemption date unless TI Tucson fails to pay the redemption price. If you have submitted your notes for redemption upon a fundamental change, you may convert your notes only if you withdraw your redemption election. You may convert your notes in part so long as this part is $1,000 principal amount or an integral multiple of $1,000. If any notes not called for redemption are converted after a record date for any interest payment date and prior to the next interest payment date, the notes must be accompanied by an amount equal to the interest payable on the interest payment date on the converted principal amount unless a default in the payment of interest on the notes exists at the time of conversion.

As of the date of this prospectus, the current conversion price for the notes is $44.45 per share of Texas Instruments common stock, subject to adjustment as described below. Texas Instruments will not issue fractional shares of Texas Instruments common stock upon conversion of notes. Instead, Texas Instruments will pay cash equal to the market price of Texas Instruments common stock on the business day prior to the conversion date. Except as described below, you will not receive any accrued interest or dividends upon conversion.

To convert your note into Texas Instruments common stock you must:

- complete and manually sign the conversion notice on the back of the note or facsimile of the conversion notice and deliver this notice to the conversion agent;

- surrender the note to the conversion agent;

- if required, furnish appropriate endorsements and transfer documents;

- if required, pay all transfer or similar taxes; and

- if required, pay funds equal to interest payable on the next interest payment date.

The date you comply with these requirements is the conversion date under the indenture.

Texas Instruments will adjust the conversion price if the following events occur:

(1) Texas Instruments issues Texas Instruments common stock as a dividend or distribution on Texas Instruments common stock;

(2) Texas Instruments issues to all holders of Texas Instruments common stock certain rights or warrants to purchase Texas Instruments common stock;

(3) Texas Instruments subdivides or combines Texas Instruments common stock;

(4) Texas Instruments distributes to all Texas Instruments common stockholders capital stock, evidences of indebtedness or assets, including securities but excluding:

- rights or warrants listed in (2) above;

- dividends or distributions listed in (1) above; and

- cash distributions listed in (5) below;

(5) Texas Instruments distributes cash, excluding any quarterly cash dividend on Texas Instruments common stock to the extent that the aggregate cash dividend per share of Texas Instruments common stock in any quarter does not exceed the greater of:

- the amount per share of Texas Instruments common stock of the next preceding quarterly cash dividend on Texas Instruments common stock to the extent that the preceding quarterly dividend did not require an adjustment of the conversion price pursuant to this clause (5), as adjusted to reflect subdivisions or combinations of the Texas Instruments common stock, and

- 3.75% of the average of the last reported sale price of Texas Instruments common stock during the ten trading days immediately prior to the declaration date of the dividend, and excluding any dividend or distribution in connection with the liquidation, dissolution or winding up of Texas Instruments.

If an adjustment is required to be made under this clause (5) as a result of a distribution that is a quarterly dividend, the adjustment would be based upon the amount by which the distribution exceeds the amount of the quarterly cash dividend permitted to be excluded pursuant to this clause (5). If an adjustment is required to be made under this clause (5) as a result of a distribution that is not a quarterly dividend, the adjustment would be based upon the full amount of the distribution;

(6) Texas Instruments or one of its subsidiaries makes a payment in respect of a tender offer or exchange offer for Texas Instruments common stock to the extent that the cash and value of any other consideration included in the payment per share of Texas Instruments common stock exceeds the current market price per share of Texas Instruments common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer; and

(7) someone other than Texas Instruments or one of its subsidiaries makes a payment in respect of a tender offer or exchange offer in which, as of the closing date of the offer, Texas Instruments board of directors is not recommending rejection of the offer. The adjustment referred to in this clause (7) will only be made if:

- the tender offer or exchange offer is for an amount that increases the offeror's ownership of Texas Instruments common stock to more than 25% of the total shares of Texas Instruments common stock outstanding, and

- the cash and value of any other consideration included in the payment per share of Texas Instruments common stock exceeds the current market price per share of Texas Instruments common stock on the business day next succeeding the last date on which tenders or exchanges may be made pursuant to the tender or exchange offer.

However, the adjustment referred to in this clause (7) will generally not be made if as of the closing of the tender or exchange offer, the offering documents disclose a plan or an intention to cause Texas Instruments to engage in a consolidation or merger of Texas Instruments or a sale of all or substantially all of its assets.

Under the provisions of Texas Instruments' rights plan, upon conversion of the notes into Texas Instruments common stock, to the extent that the rights plan is still in effect upon conversion, you will receive, in addition to the Texas Instruments common stock, the rights under the rights plan to which you are entitled under the plan whether or not the rights have separated from the Texas Instruments common stock at the time of conversion, subject to limited exceptions.

In the event of:

- any reclassification of Texas Instruments common stock;

- a consolidation, merger or combination involving Texas Instruments; or

- a sale or conveyance to another person of all or substantially all of the property and assets of Texas Instruments,

in which holders of Texas Instruments common stock would be entitled to receive stock, other securities, other property, assets or cash for their Texas Instruments common stock, holders of notes will generally be entitled thereafter to convert their notes into the same type of consideration received by Texas Instruments common stock holders immediately prior to one of these types of events.

You may in certain situations be deemed to have received a distribution subject to United States federal income tax as a dividend in the event of any taxable distribution to holders of Texas Instruments common stock or in certain other situations requiring a conversion price adjustment. See "United States Federal Income Tax Considerations."

Texas Instruments may from time to time reduce the conversion price for a period of at least 20 days if its board of directors has made a determination that this reduction would be in Texas Instruments' best interests. Any such determination by Texas Instruments' board will be conclusive. Texas Instruments would give holders at least 15 days' notice of any reduction in the conversion price. In addition, Texas Instruments may reduce the conversion price if its board of directors deems it advisable to avoid or diminish any income tax to holders of Texas Instruments common stock resulting from any stock or rights distribution. See "United States Federal Income Tax Considerations."

Texas Instruments will not be required to make an adjustment in the conversion price unless the adjustment would require a change of at least one percent in the conversion price. However, Texas Instruments will carry forward any adjustments that are less than one percent of the conversion price. Except as described above in this section, Texas Instruments will not adjust the conversion price for any issuance of Texas Instruments common stock or convertible or exchangeable securities or rights to purchase Texas Instruments common stock or convertible or exchangeable securities.

OPTIONAL REDEMPTION BY TI TUCSON

The notes are not entitled to any sinking fund. At any time on or after February 20, 2003, TI Tucson may redeem the notes in whole or in part at the following prices expressed as a percentage of the principal amount:

PERIOD	REDEMPTION PRICE
Beginning on February 20, 2003 and ending on February 14, 2004	102.429%
Beginning on February 15, 2004 and ending on February 14, 2005	101.821
Beginning on February 15, 2005 and ending on February 14, 2006	101.214
Beginning on February 15, 2006 and ending on February 14, 2007	100.607

and 100% at February 15, 2007. In each case, TI Tucson will pay interest to, but excluding, the redemption date. If the redemption date is an interest payment date, interest shall be paid to the record holder on the relevant record date. TI Tucson is required to give notice of redemption by mail to holders not more than 60 but not less than 30 days prior to the redemption date.

If less than all of the outstanding notes are to be redeemed, the trustee shall select the notes to be redeemed in principal amounts of $1,000 or integral multiples of $1,000 by lot, pro rata or by another method the trustee considers fair and appropriate. If a portion of your notes is selected for partial redemption and you convert a portion of your notes, the converted portion shall be deemed to be the portion selected for redemption.

TI Tucson may not redeem the notes if it has failed to pay any interest or premium on the notes and such failure to pay is continuing. TI Tucson or Texas Instruments will issue a press release if it redeems the notes.

REDEMPTION AT OPTION OF THE HOLDER

If a fundamental change occurs prior to February 15, 2007, you may require TI Tucson to redeem your notes, in whole or in part, on a repurchase date that is 30 days after the date of TI Tucson's notice of the fundamental change. The notes will be redeemable in multiples of $1,000 principal amount.

TI Tucson shall redeem the notes at a price equal to 100% of the principal amount to be redeemed, plus accrued interest to, but excluding, the repurchase date. If the repurchase date is an interest payment date, TI Tucson will pay interest to the record holder on the relevant record date.

TI Tucson will mail to all record holders a notice of the fundamental change within 10 days after the occurrence of the fundamental change. TI Tucson is also required to deliver to the trustee a copy of the fundamental change notice. If you elect to redeem your notes, you must deliver to TI Tucson or its designated agent, on or before the 30th day after the date of TI Tucson's fundamental change notice, your redemption notice and any notes to be redeemed, duly endorsed for transfer. TI Tucson will promptly pay the redemption price for notes surrendered for redemption following the repurchase date.

A "fundamental change" is any transaction or event in connection with which all or substantially all of Texas Instruments common stock shall be exchanged for, converted into, acquired for or constitute solely the right to receive consideration, whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise, which is not all or substantially all common stock listed on, or that will be listed immediately after the transaction or event on:

- a United States national securities exchange, or

- approved for quotation on the Nasdaq National Market or any similar United States system of automated dissemination of quotations of securities prices.

TI Tucson will comply with any applicable provisions of Rule 13e-4 and any other tender offer rules under the Exchange Act in the event of a fundamental change.

These fundamental change redemption rights could discourage a potential acquiror from merging with Texas Instruments or commencing a tender offer for its stock. However, this fundamental change redemption feature is not the result of Texas Instruments' management's knowledge of any specific effort to obtain control of Texas Instruments by means of a merger, tender offer or solicitation, or part of a plan by Texas Instruments' management to adopt a series of anti-takeover provisions. The term "fundamental change" is limited to specified transactions and may not include other events that might adversely affect Texas Instruments' financial condition. TI Tucson's obligation to offer to redeem the notes upon a fundamental change would not necessarily afford you protection in the event of a highly leveraged transaction, reorganization, merger or similar transaction in which Texas Instruments is involved.

TI Tucson or Texas Instruments, may be unable to redeem the notes in the event of a fundamental change. If a fundamental change were to occur, neither Texas Instruments nor TI Tucson may have enough funds to pay the redemption price for all tendered notes. In addition, in certain situations, a fundamental change would result in an event of default under TI Tucson's existing credit facility. While TI Tucson's existing credit facility does not prohibit redemption of the notes, future credit agreements or other agreements relating to TI Tucson's or Texas Instruments' indebtedness may prohibit redemption of the notes, expressly prohibit the repurchase of the notes upon a fundamental change or may provide that a fundamental change constitutes an event of default under that agreement. If a fundamental change occurs at a time when TI Tucson and/or Texas Instruments may be prohibited from purchasing or redeeming notes, TI Tucson and/or Texas Instruments would seek the consent of their lenders to redeem the notes or would need to refinance this debt. If TI Tucson and/or Texas Instruments do not obtain a required consent, TI Tucson and/or Texas Instruments could not purchase or redeem the notes. TI Tucson's failure to redeem tendered notes would constitute an event of default under the indenture, which might constitute a default under the terms of TI Tucson's other indebtedness. In these circumstances, or if a fundamental change would constitute an event of default under TI Tucson's senior indebtedness, the subordination provisions of the indenture would restrict payments to the holders of notes.

SUBORDINATION OF NOTES

Payment on the notes will, to the extent provided in the indenture, be subordinated in right of payment to the prior payment in full of all of TI Tucson's senior indebtedness. The notes also are effectively subordinated to all debt and other liabilities, including trade payables and lease obligations, if any, of TI Tucson's subsidiaries.

Upon any distribution of TI Tucson's assets upon any dissolution, winding up, liquidation or reorganization, the payment of the principal of, or premium, if any, interest, and liquidated damages, if any, on the notes will be subordinated in right of payment to the prior payment in full in cash or other payment satisfactory to the holders of senior indebtedness of all senior indebtedness. In the event of any acceleration of the notes because of an event of default, the holders of any outstanding senior indebtedness would be entitled to payment in full in cash or other payment satisfactory to the holders of senior indebtedness of all senior indebtedness obligations before the holders of the notes are entitled to receive any payment or distribution. TI Tucson is required under the indenture to promptly notify holders of senior indebtedness if payment of the notes is accelerated because of an event of default.

TI Tucson may not make any payment on the notes if:

- a default in the payment of designated senior indebtedness occurs and is continuing beyond any applicable period of grace (called a "payment default"); or

- a default other than a payment default on any designated senior indebtedness occurs and is continuing that permits holders of designated senior indebtedness to accelerate its maturity, or in the case of any lease, a default occurs and is continuing that permits the lessor to either terminate the lease or require TI Tucson to make an irrevocable offer to terminate the lease following an event of default under the lease, and the trustee receives a notice of such default (called a "payment blockage notice") from TI Tucson or any other person permitted to give such notice under the indenture (called a "non-payment default").

TI Tucson may resume payments and distributions on the notes:

- in case of a payment default, upon the date on which such default is cured or waived or ceases to exist; and

- in case of a non-payment default, the earlier of the date on which such nonpayment default is cured or waived or ceases to exist or 179 days after the date on which the payment blockage notice is received, if the maturity of the designated senior indebtedness has not been accelerated, or in the case of any lease, 179 days after notice is received if TI Tucson has not received notice that the lessor under such lease has exercised its right to terminate the lease or require TI Tucson to make an irrevocable offer to terminate the lease following an event of default under the lease.

No new period of payment blockage may be commenced pursuant to a payment blockage notice unless 365 days have elapsed since the initial effectiveness of the immediately prior payment blockage notice. No non-payment default that existed or was continuing on the date of delivery of any payment blockage notice shall be the basis for any later payment blockage notice.

If the trustee or any holder of the notes receives any payment or distribution of TI Tucson's assets in contravention of the subordination provisions on the notes before all senior indebtedness is paid in full in cash or other payment satisfactory to holders of senior indebtedness then such payment or distribution will be held in trust for the benefit of holders of senior indebtedness or their representatives to the extent necessary to make payment in full in cash or payment satisfactory to the holders of senior indebtedness of all unpaid senior indebtedness.

In the event of TI Tucson's bankruptcy, dissolution or reorganization, holders of senior indebtedness may receive more, ratably, and holders of the notes may receive less, ratably, than TI Tucson's other creditors. This subordination will not prevent the occurrence of any event of default under the indenture.

The notes are exclusively the obligations of TI Tucson except as supported by Texas Instruments guarantee. A substantial portion of TI Tucson's operations are conducted through its subsidiaries. As a result, TI Tucson's cash flow and ability to service its debt, including the notes, is dependent upon the earnings of its subsidiaries. In addition, TI Tucson is dependent on the distribution of earnings, loans or other payments by its subsidiaries to it.

TI Tucson's subsidiaries are separate and distinct legal entities. TI Tucson's subsidiaries have no obligation to pay any amounts due on the notes. TI Tucson's subsidiaries are not required to provide TI Tucson with funds for its payment obligations, whether by dividends, distributions, loans or other payments. In addition, any payment of dividends, distributions, loans or advances by TI Tucson's subsidiaries to TI Tucson could be subject to statutory or contractual restrictions. Payments to TI Tucson by its subsidiaries will also be contingent upon its subsidiaries' earnings and business considerations.

TI Tucson's right to receive any assets of any of its subsidiaries upon their liquidation or reorganization, and therefore the right of the holders to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors. In addition, even if TI Tucson were a creditor to any of its subsidiaries, its rights as a creditor would be subordinate to any security interest in the assets of its subsidiaries and any indebtedness of its subsidiaries senior to that held by TI Tucson.

At August 24, 2000, TI Tucson had approximately $275 million of senior indebtedness outstanding, and TI Tucson together with its subsidiaries had $50 million of other debt and liabilities outstanding. Neither TI Tucson nor its subsidiaries are prohibited from incurring debt, including senior indebtedness, under the indenture. TI Tucson may from time to time incur additional debt, including senior indebtedness. TI Tucson's subsidiaries may also from time to time incur other additional debt and liabilities.

TI Tucson is obligated to pay reasonable compensation to the trustee and to indemnify the trustee against certain losses, liabilities or expenses incurred by the trustee in connection with its duties relating to the notes. The trustee's claims for these payments will generally be senior to those of noteholders in respect of all funds collected or held by the trustee.

THE GUARANTEE

TI Tucson's payment of the principal, premium, if any, and interest under the notes has been unconditionally guaranteed by Texas Instruments. The guarantee of Texas Instruments is an unsecured general obligation of Texas Instruments ranking junior to all senior indebtedness of Texas Instruments. At August 23, 2000, Texas Instruments had approximately $1,178 million of senior indebtedness outstanding, and Texas Instruments together with its subsidiaries had $78 million of other debt and liabilities outstanding. Neither Texas Instruments nor its subsidiaries are prohibited from incurring debt, including senior indebtedness under the indenture. Texas Instruments may from time to time incur additional debt, including senior indebtedness.

DEFINITIONS

"credit facility" means the Loan Agreement, dated January 31, 1996 between TI Tucson and Wells Fargo Bank, N.A., as amended.

"designated senior indebtedness" shall mean TI Tucson's obligations under any particular senior indebtedness that expressly provides that such senior indebtedness shall be "designated senior indebtedness" for purposes of the indenture, subject to provisions in the instruments or agreements governing such senior indebtedness that may place limitations and conditions on the right of senior indebtedness to exercise the rights of designated senior indebtedness.

"indebtedness" means:

(1) all indebtedness, obligations and other liabilities for borrowed money, including overdrafts, foreign exchange contracts, currency exchange agreements, interest rate protection agreements, and any loans or advances from banks, or evidenced by bonds, debentures, notes or similar instruments, other than

any account payable or other accrued current liability or obligation incurred in the ordinary course of business in connection with the obtaining of materials or services;

(2) obligations with respect to letters of credit, bank guarantees or bankers' acceptances;

(3) obligations in respect of leases required in conformity with generally accepted accounting principles to be accounted for as capitalized lease obligations on TI Tucson's balance sheet;

(4) all obligations and other liabilities under any lease or related document in connection with the lease of real property which provides that TI Tucson is contractually obligated to purchase or cause a third party to purchase the leased property and thereby guarantee a minimum residual value of the leased property to the lessor and TI Tucson's obligations under the lease or related document to purchase or to cause a third party to purchase the leased property;

(5) all obligations with respect to an interest rate or other swap, cap or collar agreement or foreign currency hedge, exchange or purchase agreement;

(6) all direct or indirect guarantees of TI Tucson's obligations or liabilities to purchase, acquire or otherwise assure a creditor against loss in respect of, indebtedness, obligations or liabilities of others of the type described in (1) through (5) above;

(7) any obligations described in (1) through (6) above secured by any mortgage, pledge, lien or other encumbrance existing on property which is owned or held by TI Tucson; and

(8) any amendments or modifications to (1) through (7) above.

"senior indebtedness" means the principal, premium, if any, interest, including any interest accruing after bankruptcy and rent or termination payment on or other amounts due on TI Tucson's current or future indebtedness, whether created, incurred, assumed, guaranteed or in effect guaranteed by TI Tucson, including any deferrals, renewals, extensions, refundings, amendments, modifications or supplements to the above. However, senior indebtedness does not include:

- indebtedness that expressly provides that it shall not be senior in right of payment to the notes or expressly provides that it is on the same basis or junior to the notes;

- TI Tucson's indebtedness to any of its majority-owned subsidiaries; and

- the notes.

EVENTS OF DEFAULT; NOTICE AND WAIVER

The following will be events of default under the indenture:

- failure to pay principal or premium, if any, upon redemption or otherwise on the notes, whether or not the payment is prohibited by subordination provisions;

- failure to pay interest and liquidated damages, if any, on the notes for 30 days, whether or not the payment is prohibited by subordination provisions of the indenture;

- TI Tucson or Texas Instruments fails to perform or observe any of the covenants in the indenture for 60 days after notice; or

- events involving TI Tucson's bankruptcy, insolvency or reorganization.

The trustee may withhold notice to the holders of the notes of any default, except defaults in payment of principal, premium, interest or liquidated damages, if any, on the notes. However, the trustee must consider it to be in the interest of the holders of the notes to withhold this notice.

If an event of default occurs and continues, the trustee or the holders of at least 25% in principal amount of the outstanding notes may declare the principal, premium, and accrued interest and liquidated damages, if any, on the outstanding notes to be immediately due and payable. In case of certain events of bankruptcy or insolvency involving TI Tucson, the principal, premium and accrued interest and liquidated damages, if any,

on the notes will automatically become due and payable. However, if TI Tucson cures all defaults, except the nonpayment of principal, premium, interest or liquidated damages, if any, that became due as a result of the acceleration, and meet certain other conditions, with certain exceptions, this declaration may be canceled and the holder of a majority of the principal amount of outstanding notes may waive these past defaults. Payments of principal, premium, or interest on the notes that are not made when due will accrue interest at the annual rate of 4 1/4% from the required payment date.

The holders of a majority of outstanding notes will have the right to direct the time, method and place of any proceedings for any remedy available to the trustee, subject to limitations specified in the indenture.

No holder of the notes may pursue any remedy under the indenture, except in the case of a default in the payment of principal, premium or interest on the notes, unless:

- the holder has given the trustee written notice of an event of default;

- the holders of at least 25% in principal amount of outstanding notes make a written request, and offer reasonable indemnity, to the trustee to pursue the remedy;

- the trustee does not receive an inconsistent direction from the holders of a majority in principal amount of the notes; and

- the trustee fails to comply with the request within 60 days after receipt.

MODIFICATION OF THE INDENTURE

The consent of the holders of a majority in principal amount of the outstanding notes is required to modify or amend the indenture. However, a modification or amendment requires the consent of the holder of each outstanding note if it would:

- extend the fixed maturity of any note;

- reduce the rate or extend the time for payment of interest of any note;

- reduce the principal amount or premium of any note;

- reduce any amount payable upon redemption of any note;

- adversely change TI Tucson's obligation to redeem any note upon a fundamental change;

- impair the right of a holder to institute suit for payment on any note;

- change the currency in which any note is payable;

- impair the right of a holder to convert any note;

- adversely modify the subordination provisions of the indenture; or

- reduce the percentage of notes required for consent to any modification of the indenture.

TI Tucson and Texas Instruments are permitted to modify certain provisions of the indenture without the consent of the holders of the notes.

INFORMATION CONCERNING THE TRUSTEE

TI Tucson has appointed United States Trust Company of New York, N.A., the trustee under the indenture, as paying agent, conversion agent, note registrar and custodian for the notes. The trustee or its affiliates may provide banking and other services to TI Tucson in the ordinary course of their business.

The indenture contains certain limitations on the rights of the trustee, as long as it or any of its affiliates remains TI Tucson's creditors, to obtain payment of claims in certain cases or to realize on certain property received on any claim as security or otherwise. The trustee and its affiliates will be permitted to engage in other transactions with TI Tucson. However, if the trustee or any affiliate continues to have any conflicting interest and a default occurs with respect to the notes, the trustee must eliminate such conflict or resign.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following general discussion summarizes certain material United States federal income tax aspects of the acquisition, ownership and disposition of the notes and the Texas Instruments common stock issuable upon conversion of the notes. This discussion is a summary for general information only and does not consider all aspects of United States federal income taxation that may be relevant to the acquisition, ownership and disposition of such notes or Texas Instruments common stock by a prospective investor in light of his, her or its personal circumstances. This discussion also does not address the United States federal income tax consequences of ownership of notes or Texas Instruments common stock not held as capital assets within the meaning of Section 1221 of the United States Internal Revenue Code of 1986, as amended, or the United States federal income tax consequences to investors subject to special treatment under the federal income tax laws, such as dealers in securities or foreign currency, tax-exempt entities, banks, thrifts, insurance companies, persons that hold the notes as part of a "straddle," as part of a "hedge" against currency risk, or as part of a "conversion transaction," persons that have a "functional currency" other than the U.S. dollar, and investors in pass-through entities that hold the notes or Texas Instruments common stock. In addition, this discussion does not describe any tax consequences arising out of the tax laws of any state, local or foreign jurisdiction, or, except to a limited extent under the caption "Non-U.S. Holders," any possible applicability of United States federal gift or estate tax.

This summary is based upon the Code, existing and proposed regulations thereunder, and current administrative rulings and court decisions, all as in effect on the date of this registration statement. All of the foregoing are subject to change, possibly on a retroactive basis, and any such change could affect the continuing validity of this discussion.

PERSONS CONSIDERING THE PURCHASE OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE APPLICATION OF U.S. FEDERAL INCOME TAX LAWS, AS WELL AS THE LAW OF ANY STATE, LOCAL OR FOREIGN TAXING JURISDICTION, TO THEIR PARTICULAR SITUATIONS.

U.S. HOLDERS

The following discussion is limited to the United States federal income tax consequences to a holder of a note or Texas Instruments common stock that is:

- a citizen or resident of the United States, including an alien resident who is a lawful permanent resident of the United States or meets the "substantial presence" test under Section 7701(b) of the Code;

- a corporation created or organized in the United States or under the laws of the United States or any political subdivision thereof;

- an estate whose income is includible in gross income for United States federal income tax purposes regardless of its source; or

- a trust, if a United States court is able to exercise primary supervision over administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust (each a "U.S. Holder").

Stated Interest. Interest on a note will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with such holder's method of accounting for United States federal income tax purposes.

Texas Instruments' and TI Tucson's failure to cause to be declared effective this shelf registration statement may result in the payment of predetermined liquidated damages. In addition, a holder may require us to redeem any and all of its notes in the event of a fundamental change. We intend to treat the possibility that we will pay such liquidated damages as subject to either a remote or incidental contingency, within the meaning of applicable Treasury regulations. Similarly, we believe that the occurrence of a "fundamental change" is remote or incidental, within the meaning of the Treasury regulations. In the event either contingency occurs and assuming that the possibility that we will pay such additional amounts is remote or

incidental, any such amount will be taxable to U.S. Holders at the time it accrues or is received in accordance with such holder's method of accounting.

Market Discount. "Market discount" is defined generally as the excess, subject to a de minimis exception, of the stated redemption price at maturity of a debt obligation over the tax basis of the debt obligation in the hands of the holder immediately after its acquisition. Generally, gain recognized on the disposition of the notes will be treated as ordinary interest income, and not capital gain, to the extent of any accrued market discount on such note at the time of such disposition. A U.S. Holder of notes having market discount above a de minimis amount may be required to defer the deduction of all or a portion of any interest expense on any indebtedness incurred or maintained to purchase or carry the notes. A U.S. Holder of the notes having accrued market discount may elect to include the market discount in income as it accrues, either on a straight-line basis or on a constant interest rate basis, which also increases the holder's adjusted tax basis in the notes by the accrual, thereby reducing gain, or increasing loss, recognized upon such holder's disposition of the notes. If a U.S. Holder of the notes elects to include market discount in income as it accrues, the rules discussed above with respect to ordinary income recognition resulting from the disposition of the notes and to deferral of interest deductions would not apply. This election would apply to all market discount obligations acquired by the electing holder on or after the first day of the first taxable year to which the election applies and could be revoked only with the consent of the IRS.

Bond Premium. If a U.S. Holder's adjusted tax basis in the notes immediately after the acquisition of such notes exceeds the note's stated redemption price at maturity, the excess being the "Bond Premium," then such U.S. Holder may elect to amortize the Bond Premium over the period from the acquisition date of the notes to their maturity date, in which case the amount of interest required to be included in income each year in respect of such notes will be reduced by the amount of the amortizable Bond Premium allocable to such year, based on the note's yield to maturity. A U.S. Holder of the notes who elects to amortize Bond Premium must reduce his or her adjusted tax basis in such notes by the amount of the allowable amortization. An election to amortize Bond Premium would apply to amortizable Bond Premium on all bonds the interest on which is includable in gross income held at or acquired after the beginning of the U.S. Holder's taxable year for which the election is made, and may be revoked only with the consent of the IRS.

Sale, Exchange or Redemption of the Notes. Subject to the market discount rules described above, unless a non-recognition provision applies, upon the disposition of a note by sale, exchange or redemption, a U.S. Holder generally will recognize gain or loss equal to the difference between the amount realized on the disposition, other than amounts attributable to accrued interest not yet taken into income, and the U.S. Holder's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in a note generally will equal the cost of the note, net of accrued interest, to the U.S. Holder and is increased by the amount of market discount included in the U.S. Holder's income and is decreased by the amount of allowable bond premium amortization.

Such gain or loss generally will constitute capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the note for longer than one year.

Conversion of the Notes. In general, while the tax law ordinarily permits non-recognition upon the conversion of a convertible debt security into the stock of the issuer thereof, gain or loss ordinarily must be recognized upon the conversion of a security into stock of another corporation. Consequently, unless Texas Instruments, which is a guarantor of the notes, is treated for these purposes as an obligor under the notes, a conversion of the notes into Texas Instruments common stock should result in the recognition of gain or loss.

Subject to the market discount rules described above, a U.S. Holder would recognize capital gain or loss upon such a conversion, measured by the difference between the U.S. Holder's adjusted tax basis in the notes and the fair market value of the Texas Instruments common stock received in exchange therefor, other than Texas Instruments common stock attributable to accrued interest on the notes, if any, which will constitute ordinary income. A U.S. Holder's basis in the Texas Instruments common stock received will equal its fair market value and the holding period of the Texas Instruments common stock received upon conversion will begin on the date after it is received.

Cash received in lieu of a fractional share of Texas Instruments common stock should be treated as payment in exchange for such fractional share. Subject to the discussion under "Market Discount" and "Conversion of the Notes" above, gain or loss recognized on the receipt of cash paid in lieu of a fractional share should be capital gain or loss and will equal the difference between the amount of cash received and the amount of tax basis allocable to the fractional share. Assuming the conversion is, as discussed above, a recognition event, such capital gain or loss would be short-term.

Dividends. Distributions paid on shares of Texas Instruments common stock will constitute dividends for U.S. federal income tax purposes to the extent of Texas Instruments' current or accumulated earnings and profits, and will be includable in the income of a U.S. Holder as ordinary income. Dividends paid to U.S. Holders that are corporations may qualify for the dividends-received-deduction.

To the extent, if any, that a U.S. Holder receives a distribution on shares of Texas Instruments common stock that would otherwise constitute a dividend for United States federal income tax purposes but that exceeds current and accumulated earnings and profits of Texas Instruments, such distribution will be treated first as a non-taxable return of capital reducing the U.S. Holder's adjusted tax basis in the shares of Texas Instruments common stock. Any such distribution in excess of the U.S. Holder's adjusted tax basis in the shares of Texas Instruments common stock will be treated as capital gain.

Constructive Distributions. If at any time Texas Instruments makes a distribution of cash or property to its stockholders or purchases Texas Instruments common stock and such distribution or purchase would be a taxable distribution to such stockholders for United States federal income tax purposes and, pursuant to the anti-dilution provisions of the indenture, the conversion rate of the notes is increased, or the conversion rate of the notes is increased at the discretion of Texas Instruments, such increase in conversion rate may be deemed to be the payment of a taxable distribution to U.S. Holders of notes. Such a deemed distribution will be taxable as a dividend, return of capital, or capital gain in accordance with the earnings and profits rules discussed above under the heading "Dividends." U.S. Holders of notes could therefore have taxable income as a result of an event pursuant to which they received no cash or property.

Sale or Exchange of Common Stock. Subject to the market discount rules described above, upon the sale or exchange of Texas Instruments common stock, a U.S. Holder will generally recognize capital gain or loss equal to the difference between the amount of cash and the fair market value of any property received upon the sale or exchange and such U.S. Holder's adjusted tax basis in the Texas Instruments common stock. Such capital gain or loss will be long-term if the U.S. Holder's holding period in the Texas Instruments common stock is longer than one year at the time of the sale or exchange.

A U.S. Holder's basis and holding period in the Texas Instruments common stock received upon conversion of the notes are determined as discussed above under the heading "Conversion of the Notes."

Backup Withholding. A U.S. Holder of notes may be subject, under certain circumstances, to backup withholding at a rate of 31% with respect to payments of interest or dividends on, and gross proceeds from a sale or other disposition of, the notes or Texas Instruments common stock, respectively. These backup withholding rules apply if the U.S. Holder, among other things:

- fails to furnish a social security number or other taxpayer identification number, or TIN, certified under penalties of perjury within a reasonable time after the request therefor;

- furnishes an incorrect TIN;

- fails to properly report interest; or

- under certain circumstances, fails to provide a certified statement, signed under penalties of perjury, that the TIN furnished is the correct number and that such U.S. Holder is not subject to backup withholding.

A U.S. Holder who does not provide his or its correct taxpayer identification number may be subject to penalties imposed by the IRS. Any amount paid as backup withholding is creditable against the U.S. Holder's federal income tax liability, provided the requisite information is provided to the IRS. Certain persons are

exempt from backup withholding, including corporations and tax-exempt entities, provided their exemption from backup withholding is properly established. Holders should consult their tax advisors as to their qualifications for exemption from withholding and the procedure for obtaining such exemption.

We will report to the holders and the IRS the amount of any "reportable payments" made by us and any amount withheld with respect to the notes or Texas Instruments common stock during the calendar year.

NON-U.S. HOLDERS

The following discussion is limited to the United States federal income and estate tax consequences to a holder of a note or Texas Instruments common stock that is an individual, corporation, estate or trust other than a U.S. Holder (a "Non-U.S. Holder"). For purposes of the withholding tax on interest, a non-resident alien or non-resident fiduciary of an estate or trust will be considered to be a Non-U.S. Holder.

For purposes of the discussion below, interest, dividends, and gain on the sale, exchange or other disposition of notes or Texas Instruments common stock will be considered to be "U.S. trade or business income" if such income or gain is:

- effectively connected with the conduct of a U.S. trade or business or

- in the case of a treaty resident, attributable to a U.S. permanent establishment, or, in the case of an individual, a fixed base, in the United States.

Stated Interest and Liquidated Damages. Generally, interest, including liquidated damages, paid to a Non-U.S. Holder of a note will not be subject to United States federal income or withholding tax if such interest is not U.S. trade or business income and is "portfolio interest." Generally, interest on the notes will qualify as portfolio interest if the Non-U.S. Holder:

- does not actually or constructively own 10% or more of the total combined voting power of all classes of Texas Instruments or TI Tucson stock;

- is not a controlled foreign corporation with respect to which either Texas Instruments or TI Tucson is a "related person" within the meaning of the Code; and

- certifies, under penalties of perjury, that such holder is not a U.S. person and provides such holder's name and address.

The gross amount of payments of interest that do not qualify for the portfolio interest exception and that are not U.S. trade or business income will be subject to United States withholding tax at a rate of 30% unless a treaty applies to reduce or eliminate withholding. U.S. trade or business income will be taxed at regular graduated U.S. rates rather than the 30% gross rate. In the case of a Non-U.S. Holder that is a corporation, such U.S. trade or business income also may be subject to the branch profits tax. To claim an exemption from withholding, or to claim the benefits of a treaty, a Non-U.S. Holder must provide a properly executed Form 1001 or 4224, or such successor forms as the IRS designates including a Form W-8BEN or W-8ECI, as applicable prior to the payment of interest. These forms must be periodically updated. Under regulations not yet in effect, a Non-U.S. Holder who is claiming the benefits of a treaty may be required, in certain instances, to obtain a U.S. taxpayer identification number and to provide certain documentary evidence issued by foreign governmental authorities to prove residence in the foreign country. Also, under these regulations special procedures are provided for payments through qualified intermediaries.

Sale, Exchange or Redemption or Notes. Except as described below and subject to the discussion concerning backup withholding, any gain realized by a Non-U.S. Holder on the sale, exchange or redemption of a note generally will not be subject to United States federal income tax, unless:

- such gain is U.S. trade or business income;

- subject to certain exceptions, the Non-U.S. Holder is an individual who holds the note as a capital asset and is present in the United States for 183 days or more in the taxable year of the disposition; or

- the Non-U.S. Holder is subject to tax pursuant to the provisions of United States tax law applicable to certain U.S. expatriates (including certain former citizens or residents of the United States).

Conversion of the Notes

As described above under the heading "U.S. Holders -- Conversion of the Notes," assuming Texas Instruments is not treated for these purposes as an obligor under the notes the conversion of the notes should be treated as a taxable event for United States federal income tax purposes. If the conversion is taxable for United States federal income tax purposes, any gain realized would be taxed to Non-U.S. Holders as provided under the heading "Non-U.S. Holders -- Sale, Exchange or Redemption of Notes".

Dividends

In general, dividends paid to a Non-U.S. Holder of Texas Instruments common stock will be subject to withholding of United States federal income tax at a 30% rate unless such rate is reduced by an applicable tax treaty. Dividends that are U.S. trade or business income, are generally subject to U.S. federal income tax on a net basis at regular income tax rates, and are not generally subject to the 30% withholding tax if the Non-U.S. Holder provides the appropriate form to the payor. Any U.S. trade or business income received by a Non-U.S. Holder that is a corporation may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be applicable under a tax treaty. Dividends paid to an address in a foreign country generally are presumed (absent actual knowledge to the contrary) to be paid to a resident of such country for purposes of the withholding discussed above and for purposes of determining the applicability of a tax treaty rate. Under United States Treasury Regulations generally effective after December 31, 2000, a Non-U.S. Holder of Texas Instruments common stock who wishes to claim the benefit of an applicable treaty rate would be required to satisfy certain certification and other requirements, which would include the requirement that the Non-U.S. Holder file a form containing the holder's name and address and may require the Non-U.S. Holder to provide certain documentary evidence issued by foreign governmental authorities as proof of residence in the foreign country.

A Non-U.S. Holder of Texas Instruments common stock that is eligible for a reduced rate of U.S. withholding tax pursuant to a tax treaty may obtain a refund of any excess amounts currently withheld by filing an appropriate claim for a refund with the IRS.

Sale or Exchange of Common Stock

Except as described below and subject to the discussion concerning backup withholding, any gain realized by a Non-U.S. Holder on the sale or exchange of Texas Instruments common stock generally will not be subject to U.S. federal income tax, unless

- such gain is U.S. trade or business income,

- subject to certain exceptions, the Non-U.S. Holder is an individual who holds the Texas Instruments common stock as a capital asset, is present in the United States for 183 days or more during the taxable year of the disposition, and certain other conditions are present,

- the Non-U.S. Holder is subject to tax pursuant to the provisions of United States tax law applicable to certain U.S. expatriates (including certain former citizens or residents of the United States) and

- Texas Instruments is or has been a "United States real property holding corporation" (a "USRPHC") for federal income tax purposes and such Non-U.S. Holder has held, directly or constructively, more than 5% of the outstanding Texas Instruments common stock within the five-year period ending on the date of the sale or exchange. Texas Instruments believes that it has not been, is not currently, and is not likely to become, a USRPHC. However, no assurance can be given that Texas Instruments will not be a USRPHC when a Non-U.S. Holder sells its shares of Texas Instruments common stock.

Federal Estate Tax. Notes held (or treated as held) by an individual who is a Non-U.S. Holder at the time of his or her death will not be subject to United States federal estate tax, provided that the individual

does not actually or constructively own 10% or more of the total voting power of the voting stock of Texas Instruments or TI Tucson and income on the notes was not U.S. trade or business income.

Texas Instruments common stock owned or treated as owned by an individual who is not a citizen or resident of the United States for United States federal estate tax purposes will be included in such individual's gross estate for United States federal estate tax purposes unless an applicable estate tax treaty otherwise provides.

Information Reporting and Backup Withholding. Texas Instruments and TI Tucson must report annually to the IRS and to each Non-U.S. Holder any interest or dividends that are paid to the Non-U.S. Holder. Copies of these information returns also may be made available under the provisions of a specific treaty or other agreement to the tax authorities of the country in which the Non-U.S. Holder resides.

Treasury regulations provide that the 31% backup withholding tax and certain information reporting will not apply to such payments of interest and dividends with respect to which either the requisite certification, as described above, has been received or an exemption otherwise has been established, provided that neither we nor our paying agent have actual knowledge that the holder is a U.S. person or that the conditions of any other exemption are not, in fact, satisfied.

The payment of the proceeds from the disposition of the notes or Texas Instruments common stock to or through the United States office of any broker, United States or foreign, will be subject to information reporting and possible backup withholding unless the owner certifies as to its non-U.S. status under penalties of perjury or otherwise establishes an exemption, provided that the broker does not have actual knowledge that the holder is a United States person or that the conditions of any other exemption are not, in fact, satisfied. The payment of the proceeds from the disposition of the notes or Texas Instruments common stock to or through a non-U.S. office of a non-U.S. broker will not be subject to information reporting or backup withholding unless the non-U.S. broker has certain types of relationships with the United States (a "U.S. related person"). In the case of the payment of the proceeds from the disposition of the notes or Texas instruments common stock to or through a non-U.S. office of a broker that is either a U.S. person or a U.S. related person, the Treasury regulations require information reporting (but not back-up withholding) on the payment unless the broker has documentary evidence in its files that the owner is a Non-U.S. Holder and the broker has no knowledge to the contrary.

The Treasury Department recently promulgated final regulations regarding the withholding and information reporting rules discussed above. In general, the final regulations do not significantly alter the substantive withholding and information reporting requirements, but rather unify current certification procedures and forms and clarify standards. The final regulations generally are effective for payments made after December 31, 2000, subject to certain transition rules. Non-U.S. Holders should consult their own tax advisors with respect to the impact, if any, of the new final regulations.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against the Non-U.S. Holder's United States federal income tax liability, provided that the required information is provided to the IRS.

THE PRECEDING DISCUSSION OF THE MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, YOU SHOULD CONSULT YOUR OWN TAX ADVISOR AS TO PARTICULAR TAX CONSEQUENCES TO YOU OF PURCHASING, HOLDING AND DISPOSING OF NOTES OR TEXAS INSTRUMENTS COMMON STOCK, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR FOREIGN TAX LAWS, AND OF ANY PROPOSED CHANGES IN APPLICABLE LAW.

SELLING SECURITYHOLDERS

TI Tucson originally issued the notes in a private placement in February 2000. Selling securityholders may offer and sell the notes and the underlying Texas Instruments common stock pursuant to this prospectus.

The following table contains information with respect to the selling securityholders and the principal amount of notes and the underlying Texas Instruments common stock beneficially owned by each selling security holder that may be offered using this prospectus.

NAME	PRINCIPAL AMOUNT AT MATURITY OF NOTES BENEFICIALLY OWNED THAT MAY BE SOLD	PERCENTAGE OF NOTES OUTSTANDING	SHARES OF COMMON STOCK THAT MAY BE SOLD(1)	PERCENTAGE OF COMMON STOCK OUTSTANDING(2)
AAM/Zazove Institutional Income Fund L.P.	$ 550,000	*	12,373	*
ABN Amro Incorporated	400,000	*	8,999	*
Allstate Insurance Company	1,200,000	*	26,997	*
Arpeggio Fund	3,100,000	1.2	69,741	*
BBT Fund	6,000,000	2.4	134,983	*
Black Diamond Offshore Ltd	756,000	*	17,008	*
BNP Arbitrage SNC	500,000	*	11,249	*
British Virgin Island Social Security Board	40,000	*	900	*
Bear, Stearns & Co.	3,375,000	1.3	75,928	*
CIBC World Markets Intern'tl Arbitrage Corp	3,000,000	1.2	67,492	*
City University of New York	99,000	*	2,227	*
David Lipscomb University General Endowment	155,000	*	3,487	*
Deutsche Bank Securities	1,684,000	*	37,885	*
1976 Distribution Trust FBO Jane A. Lauder	20,000	*	450	*
1976 Distribution Trust FBO J. A.	20,000	*	450	*
Lauder/Zinterhofer Double Black Diamond Offshore, LDC	2,608,000	1.0	58,673	*
EQAT Alliance Growth and Income Account	4,155,000	1.6	93,476	*
EQAT Alliance Growth Investors	2,230,000	*	50,169	*
Equitable Life Assurance Separate Acct -- Balanced	110,000	*	2,475	*
Equitable Life Assurance Separate Acct -- Convertibles	2,535,000	1.0	57,030	*
Fidelity Financial Trust	3,500,000	1.4	78,740	*
First Union Securities Inc	3,450,000	1.3	77,615	*

NAME	PRINCIPAL AMOUNT AT MATURITY OF NOTES BENEFICIALLY OWNED THAT MAY BE SOLD	PERCENTAGE OF NOTES OUTSTANDING	SHARES OF COMMON STOCK THAT MAY BE SOLD(1)	PERCENTAGE OF COMMON STOCK OUTSTANDING(2)
Fleetboston Robertson Stephens, Inc.............	$13,197,000	5.2	296,895	*
Highbridge International LLC........................	2,000,000	*	44,994	*
Goldman Sachs and Company....	250,000	*	5,624	*
GPZ Trading LLC.............	1,500,000	*	33,746	*
The Grable Foundation........	148,000	*	3,330	*
Grace Brothers Ltd...........	1,750,000	*	39,370	*
Grady Hospital Foundation....	154,000	*	3,465	*
Gryphon Domestic III, L.L.C......................	9,500,000	3.8	213,723	*
Independence Blue Cross......	145,000	*	3,262	*
Investcorp-Sam Fund Limited....................	9,700,000	3.8	218,223	*
Kentfield Trading Ltd........	8,051,000	3.2	181,125	*
Lipper Convertibles, L.P.....	13,000,000	5.2	292,463	*
Lipper Convertibles Series II, L.P....................	1,000,000	*	22,497	*
Lipper Offshore Convertibles, L.P........................	1,500,000	*	33,746	*
Lipper Offshore Convertibles, L.P. #2....................	1,000,000	*	22,497	*
Local Initiatives Support Corporation................	64,000	*	1,440	*
Mainstay Convertible Fund....	3,000,000	1.2	67,492	*
Mainstay VP Convertible Fund.......................	1,500,000	*	33,746	*
Memphis Light, Gas & Water Retirement Fund............	1,415,000	*	31,834	*
Merrill Lynch Insurance Group......................	362,000	*	8,144	*
Morgan Stanley Dean Witter Conv. Securities Trust.....	2,000,000	*	44,994	*
Morgan Stanley & Co..........	15,000,000	6.0	337,458	*
Museum of Fine Arts, Boston.....................	30,000	*	675	*
New Orleans Firefighters Pension/Relief Fund........	158,000	*	3,555	*
Nomura Securities International, Inc.........	3,000,000	1.2	67,492	*
Occidental Petroleum Corporation................	273,000	*	6,142	*
Ohio Bureau of Workers Compensation...............	186,000	*	4,184	*
Paloma Securities L.L.C......	5,000,000	2.0	112,486	*

NAME	PRINCIPAL AMOUNT AT MATURITY OF NOTES BENEFICIALLY OWNED THAT MAY BE SOLD	PERCENTAGE OF NOTES OUTSTANDING	SHARES OF COMMON STOCK THAT MAY BE SOLD(1)	PERCENTAGE OF COMMON STOCK OUTSTANDING(2)
Parker-Hannifin Corporation................	$ 40,000	*	900	*
Pell Rudman Trust Company....	1,615,000	*	36,333	*
Promutual....................	90,000	*	2,025	*
Putnam Convertible Income Growth Trust...............	1,709,000	*	38,448	*
Putnam Balanced Retirement Fund.......................	50,000	*	1,125	*
Putman Convertible Opportunities & Income Trust......................	70,000	*	1,575	*
Putnam Asset Allocation Fds-Balanced Portfolio.........	180,000	*	4,049	*
Putnam Asset Allocation Fds.Conservative Portfolio..................	60,000	*	1,350	*
Rhapsody Fund, L.P...........	6,100,000	2.4	137,233	*
San Diego County Employee Retirement Assoc...........	2,030,000	*	45,669	*
Shell Pension Trust..........	387,000	*	8,706	*
St. Thomas Trading, Ltd......	319,000	*	7,177	*
State of Maryland Retirement System.....................	3,533,000	1.4	79,483	*
TCW Group, Inc...............	14,090,000	5.6	316,985	*
Teachers Insur. Annuity Assoc. of America..........	5,000,000	2.0	112,486	*
The Frist Foundation.........	395,000	*	8,886	*
UBS AG London Branch.........	7,000,000	2.8	157,480	*
University of Rochester......	20,000	*	450	*
White River Securities LLC...	3,375,000	1.3	75,928	*
Worldwide Transactions, LTD........................	136,000	*	3,060	*
Zurich HFR Master Hedge Fund Index, LTD................	120,000	*	2,700	*
Any other holder of notes or future Transferee, Pledgee, Donor or Successor of any Holder(3)(4)...............	69,311,000	27.7	1,559,303	*

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* Less than 1%

(1) Assumes conversion of all of the holder's notes at a conversion price of $44.45 per share of Texas Instruments common stock. However, this conversion price will be subject to adjustment as described under "Description of Notes -- Conversion of Notes." As a result, the amount of Texas Instruments common stock issuable upon conversion of the notes may decrease in the future.

(2) Calculated based on Rule 13d-3(d)(i) of the Exchange Act using 1,642,221,962 shares of Texas Instruments common stock outstanding as of August 23, 2000. Assumes the number of shares of Texas Instruments common stock issuable upon conversion of all of that particular holder's notes are outstanding. However, this does not include the conversion of any other holder's notes.

(3) Information about other selling securityholders will be set forth in prospectus supplements, if required.

(4) Assumes that the other holders, or any future transferees, pledgees, donees or successors of or from any such other holders of notes, do not beneficially own Texas Instruments common stock other than the Texas Instruments common stock issuable upon conversion of the note at the initial conversion rate.

Texas Instruments and TI Tucson prepared this table based on the information supplied to them by the selling securityholders named in the table.

The selling securityholders listed in the above table may have sold or transferred, in transactions exempt from the registration requirements of the Securities Act, some or all of their notes since the date on which the information in the above table is presented. Information about the selling securityholders may change over time. Any change in this information will be set forth in prospectus supplements, if required.

Because the selling securityholders may offer all or some of their notes or the underlying Texas Instruments common stock from time to time, neither Texas Instruments nor TI Tucson estimate the amount of the notes or underlying Texas Instruments common stock that will be held by the selling securityholders upon the termination of any particular offering. See "Plan of Distribution."

PLAN OF DISTRIBUTION

Neither Texas Instruments nor TI Tucson will receive any of the proceeds of the sale of the notes and the underlying Texas Instruments common stock offered by this prospectus. The notes and the underlying Texas Instruments common stock may be sold from time to time to purchasers:

- directly by the selling securityholders;

- through underwriters, broker-dealers or agents who may receive compensation in the form of discounts, concessions or commissions from the selling securityholders or the purchasers of the notes and the underlying Texas Instruments common stock.

The selling securityholders and any broker-dealers or agents who participate in the distribution of the notes and the underlying Texas Instruments common stock may be deemed to be "underwriters." As a result, any profits on the sale of the notes and underlying Texas Instruments common stock by selling securityholders and any discounts, commissions or concessions received by any broker-dealers or agents might be deemed to be underwriting discounts and commissions under the Securities Act. If the selling securityholders were to be deemed underwriters, the selling securityholders may be subject to statutory liabilities of, including, but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Exchange Act.

If the notes and underlying Texas Instruments common stock are sold through underwriters or broker-dealers, the selling securityholders will be responsible for underwriting discounts or commissions or agent's commissions.

The notes and underlying Texas Instruments common stock may be sold in one or more transactions at:

- fixed prices;

- prevailing market prices at the time of sale;

- varying prices determined at the time of sale; or

- negotiated prices.

These sales may be effected in transactions:

- on any national securities exchange or quotation service on which the notes and underlying Texas Instruments common stock may be listed or quoted at the time of the sale, including the NYSE in the case of the Texas Instruments common stock;

- in the over-the-counter market;

- in transactions otherwise than on such exchanges or services or in the over-the-counter market;

- through the writing of options; or

- through the distribution by a selling securityholder to its partners, members, or shareholders.

These transactions may include block transactions or crosses. Crosses are transactions in which the same broker acts as an agent on both sides of the trade.

In connection with sales of the notes and underlying Texas Instruments common stock or otherwise, the selling securityholders may enter into hedging transactions with broker-dealers. These broker-dealers may in turn engage in short sales of the notes and underlying Texas Instruments common stock in the course of hedging their positions. The selling securityholders may also sell the notes and underlying Texas Instruments common stock short and deliver notes and underlying Texas Instruments common stock to close out short positions, or loan or pledge notes and underlying Texas Instruments common stock to broker-dealers that in turn may sell the notes and underlying Texas Instruments common stock.

To Texas Instruments' and TI Tucson's knowledge, there are currently no plans, arrangement or understandings between any selling securityholders and any underwriter, broker-dealer or agent regarding the sale of the notes and the underlying Texas Instruments common stock by the selling securityholders. In

addition, neither Texas Instruments nor TI Tucson can assure you that any selling securityholder will not transfer, devise or gift the notes and the underlying Texas Instruments common stock by other means not described in this prospectus.

Texas Instruments common stock trades on the NYSE under the symbol "TXN." Neither Texas Instruments nor TI Tucson intend to apply for listing of the notes on any securities exchange or for quotation through NYSE. Accordingly, no assurance can be given as to the development of liquidity or any trading market for the notes.

There can be no assurance that any selling securityholder will sell any or all of the notes or underlying Texas Instruments common stock pursuant to this prospectus. In addition, any notes or underlying Texas Instruments common stock covered by this prospectus that qualify for sale pursuant to Rule 144 or Rule 144A of the Securities Act may be sold under Rule 144 or Rule 144A rather than pursuant to this prospectus.

The selling securityholders and any other person participating in such distribution will be subject to the Exchange Act. The rules under that Act include, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the notes and the underlying Texas Instruments common stock by the selling securityholders and any other such person. In addition, Regulation M may restrict the ability of any person engaged in the distribution of the notes and the underlying Texas Instruments common stock to engage in market-making activities with respect to the particular notes and the underlying Texas Instruments common stock being distributed for a period of up to five business days prior to the commencement of such distribution. This may affect the marketability of the notes and the underlying Texas Instruments common stock and the ability of any person or entity to engage in market-making activities with respect to the notes and the underlying Texas Instruments common stock.

Pursuant to the registration rights agreement filed as an exhibit to this registration statement, Texas Instruments, TI Tucson and the selling securityholders will be indemnified by the other against certain liabilities, including certain liabilities under the Securities Act, or will be entitled to contribution in connection with these liabilities.

TI Tucson has agreed to pay substantially all of the expenses incidental to the registration, offering and sale of the notes and underlying Texas Instruments common stock to the public other than commissions, fees and discounts of underwriters, brokers, dealers and agents.

LEGAL MATTERS

The validity of the securities offered by this prospectus and certain United States federal income tax consequences of these securities will be passed upon by Weil, Gotshal & Manges LLP.

EXPERTS

The consolidated financial statements of Texas Instruments for the year ended December 31, 1999, appearing in its proxy statement for the 2000 annual meeting of stockholders and incorporated by reference in its annual report on Form 10-K for the year ended December 31, 1999, and the related financial statement schedule, as amended, included in Form 10-K/A, have been audited by Ernst & Young LLP, independent auditors, as set forth in their reports thereon incorporated by reference and included therein and incorporated by reference in this prospectus. The consolidated financial statements (and related financial statement schedule) of TI Tucson appearing in its annual report on Form 10-K for the year ended December 31, 1999 have been audited by Ernst & Young LLP, independent auditors, as set forth in their reports thereon included therein and incorporated by reference in this prospectus. These financial statements are incorporated by reference in this prospectus in reliance on the reports of Ernst & Young LLP given on the authority of such firm as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The aggregate estimated (other than the registration fee) expenses to be paid by TI Tucson and Texas Instruments in connection with this offering are as follows:

Securities and Exchange Commission Registration Fee.........	$ 0(1)
NYSE Additional Share Listing Fee...........................	1,500
Printing Expenses...	15,000
Legal Fees and Expenses.....................................	75,000
Accounting Fees...	18,000
Miscellaneous Expenses......................................	5,000
TOTAL...	114,500

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(1) Previously paid pursuant to Rule 429 of the Securities Act.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The General Corporation Law of the State of Delaware, at Section 145, provides, in pertinent part, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as the director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. In addition, the indemnification of expenses, including attorneys' fees, is allowed in derivative actions, except no indemnification is allowed in respect to any claim, issue or matter as to which any such person has been adjudged to be liable to the corporation, unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought decides that indemnification is proper. To the extent that any such person succeeds on the merits or otherwise, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith. The determination that the person to be indemnified met the applicable standard of conduct, if not made by a court, is made by the directors of the corporation by a majority vote of the directors not party to such an action, suit or proceeding even though less than a quorum, by a committee of such directors designated by majority vote of such directors even though less than a quorum, or, if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or by the stockholders. Expenses may be paid in advance upon the receipt, in the case of officers and directors, of undertakings to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the corporation as authorized in this section. A corporation may purchase indemnity insurance.

The above described indemnification and advancement of expenses, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of such person's heirs, executors and administrators. Article VI, Section 2 of the Texas Instruments' Bylaws and Article Tenth of TI Tucson's Amended and Restated Certificate of Incorporation provide that Texas Instruments and TI Tucson shall indemnify their officers and directors for such expenses,

judgments, fines and amounts paid in settlement to the full extent permitted by the laws of the State of Delaware. Section 102(b)(7) of the General Corporation Law of the State of Delaware, as amended, permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability.

- for any breach of the director's duty of loyalty to the corporation or its stockholders,

- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,

- under Section 174 of the General Corporation Law of the State of Delaware, or

- for any transaction from which the director derived an improper personal benefit.

Article Seventh of Texas Instruments' Restated Certificate of Incorporation and Article Eleventh of TI Tucson's Amended and Restated Certificate of Incorporation contain such provisions.

Under insurance policies of Texas Instruments, directors and officers of Texas Instruments may be indemnified against certain losses arising from certain claims, including claims under the Securities Act of 1933, which may be made against such persons by reason of their being such directors or officers.

ITEM 16. EXHIBITS.

EXHIBIT NO	DESCRIPTION OF EXHIBIT
2	-- Agreement and Plan of Merger, dated as of June 21, 2000, by and among Texas Instruments, Burr-Brown and Burma Acquisition Corp. (1)
3(a)	-- Restated Certificate of Incorporation of Texas Instruments. (2)
3(b)	-- Certificate of Amendment to Restated Certificate of Incorporation of Texas Instruments. (2)
3(c)	-- Certificate of Amendment to Restated Certificate of Incorporation of Texas Instruments. (2)
3(d)	-- Certificate of Amendment to Restated Certificate of Incorporation of Texas Instruments. (3)
3(e)	-- Certificate of Ownership and Merger Merging Texas Instruments Automation Controls, Inc. into Texas Instruments. (2)
3(f)	-- Certificate of Elimination of Designations of Preferred Stock of Texas Instruments. (2)
3(g)	-- Certificate of Ownership and Merger Merging Tiburon Systems, Inc. into Texas Instruments. (4)
3(h)	-- Certificate of Ownership and Merger Merging Tartan, Inc. into Texas Instruments. (4)
3(i)	-- Certificate of Designation relating to Texas Instruments Participating Cumulative Preferred Stock. (5)
3(j)	-- Certificate of Elimination of Designation of Preferred Stock of Texas Instruments. (6)
3(k)	-- Certificate of Ownership and Merger Merging Intersect Technologies, Inc. into Texas Instruments. (7)
3(1)	-- Certificate of Ownership and Merger Merging Soft Warehouse, Inc. into Texas Instruments. (7)
3(m)	-- Certificate of Ownership and Merger Merging Silicon Systems, Inc. into Texas Instruments. (7)

EXHIBIT NO	DESCRIPTION OF EXHIBIT
3(n)	-- Certificate of Amendment to Restated Certificate of Incorporation of Texas Instruments. (10)
3(o)	-- Bylaws of Texas Instruments. (7)
3(p)	-- Certificate of Merger Merging Burma Acquisition Corp. into Burr-Brown Corporation.*
3(q)	-- Certificate of Amendment to Amended and Restated Certificate of Incorporation of Burr-Brown Corporation.*
3(r)	-- Bylaws of Burr-Brown Corporation.*
4(a)(i)	-- Rights Agreement, dated as of June 18, 1998, between Texas Instruments and Harris Trust and Savings Bank as Rights Agent, which includes as Exhibit B the form of Rights Certificate. (8)
4(a)(ii)	-- Amendment, dated as of September 18, 1998, to the Rights Agreement. (9)
4(b)	-- Texas Instruments agrees to provide the Commission, upon request, copies of instruments defining the rights of Holders of long-term debt of Texas Instruments and its subsidiaries.
4(c)	-- Indenture. (11)
4(c)(i)	-- First Supplemental Indenture.*
4(d)	-- Registration Rights Agreement. (11)
4(e)	-- Form of Note (included in Exhibit 4(c)). (11)
5	-- Opinion of Weil, Gotshal & Manges LLP.*
8	-- Opinion of Weil, Gotshal & Manges LLP as to tax matters.*
23(a)	-- Consent of Ernst & Young LLP.*
23(b)	-- Consent of Ernst & Young LLP.*
23(c)	-- Consent of Weil, Gotshal & Manges LLP (included in exhibits 5 and 8).
24	-- Powers of Attorney (included on the signature pages to this registration statement).
25.1	-- Form T-1 Statement of Eligibility of Trustee for Indenture under Trust Indenture Act of 1939. (11)

- ---------------

* Filed herewith.

(1) Incorporated by reference to the Exhibits filed with TI Tucson's Current Report on Form 8-K dated June 22, 2000.

(2) Incorporated by reference to the Exhibits filed with Texas Instruments' Annual Report on Form 10-K for 1993.

(3) Incorporated by reference to the Exhibits filed with Texas Instruments' Quarterly Report on Form 10-Q for the quarter ended June 30, 1996.

(4) Incorporated by reference to the Exhibits filed with Texas Instruments' Registration Statement No. 333-41919 on Form S-8 filed December 10, 1997.

(5) Incorporated by reference to the Exhibits filed with Texas Instruments' Quarterly Report on Form 10-Q for the quarter ended September 30, 1998.

(6) Incorporated by reference to the Exhibits filed with Texas Instruments' Annual Report on Form 10-K for 1998.

(7) Incorporated by reference to the Exhibits filed with Texas Instruments' Annual Report on Form 10-K for 1999.

(8) Incorporated by reference to the Exhibits filed with Texas Instruments' Registration Statement on Form 8-A dated June 23, 1998.

(9) Incorporated by reference to the Exhibit filed with Texas Instruments' Amendment No. 1 to Registration Statement on Form 8-A, dated September 23, 1998.

(10) Incorporated by reference to the Exhibits filed with Texas Instruments' Registration Statement No. 333-41030 in Form S-4 dated July 7, 2000.

(11) Incorporated by reference to TI Tucson's Current Report on Form 8-K filed February 25, 2000.

ITEM 17. UNDERTAKINGS.

The undersigned Registrants each hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act,

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement,

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 15 above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question

whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Each of the undersigned Registrants hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dallas, Texas, on August 25, 2000.

TEXAS INSTRUMENTS INCORPORATED

By: /s/ WILLIAM A. AYLESWORTH

William A. Aylesworth
Senior Vice President
Treasurer and
Chief Financial Officer

POWER OF ATTORNEY

Know all those by these presents, that each person whose signature appears below constitutes and appoints each of Thomas J. Engibous, William A. Aylesworth, Joseph F. Hubach and M. Samuel Self, or any of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, in connection with the Registration Statement on Form S-3 of Texas Instruments Incorporated under the Securities Act of 1933, as amended, including, without limitation of the generality of the foregoing, to sign the Registration Statement in the name and on behalf of Texas Instruments Incorporated, or on behalf of the undersigned as a director or officer of Texas Instruments Incorporated, and any and all amendments or supplements to the Registration Statement, including any and all stickers and post-effective amendments to the Registration Statement, and to sign any and all additional Registration Statements relating to the same offering of Securities as the Registration Statement that are filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ JAMES R. ADAMS James R. Adams	Director	August 25, 2000
David L. Boren	Director	August 25, 2000
James B. Busey IV	Director	August 25, 2000
/s/ DANIEL A. CARP Daniel A. Carp	Director	August 25, 2000

SIGNATURE	TITLE	DATE
/s/ THOMAS J. ENGIBOUS Thomas J. Engibous	Chairman of the Board; President; Chief Executive Officer; Director	August 25, 2000
/s/ GERALD W. FRONTERHOUSE Gerald W. Fronterhouse	Director	August 25, 2000
/s/ DAVID R. GOODE David R. Goode	Director	August 25, 2000
/s/ WAYNE R. SANDERS Wayne R. Sanders	Director	August 25, 2000
/s/ RUTH J. SIMMONS Ruth J. Simmons	Director	August 25, 2000
/s/ CLAYTON K. YEUTTER Clayton K. Yeutter	Director	August 25, 2000
/s/ WILLIAM A. AYLESWORTH William A. Aylesworth	Senior Vice President; Treasurer; Chief Financial Officer	August 25, 2000
/s/ M. SAMUEL SELF M. Samuel Self	Senior Vice President; Controller; Chief Accounting Officer	August 25, 2000

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Dallas, Texas, on August 25, 2000.

TEXAS INSTRUMENTS TUCSON CORPORATION

By: /s/ M. SAMUEL SELF
M. Samuel Self
Treasurer

POWER OF ATTORNEY

Know all those by these presents, that each person whose signature appears below constitutes and appoints each of Danny W. Reynolds, M. Samuel Self and Bart T. Thomas, or any of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, in connection with the Registration Statement on Form S-3 of Texas Instruments Tucson Corporation under the Securities Act of 1933, as amended, including, without limitation of the generality of the foregoing, to sign the Registration Statement in the name and on behalf of Texas Instruments Tucson Corporation, or on behalf of the undersigned as a director or officer of Texas Instruments Tucson Corporation, and any and all amendments or supplements to the Registration Statement, including any and all stickers and post-effective amendments to the Registration Statement, and to sign any and all additional Registration Statements relating to the same offering of Securities as the Registration Statement that are filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ DANNY W. REYNOLDS Danny W. Reynolds	Director; President; Chief Executive Officer	August 25, 2000
/s/ M. SAMUEL SELF M. Samuel Self	Director; Treasurer; Chief Financial Officer and Chief Accounting Officer	August 25, 2000
/s/ BART T. THOMAS Bart T. Thomas	Director; Secretary	August 25, 2000

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25.1	-- Form T-1 Statement of Eligibility of Trustee for Indenture under Trust Indenture Act of 1939. (11)

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* Filed herewith.

(1) Incorporated by reference to the Exhibits filed with TI Tucson's Current Report on Form 8-K dated June 22, 2000.

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(9) Incorporated by reference to the Exhibit filed with Texas Instruments' Amendment No. 1 to Registration Statement on Form 8-A, dated September 23, 1998.

(10) Incorporated by reference to the Exhibits filed with Texas Instruments' Registration Statement No. 333-41030 in Form S-4 dated July 7, 2000.

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EXHIBIT 3(p)

CERTIFICATE OF MERGER

MERGING BURMA ACQUISITION CORP.

INTO BURR-BROWN CORPORATION

(Pursuant to Section 251(c) of the General

Corporation Law of the State of Delaware)

Burr-Brown Corporation, a Delaware corporation (the "Corporation"), for the purpose of merging Burma Acquisition Corp., a Delaware corporation ("Burma"), into the Corporation (the "Merger"), does hereby certify as follows:

FIRST: Burr-Brown Corporation, a Delaware corporation, and Burma Acquisition Corp., a Delaware corporation, are the constituent corporations of the Merger.

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") relating to the Merger has been approved, adopted, certified, executed and acknowledged by each of the Corporation and Burma in accordance with Section 251(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the Merger is Burr-Brown Corporation.

FOURTH: The Restated Certificate of Incorporation of the Corporation shall be amended and restated as set forth in Exhibit A.

FIFTH: The fully executed Merger Agreement is on file at the principal place of business of the Corporation at 6730 South Tucson Boulevard, Tucson, Arizona 85706.

SIXTH: A copy of the fully executed Merger Agreement will be furnished by the Corporation, as the surviving corporation pursuant to the Merger, on request and without cost, to any stockholder of the Corporation or Burma.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Burr-Brown Corporation has caused this certificate to be executed as of this 24th day of August, 2000.

BURR-BROWN CORPORATION

By: /s/ SYRUS P. MADAVI

Name: Syrus P. Madavi

Title: Chairman of the Board, President and Chief Executive Officer

EXHIBIT A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF

BURR-BROWN CORPORATION

This Amended and Restated Certificate of Incorporation was duly adopted by Burr-Brown Corporation, a Delaware corporation incorporated on January 31, 1983 (the "Corporation"), in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

FIRST: The name of the Corporation is "Burr-Brown Corporation."

SECOND: The registered office of the Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

THIRD: The purpose for which the Corporation is organized is to engage in any and all lawful acts and activity for which corporations may be organized under the General Corporation Law of Delaware. The Corporation will have perpetual existence.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares, par value $.01 per share, designated Common Stock.

FIFTH: The directors of the Corporation need not be elected by written ballot unless the bylaws of the Corporation otherwise provide.

SIXTH: The directors of the Corporation shall have the power to adopt, amend, and repeal the bylaws of the Corporation.

SEVENTH: No contract or transaction between the Corporation and one or more of its directors, officers, or stockholders or between the Corporation and any person (as used herein "person" means other corporation, partnership, association, firm, trust, joint venture, political subdivision, or instrumentality) or other organization in which one or more of its directors, officers, or stockholders are directors, officers, or stockholders, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee which authorizes the contract or transaction, or solely because his, her, or their votes are counted for such purpose, if: (i) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(ii) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the board of directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

EIGHTH: The Corporation shall indemnify any person who was, is, or is threatened to be made a party to a proceeding (as hereinafter defined) by reason of the fact that he or she (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent permitted under the Delaware General Corporation Law, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Corporation or elects to continue to serve as a director or officer of the Corporation while this Article Eighth is in effect. Any repeal or amendment of this Article Tenth shall be prospective only and shall not limit the rights of any such director or officer or the obligations of the Corporation with respect to any claim arising from or related to the services of such director or officer in any of the foregoing capacities prior to any such repeal of or amendment to this Article Eighth. Such right shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Delaware General Corporation Law, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Delaware General Corporation Law, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators, and personal representatives. The rights conferred above shall not be

exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of stockholders or directors, agreement, or otherwise.

The Corporation may additionally indemnify any employee or agent of the Corporation to the fullest extent permitted by law.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

NINTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or amendment of this Article Ninth by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article Ninth, a director shall not be liable to the Corporation or its stockholders to such further extent as permitted by any law hereafter enacted, including without limitation any subsequent amendment to the Delaware General Corporation Law.

TENTH: The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of Delaware.

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EXHIBIT 3(q)

CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
BURR-BROWN CORPORATION

(Pursuant to Section 242 of the General
Corporation Law of the State of Delaware)

Burr-Brown Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: The name of the Corporation is Burr-Brown Corporation.

SECOND: On August 24, 2000, the Board of Directors of the Corporation duly adopted a resolution setting forth the following amendment to the Amended and Restated Certificate of Incorporation of the Corporation.

The First Article of the Corporation's Amended and Restated Certificate of Incorporation is amended in its entirety to read as follows:

"The name of the Corporation is Texas Instruments Tucson Corporation."

THIRD: The sole stockholder of the Corporation entitled to vote on the above-stated proposed amendment executed a written consent in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware adopting such amendment.

FOURTH: Said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of the 24th day of August, 2000.

Burr-Brown Corporation

By: /s/ M. SAMUEL SELF

M. Samuel Self, its Treasurer

EXHIBIT 3(r)

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BYLAWS

OF

BURMA ACQUISITION CORP.

A Delaware Corporation

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BYLAWS

OF

BURMA ACQUISITION CORP.

A Delaware Corporation

PREAMBLE

These bylaws are subject to, and governed by, the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law") and the certificate of incorporation of Burma Acquisition Corp., a Delaware corporation (the "Corporation"). In the event of a direct conflict between the provisions of these bylaws and the mandatory provisions of the Delaware General Corporation Law or the provisions of the certificate of incorporation of the Corporation, such provisions of the Delaware General Corporation Law or the certificate of incorporation of the Corporation, as the case may be, will be controlling.

ARTICLE ONE: OFFICES

1.1 Registered Office and Agent. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of the State of Delaware.

1.2 Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or as the business of the Corporation may require.

ARTICLE TWO: MEETINGS OF STOCKHOLDERS

2.1 Annual Meeting. An annual meeting of stockholders of the Corporation shall be held each calendar year on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting or in a duly executed waiver of notice of such meeting. At such meeting, the stockholders shall elect directors and transact such other business as may properly be brought before the meeting.

2.2 Special Meeting. A special meeting of the stockholders may be called at any time by the Chairman of the Board, the President, the board of directors, and shall be called by the President or the Secretary at the request in writing of the stockholders of record of not less than ten percent of all shares entitled to vote at such meeting or as otherwise provided by the certificate of incorporation of the Corporation. A special meeting shall be held on such date and at such time as shall be designated by the person(s) calling the meeting and stated in the notice of the meeting or in a duly executed

waiver of notice of such meeting. Only such business shall be transacted at a special meeting as may be stated or indicated in the notice of such meeting or in a duly executed waiver of notice of such meeting.

2.3 Place of Meetings. An annual meeting of stockholders may be held at any place within or without the State of Delaware designated by the board of directors. A special meeting of stockholders may be held at any place within or without the State of Delaware designated in the notice of the meeting or a duly executed waiver of notice of such meeting. Meetings of stockholders shall be held at the principal office of the Corporation unless another place is designated for meetings in the manner provided herein.

2.4 Notice. Written or printed notice stating the place, day, and time of each meeting of the stockholders and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person(s) calling the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is to be sent by mail, it shall be directed to such stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy.

2.5 Voting List. At least ten days before each meeting of stockholders, the Secretary or other officer of the Corporation who has charge of the Corporation's stock ledger, either directly or through another officer appointed by him or through a transfer agent appointed by the board of directors, shall prepare a complete list of stockholders entitled to vote thereat, arranged in alphabetical order and showing the address of each stockholder and number of shares registered in the name of each stockholder. For a period of ten days prior to such meeting, such list shall be kept on file at a place within the city where the meeting is to be held, which place shall be specified in the notice of meeting or a duly executed waiver of notice of such meeting or, if not so specified, at the place where the meeting is to be held and shall be open to examination by any stockholder during ordinary business hours. Such list shall be produced at such meeting and kept at the meeting at all times during such meeting and may be inspected by any stockholder who is present.

2.6 Quorum. The holders of a majority of the outstanding shares entitled to vote on a matter, present in person or by proxy, shall constitute a quorum at any meeting of stockholders, except as otherwise provided by law, the certificate of incorporation of the Corporation, or these bylaws. If a quorum shall not be present, in person or by proxy, at any meeting of stockholders, the stockholders entitled to vote thereat who are present, in person or by proxy, or, if no stockholder entitled to vote is present, any officer of the

Corporation may adjourn the meeting from time to time, without notice other than announcement at the meeting (unless the board of directors, after such adjournment, fixes a new record date for the adjourned meeting), until a quorum shall be present, in person or by proxy. At any adjourned meeting at which a quorum shall be present, in person or by proxy, any business may be transacted which may have been transacted at the original meeting had a quorum been present; provided that, if the adjournment is for more than 30 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

2.7 Required Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of at least a majority of the outstanding shares entitled to vote who are present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one on which, by express provision of statute, the certificate of incorporation of the Corporation, or these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The stockholders present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

2.8 Method of Voting; Proxies. Except as otherwise provided in the certificate of incorporation of the Corporation or by law, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders. Elections of directors need not be by written ballot. At any meeting of stockholders, every stockholder having the right to vote may vote either in person or by a proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. Each such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after three years from the date of its execution, unless otherwise provided in the proxy. If no date is stated in a proxy, such proxy shall be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power or unless otherwise made irrevocable by law.

2.9 Record Date. (a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, for any such determination of stockholders, such date in any case to be not more than 60 days and not less than ten days prior to such meeting nor more than 60 days prior to any other action. If no record date is fixed:

(i) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business

on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(ii) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

(iii) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by law or these bylaws, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office in the State of Delaware, principal place of business, or such officer or agent shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by law or these bylaws, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

2.10 Conduct of Meeting. The Chairman of the Board, if such office has been filled, and, if not or if the Chairman of the Board is absent or otherwise unable to act, the President shall preside at all meetings of stockholders. The Secretary shall keep the records of each meeting of stockholders. In the absence or inability to act of any such officer, such officer's duties shall be performed by the officer given the authority to act for such absent or non-acting officer under these bylaws or by some person appointed by the meeting.

2.11 Inspectors. The board of directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of

inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies and shall receive votes, ballots, or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots, or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request, or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

ARTICLE THREE: DIRECTORS

3.1 Management. The business and property of the Corporation shall be managed by the board of directors. Subject to the restrictions imposed by law, the certificate of incorporation of the Corporation, or these bylaws, the board of directors may exercise all the powers of the Corporation.

3.2 Number; Qualification; Election; Term. The number of directors which shall constitute the entire board of directors shall be not less than one. The first board of directors shall consist of the number of directors named in the certificate of incorporation of the Corporation or, if no directors are so named, shall consist of the number of directors elected by the incorporator(s) at an organizational meeting or by unanimous written consent in lieu thereof. Thereafter, within the limits above specified, the number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors or by resolution of the stockholders at the annual meeting thereof or at a special meeting thereof called for that purpose. Except as otherwise required by law, the certificate of incorporation of the Corporation, or these bylaws, the directors shall be elected at an annual meeting of stockholders at which a quorum is present. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy and entitled to vote on the election of directors. Each director so chosen shall hold office until the first annual meeting of stockholders held after his election and until his successor is elected and qualified or, if earlier, until his death, resignation, or removal from office. None of the directors need be a stockholder of the Corporation or a resident of the State of Delaware. Each director must have attained the age of majority.

3.3 Change in Number. No decrease in the number of directors constituting the entire board of directors shall have the effect of shortening the term of any incumbent director.

3.4 Removal. Except as otherwise provided in the certificate of incorporation of the Corporation or these bylaws, at any meeting of stockholders called expressly for that purpose, any director or the entire board of directors may be removed, with or

without cause, by a vote of the holders of a majority of the shares then entitled to vote on the election of directors; provided, however, that so long as stockholders have the right to cumulate votes in the election of directors pursuant to the certificate of incorporation of the Corporation, if less than the entire board of directors is to be removed, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire board of directors.

3.5 Vacancies. Vacancies and newly-created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by the sole remaining director, and each director so chosen shall hold office until the first annual meeting of stockholders held after his election and until his successor is elected and qualified or, if earlier, until his death, resignation, or removal from office. If there are no directors in office, an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly-created directorship, the directors then in office shall constitute less than a majority of the whole board of directors (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly-created directorships or to replace the directors chosen by the directors then in office. Except as otherwise provided in these bylaws, when one or more directors shall resign from the board of directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in these bylaws with respect to the filling of other vacancies.

3.6 Meetings of Directors. The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by statute, in such place or places within or without the State of Delaware as the board of directors may from time to time determine or as shall be specified in the notice of such meeting or duly executed waiver of notice of such meeting.

3.7 First Meeting. Each newly elected board of directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of stockholders, and no notice of such meeting shall be necessary.

3.8 Election of Officers. At the first meeting of the board of directors after each annual meeting of stockholders at which a quorum shall be present, the board of directors shall elect the officers of the Corporation.

3.9 Regular Meetings. Regular meetings of the board of directors shall be held at such times and places as shall be designated from time to time by resolution of the board of directors. Notice of such regular meetings shall not be required.

3.10 Special Meetings. Special meetings of the board of directors shall be held whenever called by the Chairman of the Board, the President, or any director.

3.11 Notice. The Secretary shall give notice of each special meeting to each director at least 24 hours before the meeting. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

3.12 Quorum; Majority Vote. At all meetings of the board of directors, a majority of the directors fixed in the manner provided in these bylaws shall constitute a quorum for the transaction of business. If at any meeting of the board of directors there be less than a quorum present, a majority of those present or any director solely present may adjourn the meeting from time to time without further notice. Unless the act of a greater number is required by law, the certificate of incorporation of the Corporation, or these bylaws, the act of a majority of the directors present at a meeting at which a quorum is in attendance shall be the act of the board of directors. At any time that the certificate of incorporation of the Corporation provides that directors elected by the holders of a class or series of stock shall have more or less than one vote per director on any matter, every reference in these bylaws to a majority or other proportion of directors shall refer to a majority or other proportion of the votes of such directors.

3.13 Procedure. At meetings of the board of directors, business shall be transacted in such order as from time to time the board of directors may determine. The Chairman of the Board, if such office has been filled, and, if not or if the Chairman of the Board is absent or otherwise unable to act, the President shall preside at all meetings of the board of directors. In the absence or inability to act of either such officer, a chairman shall be chosen by the board of directors from among the directors present. The Secretary of the Corporation shall act as the secretary of each meeting of the board of directors unless the board of directors appoints another person to act as secretary of the meeting. The board of directors shall keep regular minutes of its proceedings which shall be placed in the minute book of the Corporation.

3.14 Presumption of Assent. A director of the Corporation who is present at the meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward any dissent by certified or registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.15 Compensation. The board of directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, paid to directors for attendance at regular or special meetings of the board of directors or any committee

thereof; provided, that nothing contained herein shall be construed to preclude any director from serving the Corporation in any other capacity or receiving compensation therefor.

ARTICLE FOUR: COMMITTEES

4.1 Designation. The board of directors may, by resolution adopted by a majority of the entire board of directors, designate one or more committees.

4.2 Number; Qualification; Term. Each committee shall consist of one or more directors appointed by resolution adopted by a majority of the entire board of directors. The number of committee members may be increased or decreased from time to time by resolution adopted by a majority of the entire board of directors. Each committee member shall serve as such until the earliest of (i) the expiration of his term as director, (ii) his resignation as a committee member or as a director, or (iii) his removal as a committee member or as a director.

4.3 Authority. Each committee, to the extent expressly provided in the resolution establishing such committee, shall have and may exercise all of the authority of the board of directors in the management of the business and property of the Corporation except to the extent expressly restricted by law, the certificate of incorporation of the Corporation, or these bylaws.

4.4 Committee Changes. The board of directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

4.5 Alternate Members of Committees. The board of directors may designate one or more directors as alternate members of any committee. Any such alternate member may replace any absent or disqualified member at any meeting of the committee. If no alternate committee members have been so appointed to a committee or each such alternate committee member is absent or disqualified, the member or members of such committee present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

4.6 Regular Meetings. Regular meetings of any committee may be held without notice at such time and place as may be designated from time to time by the committee and communicated to all members thereof.

4.7 Special Meetings. Special meetings of any committee may be held whenever called by any committee member. The committee member calling any special meeting shall cause notice of such special meeting, including therein the time and place of such special meeting, to be given to each committee member at least two days before such special meeting. Neither the business to be transacted at, nor the purpose of, any special meeting of any committee need be specified in the notice or waiver of notice of any special meeting.

4.8 Quorum; Majority Vote. At meetings of any committee, a majority of the number of members designated by the board of directors shall constitute a quorum for the transaction of business. If a quorum is not present at a meeting of any committee, a majority of the members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. The act of a majority of the members present at any meeting at which a quorum is in attendance shall be the act of a committee, unless the act of a greater number is required by law, the certificate of incorporation of the Corporation, or these bylaws.

4.9 Minutes. Each committee shall cause minutes of its proceedings to be prepared and shall report the same to the board of directors upon the request of the board of directors. The minutes of the proceedings of each committee shall be delivered to the Secretary of the Corporation for placement in the minute books of the Corporation.

4.10 Compensation. Committee members may, by resolution of the board of directors, be allowed a fixed sum and expenses of attendance, if any, for attending any committee meetings or a stated salary.

4.11 Responsibility. The designation of any committee and the delegation of authority to it shall not operate to relieve the board of directors or any director of any responsibility imposed upon it or such director by law.

ARTICLE FIVE: NOTICE

5.1 Method. Whenever by statute, the certificate of incorporation of the Corporation, or these bylaws, notice is required to be given to any committee member, director, or stockholder and no provision is made as to how such notice shall be given, personal notice shall not be required and any such notice may be given (a) in writing, by mail, postage prepaid, addressed to such committee member, director, or stockholder at his address as it appears on the books or (in the case of a stockholder) the stock transfer records of the Corporation, or (b) by any other method permitted by law (including but not limited to overnight courier service, telegram, telex, or telefax). Any notice required or permitted to be given by mail shall be deemed to be delivered and given at the time when the same is deposited in the United States mail as aforesaid. Any notice required or permitted to be given by overnight courier service shall be deemed to be delivered and given at the time delivered to such service with all charges prepaid and addressed as aforesaid. Any notice required or permitted to be given by telegram, telex, or telefax shall be deemed to be delivered and given at the time transmitted with all charges prepaid and addressed as aforesaid.

5.2 Waiver. Whenever any notice is required to be given to any stockholder, director, or committee member of the Corporation by statute, the certificate of incorporation of the Corporation, or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a stockholder, director, or committee member at a meeting shall constitute a waiver of notice of such

meeting, except where such person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE SIX: OFFICERS

6.1 Number; Titles; Term of Office. The officers of the Corporation shall be a President, a Secretary, and such other officers as the board of directors may from time to time elect or appoint, including a Chairman of the Board, one or more Vice Presidents (with each Vice President to have such descriptive title, if any, as the board of directors shall determine), and a Treasurer. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, until his death, or until he shall resign or shall have been removed in the manner hereinafter provided. Any two or more offices may be held by the same person. None of the officers need be a stockholder or a director of the Corporation or a resident of the State of Delaware.

6.2 Removal. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

6.3 Vacancies. Any vacancy occurring in any office of the Corporation (by death, resignation, removal, or otherwise) may be filled by the board of directors.

6.4 Authority. Officers shall have such authority and perform such duties in the management of the Corporation as are provided in these bylaws or as may be determined by resolution of the board of directors not inconsistent with these bylaws.

6.5 Compensation. The compensation, if any, of officers and agents shall be fixed from time to time by the board of directors; provided, however, that the board of directors may delegate the power to determine the compensation of any officer and agent (other than the officer to whom such power is delegated) to the Chairman of the Board or the President.

6.6 Chairman of the Board. The Chairman of the Board, if elected by the board of directors, shall have such powers and duties as may be prescribed by the board of directors. Such officer shall preside at all meetings of the stockholders and of the board of directors. Such officer may sign all certificates for shares of stock of the Corporation.

6.7 President. The President shall be the chief executive officer of the Corporation and, subject to the board of directors, he shall have general executive charge, management, and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities. If the board of directors has not elected a Chairman of the Board or in the absence or inability to act of

the Chairman of the Board, the President shall exercise all of the powers and discharge all of the duties of the Chairman of the Board. As between the Corporation and third parties, any action taken by the President in the performance of the duties of the Chairman of the Board shall be conclusive evidence that there is no Chairman of the Board or that the Chairman of the Board is absent or unable to act.

6.8 Vice Presidents. Each Vice President shall have such powers and duties as may be assigned to him by the board of directors, the Chairman of the Board, or the President, and (in order of their seniority as determined by the board of directors or, in the absence of such determination, as determined by the length of time they have held the office of Vice President) shall exercise the powers of the President during that officer's absence or inability to act. As between the Corporation and third parties, any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

6.9 Treasurer. The Treasurer shall have custody of the Corporation's funds and securities, shall keep full and accurate account of receipts and disbursements, shall deposit all monies and valuable effects in the name and to the credit of the Corporation in such depository or depositories as may be designated by the board of directors, and shall perform such other duties as may be prescribed by the board of directors, the Chairman of the Board, or the President.

6.10 Assistant Treasurers. Each Assistant Treasurer shall have such powers and duties as may be assigned to him by the board of directors, the Chairman of the Board, or the President. The Assistant Treasurers (in the order of their seniority as determined by the board of directors or, in the absence of such a determination, as determined by the length of time they have held the office of Assistant Treasurer) shall exercise the powers of the Treasurer during that officer's absence or inability to act.

6.11 Secretary. Except as otherwise provided in these bylaws, the Secretary shall keep the minutes of all meetings of the board of directors and of the stockholders in books provided for that purpose, and he shall attend to the giving and service of all notices. He may sign with the Chairman of the Board or the President, in the name of the Corporation, all contracts of the Corporation and affix the seal of the Corporation thereto. He may sign with the Chairman of the Board or the President all certificates for shares of stock of the Corporation, and he shall have charge of the certificate books, transfer books, and stock papers as the board of directors may direct, all of which shall at all reasonable times be open to inspection by any director upon application at the office of the Corporation during business hours. He shall in general perform all duties incident to the office of the Secretary, subject to the control of the board of directors, the Chairman of the Board, and the President.

6.12 Assistant Secretaries. Each Assistant Secretary shall have such powers and duties as may be assigned to him by the board of directors, the Chairman of the Board, or the President. The Assistant Secretaries (in the order of their seniority as determined by the board of directors or, in the absence of such a determination, as

determined by the length of time they have held the office of Assistant Secretary) shall exercise the powers of the Secretary during that officer's absence or inability to act.

ARTICLE SEVEN: CERTIFICATES AND SHAREHOLDERS

7.1 Certificates for Shares. Certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors. The certificates shall be signed by the Chairman of the Board or the President or a Vice President and also by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer. Any and all signatures on the certificate may be a facsimile and may be sealed with the seal of the Corporation or a facsimile thereof. If any officer, transfer agent, or registrar who has signed, or whose facsimile signature has been placed upon, a certificate has ceased to be such officer, transfer agent, or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. The certificates shall be consecutively numbered and shall be entered in the books of the Corporation as they are issued and shall exhibit the holder's name and the number of shares.

7.2 Replacement of Lost or Destroyed Certificates. The board of directors may direct a new certificate or certificates to be issued in place of a certificate or certificates theretofore issued by the Corporation and alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates representing shares to be lost or destroyed. When authorizing such issue of a new certificate or certificates the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond with a surety or sureties satisfactory to the Corporation in such sum as it may direct as indemnity against any claim, or expense resulting from a claim, that may be made against the Corporation with respect to the certificate or certificates alleged to have been lost or destroyed.

7.3 Transfer of Shares. Shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

7.4 Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

7.5 Regulations. The board of directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer, and registration or the replacement of certificates for shares of stock of the Corporation.

7.6 Legends. The board of directors shall have the power and authority to provide that certificates representing shares of stock bear such legends as the board of directors deems appropriate to assure that the Corporation does not become liable for violations of federal or state securities laws or other applicable law.

ARTICLE EIGHT: MISCELLANEOUS PROVISIONS

8.1 Dividends. Subject to provisions of law and the certificate of incorporation of the Corporation, dividends may be declared by the board of directors at any regular or special meeting and may be paid in cash, in property, or in shares of stock of the Corporation. Such declaration and payment shall be at the discretion of the board of directors.

8.2 Reserves. There may be created by the board of directors out of funds of the Corporation legally available therefor such reserve or reserves as the directors from time to time, in their discretion, consider proper to provide for contingencies, to equalize dividends, or to repair or maintain any property of the Corporation, or for such other purpose as the board of directors shall consider beneficial to the Corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

8.3 Books and Records. The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of its stockholders and board of directors and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of the shares held by each.

8.4 Fiscal Year. The fiscal year of the Corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors and the selection of the fiscal year is not expressly deferred by the board of directors, the fiscal year shall be the calendar year.

8.5 Seal. The seal of the Corporation shall be such as from time to time may be approved by the board of directors.

8.6 Resignations. Any director, committee member, or officer may resign by so stating at any meeting of the board of directors or by giving written notice to the board of directors, the Chairman of the Board, the President, or the Secretary. Such resignation shall take effect at the time specified therein or, if no time is specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.7 Securities of Other Corporations. The Chairman of the Board, the President, or any Vice President of the Corporation shall have the power and authority to transfer, endorse for transfer, vote, consent, or take any other action with respect to any securities of another issuer which may be held or owned by the Corporation and to make, execute, and deliver any waiver, proxy, or consent with respect to any such securities.

8.8 Telephone Meetings. Stockholders (acting for themselves or through a proxy), members of the board of directors, and members of a committee of the board of directors may participate in and hold a meeting of such stockholders, board of directors, or committee by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

8.9 Action Without a Meeting. (a) Unless otherwise provided in the certificate of incorporation of the Corporation, any action required by the Delaware General Corporation Law to be taken at any annual or special meeting of the stockholders, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders (acting for themselves or through a proxy) of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the holders of all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent of stockholders shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section 8.9(a) to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office, principal place of business, or such officer or agent shall be by hand or by certified or registered mail, return receipt requested.

(b) Unless otherwise restricted by the certificate of incorporation of the Corporation or by these bylaws, any action required or permitted to be taken at a meeting of the board of directors, or of any committee of the board of directors, may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all the directors or all the committee members, as the case may be, entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a vote of such directors or committee members, as the case may be, and may be stated as such in any certificate or document filed with the Secretary of

State of the State of Delaware or in any certificate delivered to any person. Such consent or consents shall be filed with the minutes of proceedings of the board or committee, as the case may be.

8.10 Invalid Provisions. If any part of these bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as it is possible and reasonable, shall remain valid and operative.

8.11 Mortgages, etc. With respect to any deed, deed of trust, mortgage, or other instrument executed by the Corporation through its duly authorized officer or officers, the attestation to such execution by the Secretary of the Corporation shall not be necessary to constitute such deed, deed of trust, mortgage, or other instrument a valid and binding obligation against the Corporation unless the resolutions, if any, of the board of directors authorizing such execution expressly state that such attestation is necessary.

8.12 Headings. The headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

8.13 References. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender should include each other gender where appropriate.

8.14 Amendments. These bylaws may be altered, amended, or repealed or new bylaws may be adopted by the stockholders or by the board of directors at any regular meeting of the stockholders or the board of directors or at any special meeting of the stockholders or the board of directors if notice of such alteration, amendment, repeal, or adoption of new bylaws be contained in the notice of such special meeting.

The undersigned, the Secretary of the Corporation, hereby certifies that the foregoing bylaws were adopted by unanimous consent by the directors of the Corporation as of June 23, 2000.

/s/ BART T. THOMAS

Bart T. Thomas, Secretary

EXHIBIT 4(c)(i)

TEXAS INSTRUMENTS INCORPORATED,
as Guarantor

TEXAS INSTRUMENTS TUCSON CORPORATION,
(formerly known as Burr-Brown Corporation)
as Issuer

To

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of

August 24, 2000

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4 1/4% CONVERTIBLE SUBORDINATED NOTES DUE 2007

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE, dated as of August 24, 2000 (the "First Supplemental Indenture"), among Texas Instruments Tucson Corporation, a Delaware corporation formerly known as Burr-Brown Corporation (hereinafter called the "Company"), having its principal office at 6730 South Tucson Boulevard, Tucson, Arizona 85706, Texas Instruments Incorporated, a Delaware corporation ("Parent"), having its principal office at 12500 TI Boulevard, P.O. Box 660199, Dallas, Texas 75266-0199, and United States Trust Company of New York, a New York corporation, as trustee hereunder (hereinafter called the "Trustee"), having its principal office at 114 W. 47th Street, New York, New York 10036-1532.

W I T N E S S E T H:

WHEREAS, the Company has issued 4 1/4% Convertible Subordinated Notes due 2007 (the "Notes") in the aggregate principal amount of $250,000,000 under and pursuant to the Indenture, dated as of February 24, 2000, between the Company and the Trustee (the "Indenture");

WHEREAS, the Company, Parent and Burma Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), have entered into an Agreement and Plan of Merger, dated as of June 21, 2000, pursuant to which, on the date hereof, (a) Merger Sub merged (the "Merger") with and into the Company and (b) each share of common stock, par value $.01 per share, of the Company ("Company Common Stock") was converted into the right to receive 1.3 shares of common stock, par value $1.00 per share, of Parent ("Common Stock");

WHEREAS, Articles Twelve and Fifteen of the Indenture provide that, among other things, if there shall occur any consolidation, merger or combination of the Company with another Person as a result of which holders of Company Common Stock shall be entitled to receive stock, other securities or other property or assets (including cash) with respect to or in exchange for such Company Common Stock, then the Company or the corporation whose securities are receivable by a holder of Company Common Stock pursuant to the consolidation, merger or combination shall execute with the Trustee a supplemental indenture providing that the Notes shall be convertible into the kind and amount of shares of stock, other securities or other property or assets (including cash) receivable upon such consolidation, merger or combination by a holder of a number of shares of Company Common Stock issuable upon conversion of such Notes immediately prior to such consolidation, merger or combination;

WHEREAS, Parent, by executing this First Supplemental Indenture, is further hereby fully and unconditionally guaranteeing the Company's obligations under this Indenture and the Notes;

WHEREAS, the execution and delivery of this First Supplemental Indenture has been authorized at a meeting of the Board of Directors of Parent and by resolutions adopted by the Board of Directors of Company; and

WHEREAS, all conditions and requirements necessary to make this First Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been performed

and fulfilled by the parties hereto and the execution and delivery thereof have been in all respects duly authorized by the parties hereto.

NOW, THEREFORE, in consideration of the above premises, each party agrees, for the benefit of the others and for the equal and ratable benefit of the holders of the Notes, as follows:

ARTICLE I.

AUTHORIZATION; DEFINITIONS

Section 1.1. First Supplemental Indenture. This First Supplemental Indenture is supplemental to, and is entered into in accordance with, Articles Eleven, Twelve and Fifteen of the Indenture, and except as modified, amended and supplemented by this First Supplemental Indenture, the provisions of the Indenture are in all respects ratified and confirmed and shall remain in full force and effect.

Section 1.2. Definitions. Except as expressly provided in Section 2.1 of this First Supplemental Indenture and unless the context shall otherwise require, all terms which are defined in Section 1.1 of the Indenture shall have the same meanings, respectively, in this First Supplemental Indenture as such terms are given in said Section 1.1 of the Indenture.

ARTICLE II.

AMENDMENTS TO THE INDENTURE

Section 2.1. Amendments to Section 1.1 of the Indenture. (a) Section 1.1 of the Indenture is hereby amended by inserting the following definitions:

"Parent" means Texas Instruments Incorporated, a Delaware corporation, and, subject to the provisions of Article Twelve, shall include its successors and assigns.

"Parent Board of Directors" means the Board of Directors of Parent or a committee of such Board duly authorized to act for it hereunder.

"Parent Guarantee" means the guarantee of Parent set forth in Article Seventeen of this Indenture.

"Parent Senior Indebtedness" means the principal of, premium, if any, interest (including all interest accruing subsequent to the commencement of any bankruptcy or similar proceeding, whether or not a claim for post-petition interest is allowable as a claim in any such proceeding) and rent payable on or in connection with, and all fees, costs, expenses and other amounts accrued or due on or in connection with, Indebtedness of Parent, whether outstanding on the date of the First Supplemental Indenture or thereafter created, incurred, assumed, guaranteed or in effect guaranteed by Parent (including all deferrals, renewals, extensions or refundings of, or amendments, modifications or supplements to, the foregoing), unless in the case of any particular Indebtedness the instrument creating or evidencing the same or the assumption or guarantee thereof expressly provides that such Indebtedness shall not be senior in right of payment to the Parent Guarantee or expressly provides that such Indebtedness is "Pari Passu" or "junior" to the

Parent Guarantee. Notwithstanding the foregoing, the term Senior Indebtedness shall not include any Indebtedness of Parent to any subsidiary of Parent, a majority of the voting stock of which is owned, directly or indirectly, by Parent. If any payment made to any holder of any Senior Indebtedness or its Representative with respect to such Senior Indebtedness is rescinded or must otherwise be returned by such holder or Representative upon the insolvency, bankruptcy or reorganization of Parent or otherwise, the reinstated Indebtedness of Parent arising as a result of such rescission or return shall constitute Senior Indebtedness effective as of the date of such rescission or return.

(b) Section 1.1 of the Indenture is hereby amended by replacing the definition of "Board of Directors" with the following definition:

"Company Board of Directors" means the Board of Directors of the Company or a committee of such Board duly authorized to act for it hereunder.

(c) Section 1.1 of the Indenture is hereby amended by replacing the definition of "Common Stock" with the following definition:

"Common Stock" means any stock of any class of Parent which has no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and which is not subject to redemption by the Parent. Subject to the provisions of Section 15.6, however, shares issuable on conversion of Notes shall include only shares of the class designated as common stock of Parent at the date of this Indenture (namely, the Common Stock, par value $1.00 per share) or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of Parent and which are not subject to redemption by Parent; provided, however, that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

(d) Section 1.1 of the Indenture is hereby amended by replacing the definition of "Company" with the following definition:

"Company" means Texas Instruments Tucson Corporation, a Delaware corporation formerly known as Burr-Brown Corporation, and, subject to the provisions of Article Twelve, shall include its successors and assigns.

(e) Section 1.1 of the Indenture is hereby amended by replacing the definition of "Indebtedness" with the following definition:

"Indebtedness" means, with respect to any Person, and without duplication, (a) all indebtedness, obligations and other liabilities (contingent or otherwise) of such Person for borrowed money (including obligations of such Person in respect of overdrafts, foreign exchange contracts, currency exchange agreements, interest rate protection agreements, and any loans or advances from banks, whether or not evidenced by notes or similar instruments) or evidenced by bonds, debentures, notes or similar instruments (whether or not the recourse of the lender is to

the whole of the assets of such Person or to only a portion thereof), other than any account payable or other accrued current liability or obligation incurred in the ordinary course of business in connection with the obtaining of materials or services; (b) all reimbursement obligations and other liabilities (contingent or otherwise) of such Person with respect to letters of credit, bank guarantees or bankers' acceptances; (c) all obligations and liabilities (contingent or otherwise) in respect of leases of such Person required, in conformity with generally accepted accounting principles, to be accounted for as capitalized lease obligations on the balance sheet of such Person and all obligations and other liabilities (contingent or otherwise) under any lease or related document (including a purchase agreement) in connection with the lease of real property which provides that such Person is contractually obligated to purchase or cause a third party to purchase the leased property and thereby guarantee a minimum residual value of the leased property to the lessor and the obligations of such Person under such lease or related document to purchase or to cause a third party to purchase such leased property; (d) all obligations of such Person (contingent or otherwise) with respect to an interest rate or other swap, cap or collar agreement or other similar instrument or agreement or foreign currency hedge, exchange, purchase or similar instrument or agreement; (e) all direct or indirect guaranties or similar agreements by such Person in respect of, and obligations or liabilities (contingent or otherwise) of such Person to purchase or otherwise acquire or otherwise assure a creditor against loss in respect of, indebtedness, obligations or liabilities of another Person of the kind described in clauses (a) through (d); (f) any indebtedness or other obligations described in clauses (a) through (e) secured by any mortgage, pledge, lien or other encumbrance existing on property which is owned or held by such Person, regardless of whether the indebtedness or other obligation secured thereby shall have been assumed by such Person; and (g) any and all deferrals, renewals, extensions and refundings of, or amendments, modifications or supplements to, any indebtedness, obligation or liability of the kind described in clauses (a) through (f).

(f) Section 1.1 of the Indenture is hereby amended by replacing the definition of "Officers' Certificate" with the following definition:

"Officers' Certificate", when used with respect to the Company or Parent, means a certificate signed by both (a) the Chairman of the Board, the Chief Executive Officer, the President or any Vice President (whether or not designated by a number or numbers or word or words added before or after the title "Vice President") and (b) the Treasurer or any Assistant Treasurer, the Controller or any Assistant Controller, or the Secretary or any Assistant Secretary of the Company or Parent.

(g) Section 1.1 of the Indenture is hereby amended by replacing the definition of "Opinion of Counsel" with the following definition:

"Opinion of Counsel" means an opinion in writing signed by legal counsel, who may be an employee of or counsel to the Company or Parent, or other counsel reasonably acceptable to the Trustee.

(h) Section 1.1 of the Indenture is hereby amended by replacing the definition of "Significant Subsidiary" with the following definition:

"Significant Subsidiary" means, as of any date of determination, a Subsidiary of the Company or Parent, as applicable, if as of such date of determination either (a) the assets of such subsidiary equal 10% of more of the Company's or Parent's, as applicable, total consolidated assets or (b) the total revenue of which represented 10% or more of the Company's or Parent's, as applicable, consolidated total revenue for the most recently completed fiscal year.

Section 2.2. Amendment to Section 2.3 of the Indenture. Section 2.3 of the Indenture is hereby amended and restated in its entirety as follows:

Section 2.3 Date And Denomination Of Notes; Payments Of Interest. The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Every Note shall be dated the date of its authentication and shall bear interest from the applicable date in each case as specified on the face of the form of Note attached as Exhibit A hereto. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve (12) 30-day months.

The Person in whose name any Note (or its Predecessor Note) is registered on the Note register at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date, except (i) that the interest payable upon redemption (unless the date of redemption is an interest payment date) will be payable to the Person to whom principal is payable and (ii) as set forth in the next succeeding sentence. In the case of any Note (or portion thereof) that is converted into Common Stock during the period from (but excluding) a record date to (but excluding) the next succeeding interest payment date either (x) if such Note (or portion thereof) has been called for redemption on a redemption date which occurs during such period, or is to be redeemed in connection with a Fundamental Change on a Repurchase Date (as defined in Section 3.5) that occurs during such period, the Company shall not be required to pay interest on such interest payment date in respect of any such Note (or portion thereof) except to the extent required to be paid upon redemption of such Note or portion thereof pursuant to Section 3.3 or 3.5 hereof or (y) if such Note (or portion thereof) has not been called for redemption on a redemption date that occurs during such period and is not to be redeemed in connection with a Fundamental Change on a Repurchase Date that occurs during such period, such Note (or portion thereof) that is submitted for conversion during such period shall be accompanied by funds equal to the interest payable on such succeeding interest payment date on the principal amount so converted, as provided in the penultimate paragraph of Section 15.2 hereof. Interest shall be payable at the office of the Company maintained by the Company for such purposes in the Borough of Manhattan, City of New York, which shall initially be an office or agency of the Trustee and may, as the Company shall specify to the paying agent in writing by each record date, be paid either (i) by check mailed to the address of the Person entitled thereto as it appears in the Note register (provided that the holder of Notes with an aggregate principal amount in excess of $2,000,000 shall, at the written election of such holder, be paid by wire transfer in immediately available funds) or (ii) by transfer to an account maintained by such Person located in the United States; provided, however, that payments to the Depositary will be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The term "record date" with respect to any interest payment date shall mean the February 1 or August 1 preceding the relevant February 15 or August 15, respectively.

Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any February 15 or August 15 (herein called "Defaulted Interest") shall forthwith cease to be payable to the Noteholder on the relevant record date by virtue of his having been such Noteholder, and such Defaulted Interest shall be paid by the Company or Parent, at their election in each case, as provided in clause (1) or (2) below:

(1) The Company or Parent may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company or Parent shall notify the Trustee in writing of the amount of Defaulted Interest to be paid on each Note and the date of the payment (which shall be not less than twenty-five (25) days after the receipt by the Trustee of such notice, unless the Trustee shall consent to an earlier date), and at the same time the Company or Parent shall deposit with the Trustee an amount of money equal to the aggregate amount to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Person entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a special record date for the payment of such Defaulted Interest which shall be not more than fifteen (15) days and not less than ten (10) days prior to the date of the proposed payment, and not less than ten (10) days after the receipt by the Trustee of the notice of the proposed payment, the Trustee shall promptly notify the Company and Parent of such special record date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the special record date therefor to be mailed, first-class postage prepaid, to each Noteholder at his address as it appears in the Note register, not less than ten (10) days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Notes (or their respective Predecessor Notes) were registered at the close of business on such special record date and shall no longer be payable pursuant to the following clause (2) of this Section 2.3.

(2) The Company or Parent may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, and upon such notice as may be required by such exchange or automated quotation system, if, after notice given by the Company or Parent to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee."

Section 2.3. Amendment to Section 2.5 of the Indenture. Section 2.5(d) and (e) of the Indenture are hereby amended and restated in its entirety as follows:

"(d) Every Note that bears or is required under this Section 2.5(d) to bear the legend set forth in this Section 2.5(d) (together with any Common Stock issued upon

conversion of the Notes and required to bear the legend set forth in Section 2.5(e), collectively, the "Restricted Securities") shall be subject to the restrictions on transfer set forth in this Section 2.5(d) (including those set forth in the legend set forth below) unless such restrictions on transfer shall be waived by written consent of the Company, and the holder of each such Restricted Security, by such Noteholder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in Sections 2.5(d) and 2.5(e), the term "transfer" encompasses any sale, pledge, loan, transfer or other disposition whatsoever of any Restricted Security.

Until the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision), any certificate evidencing such Note (and all securities issued in exchange therefor or substitution thereof, other than Common Stock, if any, issued upon conversion thereof, which shall bear the legend set forth in Section 2.5(e), if applicable) shall bear a legend in substantially the following form, unless such Note has been sold pursuant to a registration statement that has been declared effective under the Securities Act (and which continues to be effective at the time of such transfer), or unless otherwise agreed by the Company in writing, with written notice thereof to the Trustee:

THE NOTE EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) ("INSTITUTIONAL ACCREDITED INVESTOR"); (2) AGREES THAT IT WILL NOT, PRIOR TO EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO SALES OF THE NOTE EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION), RESELL OR OTHERWISE TRANSFER THE NOTE EVIDENCED HEREBY OR THE TEXAS INSTRUMENTS INCORPORATED COMMON STOCK ISSUABLE UPON CONVERSION OF SUCH NOTE EXCEPT (A) TO TEXAS INSTRUMENTS INCORPORATED OR ANY SUBSIDIARY THEREOF, (B) INSIDE THE UNITED STATES TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THE NOTE EVIDENCED HEREBY (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM SUCH TRUSTEE OR A SUCCESSOR TRUSTEE, AS APPLICABLE), (D) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT, (E) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (F) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT (AND WHICH

CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER); (3) PRIOR TO SUCH TRANSFER (OTHER THAN A TRANSFER PURSUANT TO CLAUSE (2)(F) ABOVE), IT WILL FURNISH TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS THE TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT; AND (4) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THE NOTE EVIDENCED HEREBY IS TRANSFERRED (EXCEPT TRANSFERS PURSUANT TO CLAUSES 2(E) OR 2(F) ABOVE, OR PURSUANT TO RULE 144(K)) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THE NOTE EVIDENCED HEREBY PRIOR TO THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO SALES OF THE NOTE EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION), THE HOLDER MUST CHECK THE APPROPRIATE BOX SET FORTH ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT THIS CERTIFICATE TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE). IF THE PROPOSED TRANSFEREE IS AN INSTITUTIONAL ACCREDITED INVESTOR OR IS A PURCHASER WHO IS NOT A U.S. PERSON, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS SUCH TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS LEGEND WILL BE REMOVED UPON THE EARLIER OF THE TRANSFER OF THE NOTE EVIDENCED HEREBY PURSUANT TO CLAUSES 2(E) OR (2)(F) ABOVE, OR UPON ANY TRANSFER OF THE NOTE EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION). AS USED HEREIN, THE TERMS "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

Any Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms or as to which conditions for removal of the foregoing legend set forth therein have been satisfied may, upon surrender of such Note for exchange to the Note registrar in accordance with the provisions of this Section 2.5, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the restrictive legend required by this Section 2.5(d).

Notwithstanding any other provisions of this Indenture (other than the provisions set forth in the second paragraph of Section 2.5(c) and in this Section 2.5(d)), a Global Note may not be transferred as a whole or in part except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

The Depositary shall be a clearing agency registered under the Exchange Act. The Company initially appoints The Depository Trust Company to act as Depositary with respect to the Notes in global form. Initially, the Global Note shall be issued to the Depositary, registered in the name of Cede & Co., as the nominee of the Depositary, and deposited with the Custodian for Cede & Co.

If at any time the Depositary for a Global Note notifies the Company that it is unwilling or unable to continue as Depositary for such Note, the Company may appoint a successor Depositary with respect to such Note. If a successor Depositary is not appointed by the Company within ninety (90) days after the Company receives such notice, the Company will execute, and the Trustee, upon receipt of an Officers' Certificate for the authentication and delivery of Notes, will authenticate and deliver, Notes in certificated form, in aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note.

If a Note in certificated form is issued in exchange for any portion of a Global Note after the close of business at the office or agency where such exchange occurs on any record date and before the opening of business at such office or agency on the next succeeding interest payment date, interest will not be payable on such interest payment date in respect of such certificated Note, but will be payable on such interest payment date, subject to the provisions of Section 2.3, only to the Person to whom interest in respect of such portion of such Global Note is payable in accordance with the provisions of this Indenture.

Notes in certificated form issued in exchange for all or a part of a Global Note pursuant to this Section 2.5 shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. Upon execution and authentication, the Trustee shall deliver such Notes in certificated form to the Persons in whose names such Notes in certificated form are so registered.

At such time as all interests in a Global Note have been redeemed, converted, canceled, exchanged for Notes in certificated form, or transferred to a transferee who receives Notes in certificated form therefor, such Global Note shall, upon receipt thereof, be canceled by the Trustee in accordance with standing procedures and instructions existing between the Depositary and the Custodian. At any time prior to such cancellation, if any interest in a Global Note is exchanged for Notes in certificated form, redeemed, converted, repurchased or canceled, or transferred to a transferee who receives Notes in certificated form therefor or any Note in certificated form is exchanged or transferred for part of a Global Note, the principal amount of such Global Note shall, in accordance with the standing procedures and instructions existing between the Depositary and the Custodian, be appropriately reduced or increased, as the case may be, and an endorsement shall be made on such Global Note, by the Trustee or the Custodian, at the direction of the Trustee, to reflect such reduction or increase.

(e) Until the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision), any stock certificate representing Common Stock issued upon conversion of any Note shall bear a legend in substantially the following form, unless such Common Stock has been sold pursuant to a registration statement that has been declared effective under the Securities Act (and which continues to be effective at the time of such transfer) or such Common Stock has been issued upon conversion of Notes that

have been transferred pursuant to a registration statement that has been declared effective under the Securities Act, or unless otherwise agreed by Parent in writing with written notice thereof to the transfer agent:

THE COMMON STOCK EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. THE HOLDER HEREOF AGREES THAT, UNTIL THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO SALES OF THE COMMON STOCK EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION), (1) IT WILL NOT RESELL OR OTHERWISE TRANSFER THE COMMON STOCK EVIDENCED HEREBY EXCEPT (A) TO TEXAS INSTRUMENTS INCORPORATED OR ANY SUBSIDIARY THEREOF, (B) INSIDE THE UNITED STATES TO A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN COMPLIANCE WITH RULE 144A, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) THAT PRIOR TO SUCH TRANSFER, FURNISHES TO COMPUTERSHARE INVESTOR SERVICES, LLC, AS TRANSFER AGENT (OR A SUCCESSOR TRANSFER AGENT, AS APPLICABLE), A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THE COMMON STOCK EVIDENCED HEREBY (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM SUCH TRANSFER AGENT OR A SUCCESSOR TRANSFER AGENT, AS APPLICABLE), (D) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES LAWS (E) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), OR (F) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT (AND WHICH CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER); (2) PRIOR TO SUCH TRANSFER (OTHER THAN A TRANSFER PURSUANT TO CLAUSE (1)(F) ABOVE), IT WILL FURNISH TO COMPUTERSHARE INVESTOR SERVICES, LLC, AS TRANSFER AGENT (OR A SUCCESSOR TRANSFER AGENT, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT; AND (3) IT WILL DELIVER TO EACH PERSON TO WHOM THE COMMON STOCK EVIDENCED HEREBY IS TRANSFERRED (OTHER THAN A TRANSFER PURSUANT TO CLAUSES 1(E) OR 1(F) ABOVE, OR PURSUANT TO RULE 144(K)) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IF THE PROPOSED TRANSFEREE IS AN INSTITUTIONAL ACCREDITED INVESTOR OR IS A PURCHASER WHO IS NOT A U.S. PERSON, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO COMPUTERSHARE INVESTOR SERVICES, LLC (OR A SUCCESSOR TRANSFER AGENT, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS IT MAY REASONABLY REQUIRE TO

CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS LEGEND WILL BE REMOVED UPON THE EARLIER OF THE TRANSFER OF THE COMMON STOCK EVIDENCED HEREBY PURSUANT TO CLAUSES (1)(E) OR 1(F) ABOVE, OR UPON ANY TRANSFER OF THE COMMON STOCK EVIDENCED HEREBY AFTER THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO SALES OF THE SECURITY EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION). AS USED HEREIN, THE TERMS "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

Any such Common Stock as to which such restrictions on transfer shall have expired in accordance with their terms or as to which the conditions for removal of the foregoing legend set forth therein have been satisfied may, upon surrender of the certificates representing such shares of Common Stock for exchange in accordance with the procedures of the transfer agent for the Common Stock, be exchanged for a new certificate or certificates for a like number of shares of Common Stock, which shall not bear the restrictive legend required by this Section 2.5(e)."

Section 2.4. Amendment to Section 3.2 of the Indenture. The first paragraph of Section 3.2 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 3.2 Notice Of Redemptions; Selection Of Notes. In case the Company shall desire to exercise the right to redeem all or, as the case may be, any part of the Notes pursuant to Section 3.1, it shall fix a date for redemption and it or, at its written request received by the Trustee not fewer than forty-five (45) days prior (or such shorter period of time as may be acceptable to the Trustee) to the date fixed for redemption, the Trustee in the name of and at the expense of the Company, shall mail or cause to be mailed in the manner as hereinafter provided a notice of such redemption not fewer than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the holders of Notes so to be redeemed as a whole or in part at their last addresses as the same appear on the Note register; provided, however, that if the Company shall give such notice, it shall also give written notice, and written notice of the Notes to be redeemed, to the Trustee. Such mailing shall be by first class mail. The notice if mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the holder receives such notice. In any case, failure to give such notice by mail or any defect in the notice to the holder of any Note designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other Note. Concurrently with the mailing of any such notice of redemption, the Company or Parent shall issue a press release announcing such redemption, the form and content of which press release shall be determined by the Company and Parent in their sole discretion. The failure to issue any such press release or any defect therein shall not affect the validity of the redemption notice or any of the proceedings for the redemption of any Note called for redemption."

Section 2.5. Amendment to Section 3.5 of the Indenture. Sections 3.5(b) and (e) of the Indenture are hereby amended and restated in their entirety as follows:

"(b) On or before the tenth day after the occurrence of a Fundamental Change, the Company or at its written request (which must be received by the Trustee at least five (5) Business Days prior to the date the Trustee is requested to give notice as described below, unless the Trustee shall agree in writing to a shorter period), the Trustee, in the name of and at the expense of the Company, shall mail or cause to be mailed to all holders of record on the date of the Fundamental Change a notice (the "Company Notice") of the occurrence of such Fundamental Change and of the redemption right at the option of the holders arising as a result thereof. Such notice shall be mailed in the manner and with the effect set forth in the first paragraph of Section 3.2 (without regard for the time limits set forth therein). If the Company shall give such notice, the Company shall also deliver a copy of the Company Notice to the Trustee at such time as it is mailed to Noteholders. Concurrently with the mailing of any Company Notice, the Company or Parent shall issue a press release announcing such Fundamental Change referred to in the Company Notice, the form and content of which press release shall be determined by the Company and Parent in their sole discretion. The failure to issue any such press release or any defect therein shall not affect the validity of the Company Notice or any proceedings for the redemption of any Note which any Noteholder may elect to have the Company redeem as provided in this Section 3.5.

Each Company Notice shall specify the circumstances constituting the Fundamental Change, the Repurchase Date, the price at which the Company shall be obligated to redeem Notes, that the holder must exercise the redemption right on or prior to the close of business on the Repurchase Date (the "Fundamental Change Expiration Time"), that the holder shall have the right to withdraw any Notes surrendered prior to the Fundamental Change Expiration Time, a description of the procedure which a Noteholder must follow to exercise such redemption right and to withdraw any surrendered Notes, the place or places where the holder is to surrender such holder's Notes, the amount of interest accrued on each Note to the Repurchase Date and the "CUSIP" number or numbers of the Notes (if then generally in use).

No failure of the Company to give the foregoing notices and no defect therein shall limit the Noteholders' redemption rights or affect the validity of the proceedings for the redemption of the Notes pursuant to this Section 3.5.

(e) In the case of a reclassification, change, consolidation, merger, combination, sale or conveyance to which Section 15.6 applies, in which the Common Stock of Parent is changed or exchanged as a result into the right to receive stock, securities or other property or assets (including cash), which includes shares of Common Stock of Parent or shares of common stock of another Person that are, or upon issuance will be, traded on a United States national securities exchange or approved for trading on an established automated over-the-counter trading market in the United States and such shares constitute at the time such change or exchange becomes effective in excess of 50% of the aggregate fair market value of such stock, securities or other property or assets (including cash) (as determined by Parent, which determination shall be conclusive and binding), then the Person formed by such consolidation or resulting from such merger or which acquires such assets, as the case may be, shall execute and deliver to the Trustee a supplemental indenture (accompanied by an Opinion of Counsel that such supplemental

indenture complies with the Trust Indenture Act as in force at the date of execution of such supplemental indenture) modifying the provisions of this Indenture relating to the right of holders of the Notes to cause the Company to repurchase the Notes following a Fundamental Change, including without limitation the applicable provisions of this Section 3.5 and the definitions of Common Stock and Fundamental Change, as appropriate, as determined in good faith by Parent (which determination shall be conclusive and binding), to make such provisions apply to such other Person if different from Parent and the common stock issued by such Person (in lieu of Parent and the Common Stock of Parent)."

Section 2.6. Amendment to Section 5.8 of the Indenture. Section 5.8 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 5.8 Rule 144A Information Requirement. Within the period prior to the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision), the Company and Parent covenant and agree that they shall, during any period in which they are not subject to Section 13 or 15(d) under the Exchange Act, make available to any holder or beneficial holder of Notes or any Common Stock issued upon conversion thereof which continue to be Restricted Securities in connection with any sale thereof and any prospective purchaser of Notes or such Common Stock designated by such holder or beneficial holder, the information required pursuant to Rule 144A(d)(4) under the Securities Act upon the request of any holder or beneficial holder of the Notes or such Common Stock and they will take such further action as any holder or beneficial holder of such Notes or such Common Stock may reasonably request, all to the extent required from time to time to enable such holder or beneficial holder to sell its Notes or Common Stock without registration under the Securities Act within the limitation of the exemption provided by Rule 144A, as such Rule may be amended from time to time. Upon the request of any holder or any beneficial holder of the Notes or such Common Stock, the Company and/or Parent (as applicable) will deliver to such holder a written statement as to whether it has complied with such requirements."

Section 2.7. Amendment to Section 7.1(c) of the Indenture. Section 7.1 (c) of the Indenture is hereby amended and restated in its entirety as follows:

"(c) failure on the part of the Company or Parent duly to observe or perform any other of the covenants or agreements on the part of the Company or Parent in the Notes or in this Indenture (other than a covenant or agreement a default in whose performance or whose breach is elsewhere in this Section 7.1 specifically dealt with) continued for a period of sixty (60) days after the date on which written notice of such failure, requiring the Company or Parent to remedy the same, shall have been given to the Company or Parent by the Trustee, or the Company or Parent and a Responsible Officer of the Trustee by the holders of at least twenty-five percent (25%) in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 9.4; or"

Section 2.8. Amendment to Section 7.7 of the Indenture. Section 7.7 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 7.7 Direction Of Proceedings And Waiver Of Defaults By Majority Of Noteholders. The holders of a majority in aggregate principal amount of the Notes at the time

outstanding determined in accordance with Section 9.4 shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee; provided, however, that (a) such direction shall not be in conflict with any rule of law or with this Indenture, (b) the Trustee may take any other action which is not inconsistent with such direction and (c) the Trustee may decline to take any action that would benefit some Noteholder to the detriment of other Noteholders. The holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 9.4 may, on behalf of the holders of all of the Notes, waive any past default or Event of Default hereunder and its consequences except (i) a default in the payment of interest (including Liquidated Damages, if any) or premium, if any, on, or the principal of, the Notes, (ii) a failure by the Company and Parent to convert any Notes into Common Stock, (iii) a default in the payment of redemption price pursuant to Article Three or (iv) a default in respect of a covenant or provisions hereof which under Article Eleven cannot be modified or amended without the consent of the holders of each or all Notes then outstanding or affected thereby. Upon any such waiver, the Company, Parent, the Trustee and the holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon. Whenever any default or Event of Default hereunder shall have been waived as permitted by this Section 7.7, said default or Event of Default shall for all purposes of the Notes and this Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon."

Section 2.9. Amendment to Section 8.2(b) of the Indenture. Section 8.2(b) of the Indenture is hereby amended and restated in its entirety as follows:

"(b) any request, direction, order or demand of the Company or Parent mentioned herein shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any resolution of the Company or Parent Board of Directors may be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company or Parent;"

Section 2.10. Amendment to Section 8.10(a) of the Indenture. Section 8.10(a) of the Indenture is hereby amended and restated in its entirety as follows:

"(a) The Trustee may at any time resign by giving written notice of such resignation to the Company and to the holders of Notes. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Company Board of Directors, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment sixty (60) days after the mailing of such notice of resignation to the Noteholders, the resigning Trustee may, upon ten (10) business days' notice to the Company and the Noteholders, appoint a successor identified in such notice or may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor trustee, or, any Noteholder who has been a bona fide holder of a Note or Notes for at least six (6) months may, subject to the provisions of Section 7.9, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such

court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee."

Section 2.11. Amendment to Section 8.10(b) of the Indenture. Section 8.10(b) of the Indenture is hereby amended and restated in its entirety as follows:

"(b) In case at any time any of the following shall occur:

(1) the Trustee shall fail to comply with Section 8.8 after written request therefor by the Company or by any Noteholder who has been a bona fide holder of a Note or Notes for at least six (6) months; or

(2) the Trustee shall cease to be eligible in accordance with the provisions of Section 8.9 and shall fail to resign after written request therefor by the Company or by any such Noteholder; or

(3) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any such case, the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of the Company Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 7.9, any Noteholder who has been a bona fide holder of a Note or Notes for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee; provided, however, that if no successor Trustee shall have been appointed and have accepted appointment sixty (60) days after either the Company or the Noteholders has removed the Trustee, the Trustee so removed may petition any court of competent jurisdiction for an appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee."

Section 2.12. Amendment to Section 9.3 of the Indenture. Section 9.3 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 9.3 Who Are Deemed Absolute Owners. The Company, Parent, the Trustee, any paying agent, any conversion agent and any Note registrar may deem the Person in whose name such Note shall be registered upon the Note register to be, and may treat it as, the absolute owner of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by any Person other than the Company or any Note registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Note, for conversion of such Note and for all other purposes; and none of the Company, Parent or the Trustee or any paying agent or any conversion agent or any Note registrar shall be affected by any notice to the contrary. All such payments so made to any holder for the time being, or upon his order, shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for monies payable upon any such Note."

Section 2.13. Amendment to Section 10.3 of the Indenture. Section 10.3 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 10.3. Call of Meetings By Company Or Noteholders. In case at any time the Company, pursuant to a resolution of the Company Board of Directors, or the holders of at least ten percent (10%) in aggregate principal amount of the Notes then outstanding, shall have requested the Trustee to call a meeting of Noteholders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed the notice of such meeting within twenty (20) days after receipt of such request, then the Company or such Noteholders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 10.1, by mailing notice thereof as provided in Section 10.2."

Section 2.14. Amendment to Article Eleven of the Indenture. Article Eleven of the Indenture is hereby amended and restated in its entirety as follows:

"ARTICLE 11.

SUPPLEMENTAL INDENTURES

Section 11.1 Supplemental Indentures Without Consent Of Noteholders. The Company and Parent, when authorized by the resolutions of the Company and Parent Boards of Directors, and the Trustee may, from time to time, and at any time enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

(a) make provision with respect to the conversion rights of the holders of Notes pursuant to the requirements of Section 15.6 and the redemption obligations of the Company pursuant to the requirements of Section 3.5(e);

(b) subject to Article Four, to convey, transfer, assign, mortgage or pledge to the Trustee as security for the Notes, any property or assets;

(c) to evidence the succession of another Person to the Company or Parent, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or Parent pursuant to Article Twelve;

(d) to add to the covenants of the Company or Parent such further covenants, restrictions or conditions as the Company and Parent Boards of Directors and the Trustee shall consider to be for the benefit of the holders of Notes, and to make the occurrence, or the occurrence and continuance, of a default in any such additional covenants, restrictions or conditions a default or an Event of Default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth; provided, however, that in respect of any such additional covenant, restriction or condition, such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default or may limit the remedies available to the Trustee upon such default;

(e) to provide for the issuance under this Indenture of Notes in coupon form (including Notes registrable as to principal only) and to provide for exchangeability of such Notes with the Notes issued hereunder in fully registered form and to make all appropriate changes for such purpose;

(f) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture that may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture that shall not materially adversely affect the interests of the holders of the Notes;

(g) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Notes; or

(h) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualifications of this Indenture under the Trust Indenture Act, or under any similar federal statute hereafter enacted.

Upon the written request of the Company and Parent, accompanied by a copy of the resolutions of the Company and Parent Boards of Directors certified by their respective Secretary or Assistant Secretary authorizing the execution of any supplemental indenture, the Trustee is hereby authorized to join with the Company and Parent in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations that may be therein contained and to accept the conveyance, transfer and assignment of any property thereunder, but the Trustee shall not be obligated to, but may in its discretion, enter into any supplemental indenture that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 11.1 may be executed by the Company, Parent and the Trustee without the consent of the holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 11.2.

Notwithstanding any other provision of the Indenture or the Notes, the Registration Rights Agreement and the obligation to pay Liquidated Damages thereunder may be amended, modified or waived in accordance with the provisions of the Registration Rights Agreement.

Section 11.2 Supplemental Indenture With Consent Of Noteholders. With the consent (evidenced as provided in Article Nine) of the holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding, the Company and Parent, when authorized by the resolutions of the Company and Parent Boards of Directors, and the Trustee may, from time to time and at any time, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or any supplemental indenture or of modifying in any manner the rights of the holders of the Notes; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Note, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof or premium, if any, thereon, or reduce any amount payable on redemption thereof, or impair the right of any Noteholder to institute suit

for the payment thereof, or make the principal thereof or interest or premium, if any, thereon payable in any coin or currency other than that provided in the Notes, or modify the provisions of this Indenture with respect to the subordination of the Notes in a manner adverse to the Noteholders in any material respect, or change the obligation of the Company to redeem any Note upon the happening of a Fundamental Change in a manner adverse to the holder of Notes, or impair the right to convert the Notes into Common Stock subject to the terms set forth herein, including Section 15.6, in each case, without the consent of the holder of each Note so affected, or (ii) reduce the aforesaid percentage of Notes, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all Notes then outstanding.

Upon the written request of the Company and Parent, accompanied by a copy of the resolutions of the Company and Parent Boards of Directors certified by their respective Secretary or Assistant Secretary authorizing the execution of any such supplemental indenture, and upon the filing with the Trustee of evidence of the consent of Noteholders as aforesaid, the Trustee shall join with the Company and Parent in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Noteholders under this Section 11.2 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Section 11.3 Effect Of Supplemental Indenture. Any supplemental indenture executed pursuant to the provisions of this Article Eleven shall comply with the Trust Indenture Act, as then in effect, provided that this Section 11.3 shall not require such supplemental indenture or the Trustee to be qualified under the Trust Indenture Act prior to the time such qualification is in fact required under the terms of the Trust Indenture Act or the Indenture has been qualified under the Trust Indenture Act, nor shall it constitute any admission or acknowledgment by any party to such supplemental indenture that any such qualification is required prior to the time such qualification is in fact required under the terms of the Trust Indenture Act or the Indenture has been qualified under the Trust Indenture Act. Upon the execution of any supplemental indenture pursuant to the provisions of this Article Eleven, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company, Parent and the holders of Notes shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 11.4 Notation On Notes. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article Eleven may bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company or the Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Company Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may, at the Company's expense,

be prepared and executed by the Company, authenticated by the Trustee (or an authenticating agent duly appointed by the Trustee pursuant to Section 16.11) and delivered in exchange for the Notes then outstanding, upon surrender of such Notes then outstanding.

Section 11.5 Evidence Of Compliance Of Supplemental Indenture To Be Furnished To Trustee. Prior to entering into any supplemental indenture, the Trustee may request an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant hereto complies with the requirements of this Article Eleven."

Section 2.15. Amendment to Article Twelve of the Indenture. Article Twelve of the Indenture is hereby amended and restated in its entirety as follows:

"ARTICLE 12.

CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 12.1 Company May Consolidate, Etc. On Certain Terms. Subject to the provisions of Section 12.2, nothing contained in this Indenture or in any of the Notes shall prevent any consolidation or merger of the Company or Parent with or into any other Person or Persons (whether or not affiliated with the Company or Parent), or successive consolidations or mergers in which the Company, Parent or their respective successor or successors shall be a party or parties, or shall prevent any sale, conveyance or lease (or successive sales, conveyances or leases) of all or substantially all of the property of the Company or Parent, to any other Person (whether or not affiliated with the Company or Parent), authorized to acquire and operate the same and that shall be organized under the laws of the United States of America, any state thereof or the District of Columbia; provided, however, that upon any such consolidation, merger, sale, conveyance or lease, the due and punctual payment of the principal of and premium, if any, and interest (including Liquidated Damages, if any) on all of the Notes, according to their tenor and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by the Company or Parent, shall be expressly assumed, by supplemental indenture satisfactory in form to the Trustee, executed and delivered to the Trustee by the Person (if other than the Company or Parent) formed by such consolidation, or into which the Company or Parent shall have been merged, or by the Person that shall have acquired or leased such property, and such supplemental indenture shall provide for the applicable conversion rights set forth in Section 15.6.

Section 12.2 Successor Corporation To Be Substituted. In case of any such consolidation, merger, sale, conveyance or lease and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and premium, if any, and interest on all of the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Company or Parent, such successor Person shall succeed to and be substituted for the Company or Parent, with the same effect as if it had been named herein as the party of this first part. Such successor Person thereupon may cause to be signed, and may issue either in its own name or in the name of Texas Instruments Tucson Corporation any or all of the Notes, issuable hereunder that theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor

Person instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Notes that such successor Person thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, sale, conveyance or lease, the Person named as the "Company" or "Parent" in the first paragraph of this Indenture or any successor that shall thereafter have become such in the manner prescribed in this Article Twelve may be dissolved, wound up and liquidated at any time thereafter and such Person shall be released from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture.

In case of any such consolidation, merger, sale, conveyance or lease, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

Section 12.3 Opinion Of Counsel To Be Given Trustee. The Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, conveyance or lease and any such assumption complies with the provisions of this Article Twelve."

Section 2.16. Amendment to Article Fourteen of the Indenture. Article Fourteen of the Indenture is hereby amended and restated in its entirety as follows:

"ARTICLE 14.

IMMUNITY OF INCORPORATORS,
STOCKHOLDERS, OFFICERS AND DIRECTORS

Section 14.1 Indenture And Notes Solely Corporate Obligations. Except as set forth in Article Seventeen, no recourse for the payment of the principal of or premium, if any, or interest on any Note, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or Parent in this Indenture or in any supplemental indenture or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer, director or subsidiary, as such, past, present or future, of the Company, Parent or of any successor corporation, either directly or through the Company, Parent or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of the Notes."

Section 2.17. Amendment to Article Fifteen of the Indenture. Article Fifteen of the Indenture is hereby amended and restated in its entirety as follows:

"ARTICLE 15.

CONVERSION OF NOTES

Section 15.1 Right To Convert. Subject to and upon compliance with the provisions of this Indenture, including, without limitation, Article Four, the holder of any Note shall have the right, at its option, at any time after the original issuance of the Notes hereunder through the close of business on the final maturity date of the Notes (except that, with respect to any Note or portion of a Note that shall be called for redemption, such right shall terminate, except as provided in Section 15.2, Section 3.2 or Section 3.4, at the close of business on the Business Day next preceding the date fixed for redemption of such Note or portion of a Note unless the Company shall default in payment due upon redemption thereof) to convert the principal amount of any such Note, or any portion of such principal amount which is $1,000 or an integral multiple thereof, into that number of fully paid and non-assessable shares of Common Stock (as such shares shall then be constituted) obtained by dividing the principal amount of the Note or portion thereof surrendered for conversion by the Conversion Price in effect at such time, by surrender of the Note so to be converted in whole or in part in the manner provided, together with any required funds, in Section 15.2. A Note in respect of which a holder is exercising its option to require redemption upon a Fundamental Change pursuant to Section 3.5 may be converted only if such holder withdraws its election to exercise in accordance with Section 3.5. A holder of Notes is not entitled to any rights of a holder of Common Stock until such holder has converted his Notes to Common Stock, and only to the extent such Notes are deemed to have been converted to Common Stock under this Article Fifteen.

Section 15.2 Exercise Of Conversion Privilege; Issuance Of Common Stock On Conversion; No Adjustment For Interest Or Dividends. In order to exercise the conversion privilege with respect to any Note in certificated form, the holder of any such Note to be converted in whole or in part shall surrender such Note, duly endorsed, at an office or agency maintained by the Company pursuant to Section 5.2, accompanied by the funds, if any, required by the penultimate paragraph of this Section 15.2, and shall give written notice of conversion in the form provided on the Notes (or such other notice which is acceptable to the Company) to the office or agency that the holder elects to convert such Note or the portion thereof specified in said notice. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock which shall be issuable on such conversion shall be issued, and shall be accompanied by transfer taxes, if required pursuant to Section 15.7. Each such Note surrendered for conversion shall, unless the shares issuable on conversion are to be issued in the same name as the registration of such Note, be duly endorsed by, or be accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the holder or his duly authorized attorney.

In order to exercise the conversion privilege with respect to any interest in a Global Note, the beneficial holder must complete, or cause to be completed, the appropriate instruction form for conversion pursuant to the Depository's book-entry conversion program, deliver, or cause to be delivered, by book-entry delivery an interest in such Global Note, furnish appropriate endorsements and transfer documents if required by the Company or the Trustee or conversion agent, and pay the funds, if any, required by this Section 15.2 and any transfer taxes if required pursuant to Section 15.7.

As promptly as practicable after satisfaction of the requirements for conversion set forth above, subject to compliance with any restrictions on transfer if shares issuable on conversion are to be issued in a name other than that of the Noteholder (as if such transfer were a transfer of the Note or Notes (or portion thereof) so converted), Parent shall issue and shall deliver to such Noteholder at the office or agency maintained by the Company for such purpose pursuant to Section 5.2, a certificate or certificates for the number of full shares of Common Stock issuable upon the conversion of such Note or portion thereof as determined by Parent in accordance with the provisions of this Article Fifteen and a check or cash in respect of any fractional interest in respect of a share of Common Stock arising upon such conversion, calculated by Parent as provided in Section 15.3. In case any Note of a denomination greater than $1,000 shall be surrendered for partial conversion, and subject to Section 2.3, the Company shall execute and the Trustee shall authenticate and deliver to the holder of the Note so surrendered, without charge to him, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note.

Each conversion shall be deemed to have been effected as to any such Note (or portion thereof) on the date on which the requirements set forth above in this Section 15.2 have been satisfied as to such Note (or portion thereof), and the Person in whose name any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become on said date the holder of record of the shares represented thereby; provided, however, that any such surrender on any date when the stock transfer books of Parent shall be closed shall constitute the Person in whose name the certificates are to be issued as the record holder thereof for all purposes on the next succeeding day on which such stock transfer books are open, but such conversion shall be at the Conversion Price in effect on the date upon which such Note shall be surrendered.

No adjustment in respect of interest on any Note converted or dividends on any shares issued upon conversion of such Note will be made upon any conversion except as set forth in the next sentence. If this Note (or portion hereof) is surrendered for conversion during the period from the close of business on any record date for the payment of interest to the close of business on the Business Day preceding the following interest payment date and either (x) has not been called for redemption on a redemption date that occurs during such period or (y) is not to be redeemed in connection with a Fundamental Change on a Repurchase Date that occurs during such period, this Note (or portion hereof being converted) must be accompanied by an amount, in New York Clearing House funds or other funds acceptable to the Company, equal to the interest payable on such interest payment date on the principal amount being converted; provided, however, that no such payment shall be required if there shall exist at the time of conversion a default in the payment of interest on the Notes.

Upon the conversion of an interest in a Global Note, the Trustee (or other conversion agent appointed by the Company), or the Custodian at the direction of the Trustee (or other conversion agent appointed by the Company), shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any conversions of Notes effected through any conversion agent other than the Trustee.

Section 15.3 Cash Payments In Lieu Of Fractional Shares. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon conversion of Notes. If more than one Note shall be surrendered for conversion at one time by the same holder, the number of full shares that shall be issuable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted hereby) so surrendered. If any fractional share of stock would be issuable upon the conversion of any Note or Notes, Parent shall make an adjustment and payment therefor in cash at the current market price thereof to the holder of Notes. The current market price of a share of Common Stock shall be the Closing Price on the last Business Day immediately preceding the day on which the Notes (or specified portions thereof) are deemed to have been converted.

Section 15.4 Conversion Price. The conversion price shall be as specified in the form of Note (herein called the "Conversion Price") attached as Exhibit A hereto, subject to adjustment as provided in this Article Fifteen.

Section 15.5 Adjustment Of Conversion Price. The Conversion Price shall be adjusted from time to time by Parent as follows:

(a) In case Parent shall hereafter pay a dividend or make a distribution to all holders of the outstanding Common Stock in shares of Common Stock, the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying the Conversion Price in effect at the opening of business on the date following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution by a fraction, the numerator of which shall be the number of shares of the Common Stock outstanding at the close of business on the date fixed for such determination, and the denominator of which shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purpose of this paragraph (a), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent. Parent will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of Parent. If any dividend or distribution of the type described in this Section 15.5(a) is declared but not so paid or made, the Conversion Price shall again be adjusted to the Conversion Price that would then be in effect if such dividend or distribution had not been declared.

(b) In case Parent shall issue rights or warrants to all holders of its outstanding shares of Common Stock entitling them (for a period expiring within forty-five (45) days after the date fixed for determination of stockholders entitled to receive such rights or warrants) to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price (as defined below) on the date fixed for determination of stockholders entitled to receive such rights or warrants, the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date fixed for determination of stockholders entitled to receive such rights or warrants by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for determination of stockholders entitled to receive such rights or warrants plus the

number of shares that the aggregate offering price of the total number of shares so offered would purchase at such Current Market Price, and the denominator of which shall be the number of shares of Common Stock outstanding on the date fixed for determination of stockholders entitled to receive such rights or warrants plus the total number of additional shares of Common Stock offered for subscription or purchase. Such adjustment shall be successively made whenever any such rights or warrants are issued, and shall become effective immediately after the opening of business on the day following the date fixed for determination of stockholders entitled to receive such rights or warrants. To the extent that shares of Common Stock are not delivered after the expiration of such rights or warrants, the Conversion Price shall be readjusted to the Conversion Price that would then be in effect had the adjustments made upon the issuance of such rights or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. In the event that such rights or warrants are not so issued, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such date fixed for the determination of stockholders entitled to receive such rights or warrants had not been fixed. In determining whether any rights or warrants entitle the holders to subscribe for or purchase shares of Common Stock at less than such Current Market Price, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by Parent for such rights or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Parent Board of Directors.

(c) In case outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and conversely, in case outstanding shares of Common Stock shall be combined into a smaller number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective.

(d) In case Parent shall, by dividend or otherwise, distribute to all holders of its Common Stock shares of any class of capital stock of Parent (other than any dividends or distributions to which Section 15.5(a) applies) or evidences of its indebtedness or assets (including securities, but excluding any rights or warrants referred to in Section 15.5(b), and excluding any dividend or distribution (x) paid exclusively in cash or (y) referred to in Section 15.5(a) (any of the foregoing hereinafter in this Section 15.5(d) called the "Securities")), then, in each such case (unless Parent elects to reserve such Securities for distribution to the Noteholders upon the conversion of the Notes so that any such holder converting Notes will receive upon such conversion, in addition to the shares of Common Stock to which such holder is entitled, the amount and kind of such Securities which such holder would have received if such holder had converted its Notes into Common Stock immediately prior to the Record Date (as defined in Section 15.5(h)(4) for such distribution of the Securities)), the Conversion Price shall be reduced

so that the same shall be equal to the price determined by multiplying the Conversion Price in effect on the Record Date with respect to such distribution by a fraction, the numerator of which shall be the Current Market Price per share of the Common Stock on such Record Date less the fair market value (as determined by the Parent Board of Directors, whose determination shall be conclusive, and described in a resolution of the Parent Board of Directors) on the Record Date of the portion of the Securities so distributed applicable to one share of Common Stock and the denominator of which shall be the Current Market Price per share of the Common Stock, such reduction to become effective immediately prior to the opening of business on the day following such Record Date; provided, however, that in the event the then fair market value (as so determined) of the portion of the Securities so distributed applicable to one share of Common Stock is equal to or greater than the Current Market Price of the Common Stock on the Record Date, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon conversion the amount of Securities such holder would have received had such holder converted each Note on the Record Date. In the event that such dividend or distribution is not so paid or made, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such dividend or distribution had not been declared. If the Parent Board of Directors determines the fair market value of any distribution for purposes of this Section 15.5(d) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in computing the Current Market Price of the Common Stock.

Under the provisions of Parent's Preferred Shares Rights Plan (the "Rights Plan"), upon conversion of the Notes into Common Stock, to the extent that the Rights Plan is still in effect upon such conversion, the holders of Notes will receive, in addition to the Common Stock, the rights described therein (whether or not the rights have separated from the Common Stock at the time of conversion), subject to the limitations set forth in the Rights Plan.

Rights or warrants distributed by Parent to all holders of Common Stock entitling the holders thereof to subscribe for or purchase shares of Parent's capital stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("Trigger Event"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of Common Stock, shall be deemed not to have been distributed for purposes of this Section 15.5 (and no adjustment to the Conversion Price under this Section 15.5 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Price shall be made under this Section 15.5(d). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In

addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Price under this Section 15.5 was made, (1) in the case of any such rights or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Price shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Price shall be readjusted as if such rights and warrants had not been issued.

No adjustment of the Conversion Price shall be made pursuant to this Section 15.5(d) in respect of rights or warrants distributed or deemed distributed on any Trigger Event to the extent that such rights or warrants are actually distributed, or reserved by Parent for distribution to holders of Notes upon conversion by such holders of Notes to Common Stock.

For purposes of this Section 15.5(d) and Sections 15.5(a) and (b), any dividend or distribution to which this Section 15.5(d) is applicable that also includes shares of Common Stock, or rights or warrants to subscribe for or purchase shares of Common Stock (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of capital stock other than such shares of Common Stock or rights or warrants (and any Conversion Price reduction required by this Section 15.5(d) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants (and any further Conversion Price reduction required by Sections 15.5(a) and (b) with respect to such dividend or distribution shall then be made), except (A) the Record Date of such dividend or distribution shall be substituted as "the date fixed for the determination of stockholders entitled to receive such dividend or other distribution", "the date fixed for the determination of stockholders entitled to receive such rights or warrants" and "the date fixed for such determination" within the meaning of Sections 15.5(a) and (b), and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding at the close of business on the date fixed for such determination" within the meaning of Section 15.5(a).

(e) In case Parent shall, by dividend or otherwise, distribute to all holders of its Common Stock cash (excluding (x) any quarterly cash dividend on the Common Stock to the extent the aggregate cash dividend per share of Common Stock in any fiscal quarter does not exceed the greater of (A) the amount per share of Common Stock of the next preceding quarterly cash dividend on the Common Stock to the extent that such preceding quarterly dividend did not require any adjustment of the Conversion Price pursuant to this Section 15.5(e) (as adjusted to reflect subdivisions, or combinations of the Common Stock), and (B) 3.75% of the arithmetic average of the Closing Price

(determined as set forth in Section 15.5(h)) during the ten Trading Days (as defined in Section 15.5(h)) immediately prior to the date of declaration of such dividend, and (y) any dividend or distribution in connection with the liquidation, dissolution or winding up of Parent, whether voluntary or involuntary), then, in such case, the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the close of business on such record date by a fraction, the numerator of which shall be the Current Market Price of the Common Stock on the record date less the amount of cash so distributed (and not excluded as provided above) applicable to one share of Common Stock, and the denominator of which shall be such Current Market Price of the Common Stock, such reduction to be effective immediately prior to the opening of business on the day following the record date; provided, however, that in the event the portion of the cash so distributed applicable to one share of Common Stock is equal to or greater than the Current Market Price of the Common Stock on the record date, in lieu of the foregoing adjustment, adequate provision shall be made so that each Noteholder shall have the right to receive upon conversion the amount of cash such holder would have received had such holder converted each Note on the record date. In the event that such dividend or distribution is not so paid or made, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such dividend or distribution had not been declared. If any adjustment is required to be made as set forth in this Section 15.5(e) as a result of a distribution that is a quarterly dividend, such adjustment shall be based upon the amount by which such distribution exceeds the amount of the quarterly cash dividend permitted to be excluded pursuant hereto. If an adjustment is required to be made as set forth in this Section 15.5(e) above as a result of a distribution that is not a quarterly dividend, such adjustment shall be based upon the full amount of the distribution.

(f) In case a tender or exchange offer made by Parent or any Subsidiary for all or any portion of the Common Stock shall expire and such tender or exchange offer (as amended upon the expiration thereof) shall require the payment to stockholders of consideration per share of Common Stock having a fair market value (as determined by the Parent Board of Directors, whose determination shall be conclusive and described in a resolution of the Parent Board of Directors) that as of the last time (the "Expiration Time") tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended) exceeds the Current Market Price of the Common Stock on the Trading Day next succeeding the Expiration Time, the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the Expiration Time by a fraction the numerator of which shall be the number of shares of Common Stock outstanding (including any tendered or exchanged shares) at the Expiration Time multiplied by the Current Market Price of the Common Stock on the Trading Day next succeeding the Expiration Time and the denominator of which shall be the sum of (x) the fair market value (determined as aforesaid) of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender or exchange offer) of all shares validly tendered or exchanged and not withdrawn as of the Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Purchased Shares") and (y) the product of the number of shares of Common Stock outstanding (less any Purchased Shares) at the Expiration Time and the Current Market Price of the

Common Stock on the Trading Day next succeeding the Expiration Time, such reduction to become effective immediately prior to the opening of business on the Trading Day following the Expiration Time. In the event that Parent is obligated to purchase shares pursuant to any such tender or exchange offer, but Parent is permanently prevented by applicable law from effecting any such purchases or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such tender or exchange offer had not been made.

(g) In case of a tender or exchange offer made by a Person other than Parent or any Subsidiary for an amount that increases the offeror's ownership of Common Stock to more than twenty-five percent (25%) of the Common Stock outstanding and shall involve the payment by such Person of consideration per share of Common Stock having a fair market value (as determined by the Parent Board of Directors, whose determination shall be conclusive, and described in a resolution of the Parent Board of Directors) that as of the last time (the "Offer Expiration Time") tenders or exchanges may be made pursuant to such tender or exchange offer (as it shall have been amended) exceeds the Current Market Price of the Common Stock on the Trading Day next succeeding the Offer Expiration Time, and in which, as of the Offer Expiration Time the Parent Board of Directors is not recommending rejection of the offer, the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the Offer Expiration Time by a fraction the numerator of which shall be the number of shares of Common Stock outstanding (including any tendered or exchanged shares) at the Offer Expiration Time multiplied by the Current Market Price of the Common Stock on the Trading Day next succeeding the Offer Expiration Time and the denominator of which shall be the sum of (x) the fair market value (determined as aforesaid) of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender or exchange offer) of all shares validly tendered or exchanged and not withdrawn as of the Offer Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Accepted Purchased Shares") and (y) the product of the number of shares of Common Stock outstanding (less any Accepted Purchased Shares) at the Offer Expiration Time and the Current Market Price of the Common Stock on the Trading Day next succeeding the Offer Expiration Time, such reduction to become effective immediately prior to the opening of business on the Trading Day following the Offer Expiration Time. In the event that such Person is obligated to purchase shares pursuant to any such tender or exchange offer, but such Person is permanently prevented by applicable law from effecting any such purchases or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such tender or exchange offer had not been made. Notwithstanding the foregoing, the adjustment described in this Section 15.5(g) shall not be made if, as of the Offer Expiration Time, the offering documents with respect to such offer disclose a plan or intention to cause Parent to engage in any transaction described in Article Twelve.

(h) For purposes of this Section 15.5, the following terms shall have the meaning indicated:

(1) "Closing Price" with respect to any security on any day shall mean the closing sale price, regular way, on such day or, in case no such sale takes place on such day, the average of the reported closing bid and asked prices, regular way, in each case as quoted on the Nasdaq National Market or, if such security is not quoted or listed or admitted to trading on such Nasdaq National Market, on the principal national securities exchange or quotation system on which such security is quoted or listed or admitted to trading or, if not quoted or listed or admitted to trading on any national securities exchange or quotation system, the average of the closing bid and asked prices of such security on the over-the-counter market on the day in question as reported by the National Quotation Bureau Incorporated, or a similar generally accepted reporting service, or if not so available, in such manner as furnished by any New York Stock Exchange member firm selected from time to time by the Parent Board of Directors for that purpose, or a price determined in good faith by the Parent Board of Directors or, to the extent permitted by applicable law, a duly authorized committee thereof, whose determination shall be conclusive.

(2) "Current Market Price" shall mean the average of the daily Closing Prices per share of Common Stock for the ten consecutive Trading Days immediately prior to the date in question except as hereinafter provided for purposes of any computation under Section 15.5(f) or (g); provided, however, that (1) if the "ex" date (as hereinafter defined) for any event (other than the issuance or distribution requiring such computation and other than the tender or exchange offer requiring such computation under Section 15.5(f) or (g)) that requires an adjustment to the Conversion Price pursuant to Section 15.5(a), (b), (c), (d), (e), (f) or (g) occurs during such ten consecutive Trading Days, the Closing Price for each Trading Day prior to the "ex" date for such other event shall be adjusted by multiplying such Closing Price by the same fraction by which the Conversion Price is so required to be adjusted as a result of such other event, (2) if the "ex" date for any event (other than the issuance or distribution requiring such computation and other than the tender or exchange offer requiring such computation under Section 15.5(f) or (g)) that requires an adjustment to the Conversion Price pursuant to Section 15.5(a), (b), (c), (d), (e), (f) or (g) occurs on or after the "ex" date for the issuance or distribution requiring such computation and prior to the day in question, the Closing Price for each Trading Day on and after the "ex" date for such other event shall be adjusted by multiplying such Closing Price by the reciprocal of the fraction by which the Conversion Price is so required to be adjusted as a result of such other event, and (3) if the "ex" date for the issuance or distribution requiring such computation is prior to the day in question, after taking into account any adjustment required pursuant to clause (1) or (2) of this proviso, the Closing Price for each Trading Day on or after such "ex" date shall be adjusted by adding thereto the amount of any cash and the fair market value (as determined by the Parent Board of Directors or, to the extent permitted by applicable law, a duly authorized committee thereof in a manner consistent with any determination of such value for purposes of Section 15.5(d), (f) or (g), whose determination shall be conclusive and described in a resolution of the Parent Board of Directors or such duly authorized committee thereof, as the

case may be) of the evidences of indebtedness, shares of capital stock or assets being distributed applicable to one share of Common Stock as of the close of business on the day before such "ex" date. For purposes of any computation under Section 15.5(f) or (g), the "Current Market Price" of the Common Stock on any date shall be deemed to be the average of the daily Closing Prices per share of Common Stock for such day and the next two succeeding Trading Days; provided, however, that if the "ex" date for any event (other than the tender or exchange offer requiring such computation under Section 15.5(f) or (g)) that requires an adjustment to the Conversion Price pursuant to Section 15.5(a), (b), (c), (d), (e), (f) or (g) occurs on or after the Expiration Time or Offer Expiration Time, as the case may be, for the tender or exchange offer requiring such computation and prior to the day in question, the Closing Price for each Trading Day on and after the "ex" date for such other event shall be adjusted as provided in clauses (1), (2) and (3) of the proviso contained in the first sentence of this Section 15.5(h)(2). For purpose of this paragraph, the term "ex" date, (1) when used with respect to any issuance or distribution, means the first date on which the Common Stock trades, regular way, on the relevant exchange or in the relevant market from which the Closing Price was obtained without the right to receive such issuance or distribution, (2) when used with respect to any subdivision or combination of shares of Common Stock, means the first date on which the Common Stock trades, regular way, on such exchange or in such market after the time at which such subdivision or combination becomes effective, and (3) when used with respect to any tender or exchange offer means the first date on which the Common Stock trades, regular way, on such exchange or in such market after the Expiration Time or the Offer Expiration Time of such offer.

(3) "Fair Market Value" shall mean the amount which a willing buyer would pay a willing seller in an arm's-length transaction.

(4) "Record Date" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Parent Board of Directors or by statute, contract or otherwise).

(5) "Trading Day" shall mean (x) if the applicable security is quoted on the Nasdaq National Market, a day on which trades may be made thereon or (y) if the applicable security is listed or admitted for trading on the New York Stock Exchange or another national securities exchange, a day on which the New York Stock Exchange or another national securities exchange is open for business or (z) if the applicable security is not so listed, admitted for trading or quoted, any day other than a Saturday or Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

(i) Parent may make such reductions in the Conversion Price, in addition to those required by Sections 15.5(a), (b), (c), (d), (e), (f) or (g) as the Parent Board of Directors considers to be advisable to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock resulting from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes.

To the extent permitted by applicable law, Parent from time to time may reduce the Conversion Price by any amount for any period of time if the period is at least twenty (20) days, the reduction is irrevocable during the period and the Parent Board of Directors shall have made a determination that such reduction would be in the best interests of Parent, which determination shall be conclusive. Whenever the Conversion Price is reduced pursuant to the preceding sentence, the Company shall mail to holders of record of the Notes a notice of the reduction at least fifteen (15) days prior to the date the reduced Conversion Price takes effect, and such notice shall state the reduced Conversion Price and the period during which it will be in effect.

(j) No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least one percent (1%) in such price; provided, however, that any adjustments that by reason of this Section 15.5(j) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article Fifteen shall be made by Parent and shall be made to the nearest cent or to the nearest one-hundredth (1/100) of a share, as the case may be. No adjustment need be made for rights to purchase Common Stock pursuant to a Parent plan for reinvestment of dividends or interest. To the extent the Notes become convertible into cash, assets, property or securities (other than capital stock of Parent), no adjustment need be made thereafter as to the cash, assets, property or such securities. Interest will not accrue on the cash.

(k) Whenever the Conversion Price is adjusted as herein provided, the Company and Parent shall promptly file with the Trustee and any conversion agent other than the Trustee an Officers' Certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Price and may assume that the last Conversion Price of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Price setting forth the adjusted Conversion Price and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Price to the holder of each Note at his last address appearing on the Note register provided for in Section 2.5 of this Indenture, within twenty (20) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(l) In any case in which this Section 15.5 provides that an adjustment shall become effective immediately after (1) a record date or Record Date for an event, (2) the date fixed for the determination of stockholders entitled to receive a dividend or

distribution pursuant to Section 15.5(a), (3) a date fixed for the determination of stockholders entitled to receive rights or warrants pursuant to Section 15.5(b), (4) the Expiration Time for any tender or exchange offer pursuant to Section 15.5(f), or (5) the Offer Expiration Time for a tender or exchange offer pursuant to Section 15.5(g) (each a "Determination Date"), Parent may elect to defer until the occurrence of the relevant Adjustment Event (as hereinafter defined) (x) issuing to the holder of any Note converted after such Determination Date and before the occurrence of such Adjustment Event, the additional shares of Common Stock or other securities issuable upon such conversion by reason of the adjustment required by such Adjustment Event over and above the Common Stock issuable upon such conversion before giving effect to such adjustment and (y) paying to such holder any amount in cash in lieu of any fraction pursuant to Section 15.3. For purposes of this Section 15.5(l), the term "Adjustment Event" shall mean:

(a) in any case referred to in clause (1) hereof, the occurrence of such event,

(b) in any case referred to in clause (2) hereof, the date any such dividend or distribution is paid or made,

(c) in any case referred to in clause (3) hereof, the date of expiration of such rights or warrants, and

(d) in any case referred to in clause (4) or clause (5) hereof, the date a sale or exchange of Common Stock pursuant to such tender or exchange offer is consummated and becomes irrevocable.

(m) For purposes of this Section 15.5, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of Parent but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock. Parent will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of Parent.

Section 15.6 Effect Of Reclassification, Consolidation, Merger Or Sale. If any of the following events occur, namely (i) any reclassification or change of the outstanding shares of Common Stock (other than a subdivision or combination to which Section 15.5(c) applies), (ii) any consolidation, merger or combination of Parent with another Person as a result of which holders of Common Stock shall be entitled to receive stock, other securities or other property or assets (including cash) with respect to or in exchange for such Common Stock, or (iii) any sale or conveyance of all or substantially all of the properties and assets of Parent to any other Person as a result of which holders of Common Stock shall be entitled to receive stock, other securities or other property or assets (including cash) with respect to or in exchange for such Common Stock, then Parent or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture) providing that such Note shall be convertible into the kind and amount of shares of stock, other securities or other property or assets (including cash) receivable upon such reclassification, change, consolidation, merger,

combination, sale or conveyance by a holder of a number of shares of Common Stock issuable upon conversion of such Notes (assuming, for such purposes, a sufficient number of authorized shares of Common Stock are available to convert all such Notes) immediately prior to such reclassification, change, consolidation, merger, combination, sale or conveyance assuming such holder of Common Stock did not exercise his rights of election, if any, as to the kind or amount of stock, other securities or other property or assets (including cash) receivable upon such reclassification, change, consolidation, merger, combination, sale or conveyance (provided that, if the kind or amount of stock, other securities or other property or assets (including cash) receivable upon such reclassification, change, consolidation, merger, combination, sale or conveyance is not the same for each share of Common Stock in respect of which such rights of election shall not have been exercised ("non-electing share"), then for the purposes of this Section 15.6 the kind and amount of stock, other securities or other property or assets (including cash) receivable upon such reclassification, change, consolidation, merger, combination, sale or conveyance for each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article Fifteen.

The Company and Parent shall cause notice of the execution of such supplemental indenture to be mailed to each holder of Notes, at its address appearing on the Note register provided for in Section 2.5 of this Indenture, within twenty (20) days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

The above provisions of this Section shall similarly apply to successive reclassifications, changes, consolidations, mergers, combinations, sales and conveyances.

If this Section 15.6 applies to any event or occurrence, Section 15.5 shall not apply.

Section 15.7 Taxes On Shares Issued. The issue of stock certificates on conversions of Notes shall be made without charge to the converting Noteholder for any tax in respect of the issue thereof. Neither the Company nor Parent shall, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of stock in any name other than that of the holder of any Note converted, and Parent shall not be required to issue or deliver any such stock certificate unless and until the Person or Persons requesting the issue thereof shall have paid to Parent the amount of such tax or shall have established to the satisfaction of Parent that such tax has been paid.

Section 15.8 Reservation Of Shares; Shares To Be Fully Paid; Compliance With Governmental Requirements; Listing Of Common Stock. Parent shall provide, free from preemptive rights, out of its authorized but unissued shares or shares held in treasury, sufficient shares of Common Stock to provide for the conversion of the Notes from time to time as such Notes are presented for conversion.

Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value, if any, of the shares of Common Stock issuable upon conversion of the Notes, Parent will take all corporate action which may, in the opinion of its counsel, be necessary

in order that Parent may validly and legally issue shares of such Common Stock at such adjusted Conversion Price.

Parent covenants that all shares of Common Stock which may be issued upon conversion of Notes will upon issue be fully paid and non-assessable by Parent and free from all taxes, liens and charges with respect to the issue thereof.

Parent covenants that, if any shares of Common Stock to be provided for the purpose of conversion of Notes hereunder require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued upon conversion, Parent will in good faith and as expeditiously as possible, to the extent then permitted by the rules and interpretations of the Securities and Exchange Commission (or any successor thereto), endeavor to secure such registration or approval, as the case may be.

Parent further covenants that, if at any time the Common Stock shall be listed on the Nasdaq National Market or any other national securities exchange or automated quotation system, Parent will, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all Common Stock issuable upon conversion of the Notes; provided, however, that, if the rules of such exchange or automated quotation system permit Parent to defer the listing of such Common Stock until the first conversion of the Notes into Common Stock in accordance with the provisions of this Indenture, Parent covenants to list such Common Stock issuable upon conversion of the Notes in accordance with the requirements of such exchange or automated quotation system at such time.

Section 15.9 Responsibility Of Trustee. The Trustee and any other conversion agent shall not at any time be under any duty or responsibility to any holder of Notes to determine the Conversion Price or whether any facts exist which may require any adjustment of the Conversion Price, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other conversion agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the conversion of any Note; and the Trustee and any other conversion agent make no representations with respect thereto. Neither the Trustee nor any conversion agent shall be responsible for any failure of Parent to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion or to comply with any of the duties, responsibilities or covenants of Parent contained in this Article Fifteen. Without limiting the generality of the foregoing, neither the Trustee nor any conversion agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 15.6 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Noteholders upon the conversion of their Notes after any event referred to in such Section 15.6 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 8.1, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate (which the Company and Parent shall

be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto.

Section 15.10 Notice To Holders Prior To Certain Actions. In case:

(a) Parent shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Conversion Price pursuant to Section 15.5; or

(b) Parent shall authorize the granting to the holders of all or substantially all of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants; or

(c) of any reclassification or reorganization of the Common Stock of Parent (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which Parent is a party and for which approval of any stockholders of Parent is required, or of the sale or transfer of all or substantially all of the assets of Parent or any Significant Subsidiary; or

(d) of the voluntary or involuntary dissolution, liquidation or winding up of Parent or any Significant Subsidiary;

the Company and Parent shall cause to be filed with the Trustee and to be mailed to each holder of Notes at his address appearing on the Note register provided for in Section 2.5 of this Indenture, as promptly as possible but in any event at least ten (10) days prior to the applicable date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up."

Section 2.18. Amendment to Section 16.1 of the Indenture. Section 16.1 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 16.1 Provisions Binding On Company and Parent's Successors. All the covenants, stipulations, promises and agreements by the Company and Parent contained in this Indenture shall bind their respective successors and assigns whether so expressed or not."

Section 2.19. Amendment to Section 16.2 of the Indenture. Section 16.2 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 16.2 Official Acts By Successor Corporation. Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Company or Parent shall and may be done and performed with like force and effect by the like board, committee or officer of any Person that shall at the time be the lawful sole successor of the Company or Parent."

Section 2.20. Amendment to Section 16.3 of the Indenture. Section 16.3 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 16.3 Addresses For Notices, Etc. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the holders of Notes on the Company or Parent shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company or Parent with the Trustee) to Texas Instruments Incorporated, 12500 TI Boulevard, P.O. Box 660199, Dallas, Texas 75266-0199, Attention: Chief Financial Officer. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by being deposited, postage prepaid, by registered or certified mail in a post office letter box addressed to the Corporate Trust Office, which office is, at the date as of which this Indenture is dated, located at 114 W. 47th Street, New York, New York 10036-1532, Attention: Corporate Trust Department (Texas Instruments Tucson Corporation, 4 1/4% Convertible Subordinated Notes due 2007).

The Trustee, by notice to the Company and Parent, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Noteholder shall be mailed to him by first class mail, postage prepaid, at his address as it appears on the Note register and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to mail a notice or communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it."

Section 2.21. Amendment to Section 16.5 of the Indenture. Section 16.5 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 16.5 Evidence Of Compliance With Conditions Precedent; Certificates To Trustee. Upon any application or demand by the Company or Parent to the Trustee to take any action under any of the provisions of this Indenture, the Company or Parent shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include: (1) a statement that the person making such certificate or opinion has read such covenant or condition; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statement or opinion contained in such certificate or opinion is based; (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with."

Section 2.22. Amendment to Section 16.8 of the Indenture. Section 16.8 of the Indenture is hereby amended and restated in its entirety as follows:

"Section 16.8 No Security Interest Created. Nothing in this Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction in which property of Parent or its subsidiaries is located."

Section 2.23. New Article Seventeen to the Indenture. The Indenture is hereby amended to include a new Article Seventeen as follows:

"ARTICLE 17.

PARENT GUARANTEE

Section 17.1. Parent Guarantee.

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parent hereby fully and unconditionally guarantees (such guarantee being a "Parent Guarantee") to each holder of a Note authenticated and delivered by the Trustee and to the Trustee irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company under this Indenture or the Notes, that: (i) the principal of, premium, if any, and interest on the Notes will be paid when due, whether at maturity or interest payment date, by acceleration, call for redemption, purchase or otherwise, and interest on the overdue principal and interest, if any, of the Notes, if lawful, and all other obligations of the Company to the Noteholders or the Trustee under this Indenture or the Notes will be promptly paid or performed, all in accordance with the terms of this Indenture and the Notes; and (ii) in case of any extension of time of payment or renewal of any of the Notes or any such other obligations, they will be paid when due or performed in accordance with the terms of the extension or renewal, whether at maturity, by acceleration, call for redemption, purchase or otherwise. Failing payment when due of any amount so guaranteed for whatever reason, Parent shall be obligated to pay the same before failure to do so becomes an Event of Default. Notwithstanding anything herein to the contrary, all obligations of Parent hereunder shall be subordinated to the prior payment of Parent Senior Indebtedness to the same extent that the Notes are subordinated pursuant to Article Four.

(b) Parent agrees that (i) its obligations with regard to this Parent Guarantee shall be full and unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any delays in obtaining or realizing upon (or failures to obtain or realize upon) collateral, the recovery of any judgment against the Company, any action to enforce the same or any other circumstances that might otherwise constitute a legal or equitable discharge or defense of the Parent and (ii) this Parent Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture. Parent hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company or right to require the prior disposition of the assets of the Company to meet its obligations, protest, notice and all demands whatsoever and covenants that this Parent Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Noteholder or the Trustee is required by any court or otherwise to return to any of the Company, Parent, or Trustee, or similar official acting for any of the Company or Parent, any amount paid by any of the Company or Parent to the Trustee or such Noteholder, this Parent Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Parent agrees that it will not be entitled to any right of subrogation in relation to the Noteholders in respect of any obligations guaranteed hereby."

ARTICLE III.

ADJUSTMENT OF THE CONVERSION PRICE
FORM OF NOTES

Section 3.1. Adjustment of the Conversion Price. Pursuant to Section 15.6 of the Indenture, the Conversion Price is hereby adjusted downward to $44.45 to give effect to the conversion of Company Common Stock into Common Stock as a result of the Merger.

Section 3.2. Form of Notes. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be amended and restated in substantially the form set forth in Exhibit A, which is incorporated in and made a part of this First Supplemental Indenture.

ARTICLE IV.

OTHER AGREEMENTS

Section 4.1. Assumption of Obligations Under Registration Rights Agreement. Parent hereby assumes, and covenants and agrees, jointly and severally with the Company, to perform or cause to be performed each and every obligation of the Company under the Registration Rights Agreement as if it were an original party thereto.

Section 4.2. Trust Indenture Act Obligations of Parent. Parent hereby covenants and agrees to comply with its obligations as an "obligor" under the applicable provisions of the Trust Indenture Act of 1939, as amended.

ARTICLE V.

MISCELLANEOUS PROVISIONS

Section 5.1. Effective Date. This First Supplemental Indenture shall become effective upon execution and delivery hereof.

Section 5.2. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 5.3. Acceptance by Trustee. The Trustee accepts the Indenture, as supplemented by this First Supplemental Indenture, and agrees to perform the same upon the terms and conditions set forth therein as so supplemented. The Trustee shall not be responsible in any manner whatsoever for or in respect of execution hereof by the Company or Parent, or for or in respect of the recitals contained herein, all of which are made by the Company and Parent solely.

Section 5.4. Provisions Binding On Successors. All the covenants, stipulation, promises and agreements by the Company and Parent contained in this First Supplemental Indenture shall bind its successors and assigns whether so expressed or not.

Section 5.5. Severability. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.6. Governing Law. This First Supplemental Indenture shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof.

Section 5.7. Incorporation into Indenture. All provisions of this First Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as amended and supplemented by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

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IN WITNESS THEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year written above.

TEXAS INSTRUMENTS
INCORPORATED, as Guarantor

By: /s/ M. SAMUEL SELF

M. Samuel Self
Senior Vice President
and Controller

TEXAS INSTRUMENTS TUCSON
CORPORATION, as Issuer

By: /s/ M. SAMUEL SELF

M. Samuel Self
Treasurer

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee

By: /s/ JAMES E. LOGAN

Name: James E. Logan

Title: Vice President

EXHIBIT A

FORM OF NOTES

For Global Note only: UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (THE "DEPOSITARY", WHICH TERM INCLUDES ANY SUCCESSOR DEPOSITARY FOR THE CERTIFICATES) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT HEREIN IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE, OR OTHER. USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE NOTE EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1),(2),(3) OR (7) UNDER THE SECURITIES ACT) ("INSTITUTIONAL ACCREDITED INVESTOR"); (2) AGREES THAT IT WILL NOT, PRIOR TO EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO SALES OF THE NOTE EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION), RESELL OR OTHERWISE TRANSFER THE NOTE EVIDENCED HEREBY OR THE TEXAS INSTRUMENTS INCORPORATED COMMON STOCK ISSUABLE UPON CONVERSION OF SUCH NOTE EXCEPT (A) TO TEXAS INSTRUMENTS OR ANY SUBSIDIARY THEREOF, (B) INSIDE THE UNITED STATES TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THE NOTE EVIDENCED HEREBY (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM SUCH TRUSTEE OR A SUCCESSOR TRUSTEE, AS APPLICABLE), (D) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT,

(E) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (F) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT (AND WHICH CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER); (3) PRIOR TO SUCH TRANSFER (OTHER THAN A TRANSFER PURSUANT TO CLAUSE (2)(F) ABOVE), IT WILL FURNISH TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE, SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS THE TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT, SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT; AND (4) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THE NOTE EVIDENCED HEREBY IS TRANSFERRED (EXCEPT TRANSFERS PURSUANT TO CLAUSES 2(E) OR 2(F) ABOVE, OR PURSUANT TO RULE 144(K)) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THE NOTE EVIDENCED. HEREBY PRIOR TO THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO SALES OF THE NOTE EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION), THE HOLDER MUST CHECK THE APPROPRIATE BOX SET FORTH ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT THIS CERTIFICATE TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE). IF THE PROPOSED TRANSFEREE IS AN INSTITUTIONAL ACCREDITED INVESTOR OR IS A PURCHASER WHO IS NOT A U.S. PERSON, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO UNITED STATES TRUST COMPANY OF NEW YORK, AS TRUSTEE (OR A SUCCESSOR TRUSTEE, AS APPLICABLE), SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS SUCH TRUSTEE MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS LEGEND WILL BE REMOVED UPON THE EARLIER OF THE TRANSFER OF THE NOTE EVIDENCED HEREBY PURSUANT TO CLAUSES 2(E) OR (2)(F) ABOVE, OR UPON ANY TRANSFER OF THE NOTE EVIDENCED HEREBY UNDER RULE 144(K) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION). AS USED HEREIN, THE TERMS "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATIONS UNDER THE SECURITIES ACT.

TEXAS INSTRUMENTS TUCSON CORPORATION

4 1/4% CONVERTIBLE SUBORDINATED NOTES DUE 2007

CUSIP: 122 574 AD8

No. ------ $ ----------------

Texas Instruments Tucson Corporation, a corporation duly organized and validly existing under the laws of the State of Delaware (herein called the "Company", which term includes any successor corporation under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to Cede & Co., registered assigns, the principal sum of [____________________________] dollars ($______________) on February 15, 2007, at the office or agency of the Company maintained for that purpose in accordance with the terms of the Indenture, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, semi-annually on February 15 and August 15 of each year, commencing August 15, 2000, on said principal sum at said office or agency, in like coin or currency, at the rate per annum of 4 1/4%, from February 15 or August 15, as the case may be, next preceding the date of this Note to which interest has been paid or duly provided for, unless the date hereof is a date to which interest has been paid or duly provided for, in which case from the date of this Note, or unless no interest has been paid or duly provided for on the Notes, in which case from February 24, 2000, until payment of said principal sum has been made or duly provided for. Notwithstanding the foregoing, if the date hereof is after any February 1 or August 1, as the case may be, and before the following February 15 or August 15, this Note shall bear interest from such February 15 or August 15; provided, however, that if the Company shall default in the payment of interest due on such February 15 or August 15, then this Note shall bear interest from the next preceding February 15 or August 15 to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for on such Note, from February 24, 2000. Except as otherwise provided in the Indenture, the interest payable on the Note pursuant to the Indenture on any February 15 or August 15 will be paid to the Person entitled thereto as it appears in the Note register at the close of business on the record date, which shall be the February 1 or August 1 (whether or not a Business Day) next preceding such February 15 or August 15, as provided in the Indenture; provided, however, that any such interest not punctually paid or duly provided for shall be payable as provided in the Indenture. Interest may, at the option of the Company, be paid either (i) by check mailed to the registered address of such Person (provided that the holder of Notes with an aggregate principal amount in excess of $2,000,000 shall, at the written election of such holder, be paid by wire transfer of immediately available funds) or (ii) by transfer to an account maintained by such Person located in the United States; provided, however, that payments to the Depositary will be made by wire transfer of immediately available funds to the account of the Depositary or its nominee.

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions subordinating the payment of principal of and premium, if any, and interest on the Notes to the prior payment in full of all Senior

Indebtedness, as defined in the Indenture, and provisions giving the holder of this Note the right to convert this Note into common stock, par value $1.00 per share, of Texas Instruments Incorporated on the terms and subject to the limitations referred to on the reverse hereof and as more fully specified in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

TEXAS INSTRUMENTS TUCSON CORPORATION

By: ---------------------------------------

Name: -------------------------------------

Title: ------------------------------------

Attest: --------------------------------

Name: --------------------------------

Title: --------------------------------

Dated: --------------------------------

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within-named Indenture.
UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee

[By: ---------------------------------
Authorized Signatory
; or

By: ----------------------------------]
As Authenticating Agent
(if different from Trustee)

FORM OF REVERSE OF NOTE
TEXAS INSTRUMENTS TUCSON CORPORATION

4 1/4% CONVERTIBLE SUBORDINATED NOTES DUE 2007

This Note is one of a duly authorized issue of Notes of the Company, designated as its 4 1/4% Convertible Subordinated Notes due 2007 (herein called the "Notes"), limited to the aggregate principal amount of $287,500,000 all issued or to be issued under and pursuant to an Indenture dated as of February 24, 2000 (herein called the "Indenture"), between the Company and United States Trust Company of New York, as trustee (herein called the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Notes.

In case an Event of Default (as defined in the Indenture) shall have occurred and be continuing, the principal of, premium, if any, and accrued interest (including Liquidated Damages (as defined in the Registration Rights Agreement), if any) on all Notes may be declared by either the Trustee or the holders of not less than 25% in aggregate principal amount of the Notes then outstanding, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the holders of the Notes; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Note, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof or premium, if any, thereon, or reduce any amount payable upon redemption thereof, or impair the right of any Noteholder to institute suit for the payment thereof, or make the principal thereof or interest or premium, if any, thereon payable in any coin or currency other than that provided in the Notes, or modify the provisions of the Indenture with respect to the subordination of the Notes in a manner adverse to the Noteholders in any material respect, or change the obligation of the Company to redeem any Note upon the happening of a Fundamental Change (as defined in the Indenture) in a manner adverse to the holder of the Notes, or impair the right to convert the Notes into common stock, par value $1.00 per share ("Common Stock"), of Texas Instruments Incorporated, a Delaware corporation ("Parent"), subject to the terms set forth in the Indenture, including Section 15.6 thereof, without the consent of the holder of each Note so affected or (ii) reduce the aforesaid percentage of Notes, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all Notes then outstanding. Subject to the provisions of the Indenture, the holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the holders of all of the Notes waive any past default or Event of Default under the Indenture and its

consequences except a default in the payment of interest (including Liquidated Damages, if any) or any premium on, or the principal of, any of the Notes, or a failure by the Company and Parent to convert any Notes into Common Stock, or a default in the payment of the redemption price pursuant to Article Three of the Indenture, or a default in respect of a covenant or provisions of the Indenture which under Article Eleven of the Indenture cannot be modified without the consent of the holders of each or all Notes then outstanding or affected thereby. Any such consent or waiver by the holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such holder and upon all future holders and owners of this Note and any Notes which may be issued in exchange or substitution hereof, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

The indebtedness evidenced by the Notes is, to the extent and in the manner provided in the Indenture, expressly subordinated and subject in right of payment to the prior payment in full of all Senior Indebtedness of the Company, whether outstanding at the date of the Indenture or thereafter incurred, and this Note is issued subject to the provisions of the Indenture with respect to such subordination. Each holder of this Note, by accepting the same, agrees to and shall be bound by such provisions and authorizes the Trustee on its behalf to take such action as may be necessary or appropriate to effectuate the subordination so provided and appoints the Trustee his attorney-in-fact for such purpose.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest (including Liquidated Damages, if any) on this Note at the place, at the respective times, at the rate and in the coin or currency herein prescribed.

Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months.

The Notes are issuable in fully registered form, without coupons, in denominations of $1,000 principal amount and any integral multiple of $1,000. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, without payment of any service charge but with payment of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in connection with any registration or exchange of Notes, Notes may be exchanged for a like aggregate principal amount of Notes of any other authorized denominations.

The Notes will not be redeemable at the option of the Company prior to February 20, 2003. At any time on or after February 20, 2003, and prior to maturity, the Notes may be redeemed at the option of the Company, in whole or in part, upon notice as set forth in Section 3.2, at the following redemption prices (expressed as percentages of the principal amount), together in each case with accrued and unpaid interest, if any (including Liquidated Damages, if any) to, but excluding, the date fixed for redemption:

Period	Redemption Price
Beginning on February 20, 2003 and ending on February 14, 2004	102.429%
Beginning on February 15, 2004 and ending on February 14, 2005	101.821
Beginning on February 15, 2005 and ending on February 14, 2006	101.214
Beginning on February 15, 2006 and ending on February 14, 2007	100.607

and 100% on February 15, 2007; provided, however, that if the date fixed for redemption is on a February 15 or August 15, then the interest payable on such date shall be paid to the holder of record on the preceding February 1 or August 1, respectively.

The Company may not give notice of any redemption of the Notes if a default in the payment of interest or premium, if any, on the Notes has occurred and is continuing.

The Notes are not subject to redemption through the operation of any sinking fund.

If a Fundamental Change occurs at any time prior to maturity of the Notes, the Notes will be redeemable on the 30th day after notice thereof (the "Repurchase Date") at the option of the holder of the Notes at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to (but excluding) the date of redemption; provided, however, that, if such Repurchase Date is a February 15 or August 15, the interest payable on such date shall be paid to the holder of record of the Notes on the preceding February 1 or August 1, respectively. The Notes will be redeemable in multiples of $1,000 principal amount. The Company shall mail to all holders of record of the Notes a notice of the occurrence of a Fundamental Change and of the redemption right arising as a result thereof on or before the 10th day after the occurrence of such Fundamental Change. For this Note to be so redeemed at the option of the holder, the Company must receive at the office or agency of the Company maintained for that purpose in accordance with the terms of the Indenture, this Note with the form entitled "Option to Elect Repayment Upon a Fundamental Change" on the reverse hereof duly completed, together with this Note, duly endorsed for transfer, on or before the 30th day after the date of such notice of a Fundamental Change (or if such 30th day is not a Business Day, the immediately succeeding Business Day).

Subject to the provisions of the Indenture, the holder hereof has the right, at its option, at any time after the original issuance of any Notes through the close of business on the final maturity date of the Notes, or, as to all or any portion hereof called for redemption, prior to the close of business on the Business Day immediately preceding the date fixed for redemption (unless the Company shall default in payment due upon redemption thereof), to convert the principal hereof or any portion of such principal which is $1,000 or an integral multiple thereof into that number of shares of Common Stock (as such shares shall be constituted at the date of conversion) obtained by dividing the principal amount of this Note or portion thereof to be converted by the Conversion Price of $44.45, as may be adjusted from time to time as provided in the Indenture, upon surrender of this Note, together with a conversion notice as provided in the Indenture (the form entitled "Conversion Notice" on the reverse hereof), to the Company at the office or

agency of the Company maintained for that purpose in accordance with the terms of the Indenture, or at the option of such holder, the Corporate Trust Office, and, unless the shares issuable on conversion are to be issued in the same name as this Note, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the holder or by his duly authorized attorney. No adjustment in respect of interest on any Note converted or dividends on any shares issued upon conversion of such Note will be made upon any conversion except as set forth in the next sentence. If this Note (or portion hereof) is surrendered for conversion during the period from the close of business on any record date for the payment of interest to the close of business on the Business Day preceding the following interest payment date and either (x) has not been called for redemption on a redemption date that occurs during such period or (y) is not to be redeemed in connection with a Fundamental Change on a Repurchase Date that occurs during such period, this Note (or portion hereof being converted) must be accompanied by an amount, in New York Clearing House funds or other funds acceptable to the Company, equal to the interest payable on such interest payment date on the principal amount being converted; provided, however, that no such payment shall be required if there shall exist at the time of conversion a default in the payment of interest on the Notes. No fractional shares will be issued upon any conversion, but an adjustment and payment in cash will be made, as provided in the Indenture, in respect of any fraction of a share which would otherwise be issuable upon the surrender of any Note or Notes for conversion. A Note in respect of which a holder is exercising its right to require redemption upon a Fundamental Change may be converted only if such holder withdraws its election to exercise such right in accordance with the terms of the Indenture. Any Notes called for redemption, unless surrendered for conversion by the holders thereof on or before the close of business on the Business Day preceding the date fixed for redemption, may be deemed to be redeemed from the holders of such Notes for an amount equal to the applicable redemption price, together with accrued but unpaid interest (including Liquidated Damages, if any) to (but excluding) the date fixed for redemption, by one or more investment banks or other purchasers who may agree with the Company (i) to purchase such Notes from the holders thereof and convert them into shares of Common Stock and (ii) to make payment for such Notes as aforesaid to the Trustee in trust for the holders.

Upon due presentment for registration of transfer of this Note at the office or agency of the Company maintained for that purpose in accordance with the terms of the Indenture, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange thereof; subject to the limitations provided in the Indenture, without charge except for any tax, assessment or other governmental charge imposed in connection therewith.

The Parent, Company, the Trustee, any authenticating agent, any paying agent, any conversion agent and any Note registrar may deem and treat the registered holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Company or any Note registrar) for the purpose of receiving payment hereof, or on account hereof, for the conversion hereof and for all other purposes, and none of Parent, Company, the Trustee, any other authenticating agent, any paying agent, other

conversion agent or any Note registrar shall be affected by any notice to the contrary. All payments made to or upon the order of such registered holder shall, to the extent of the sum or sums paid, satisfy and discharge liability for monies payable on this Note.

Except as set forth in Article Seventeen of the Indenture, no recourse for the payment of the principal of or any premium or interest on this Note, or for any claim based hereon or otherwise in respect hereof, and no recourse under or upon any obligation, covenant or agreement of the Company or Parent in the Indenture or any supplemental indenture or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, officer or director or subsidiary, as such, past, present or future, of the Company, Parent or of any successor corporation, either directly or through the Company, Parent or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being, by acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

This Note shall be deemed to be a contract made under the laws of New York, and for all purposes shall be construed in accordance with the laws of New York, without regard to principles of conflicts of laws.

Terms used in this Note and defined in the Indenture are used herein as therein defined.

ABBREVIATIONS

The following abbreviations, when used in the inscription of the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common UNIF GIFT MIN ACT - _______ Custodian

________ TEN ENT - as tenant by the entireties (Cust)

(Minor) JT TEN - as joint tenants with right of survivorship and not as under Uniform Gifts to Minors Act tenants in common ___________________ (State)

Additional abbreviations may also be used though not in the above list.

CONVERSION NOTICE

TO: TEXAS INSTRUMENTS TUCSON CORPORATION
UNITED STATES TRUST COMPANY OF NEW YORK

The undersigned registered owner of this Note hereby irrevocably exercises the option to convert this Note, or the portion thereof (which is $1,000 or an integral multiple thereof) below designated, into shares of common stock, par value $1.00 per share ("Common Stock"), of Texas Instruments Incorporated in accordance with the terms of the Indenture referred to in this Note, and directs that the shares issuable and deliverable upon such conversion, together with any check in payment for fractional shares and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares or any portion of this Note not converted are to be issued in the name of a person other than the undersigned, the undersigned will provide the appropriate information below and pay all transfer taxes payable with respect thereto. Any amount required to be paid by the undersigned on account of interest accompanies this Note.

Dated:

- --------------------------

- --------------------------
Signature(s)

Signatures(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Note registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be-determined by the Note registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Signature Guarantee

Fill in the registration of shares of Common Stock if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

- ---------------------------------------
(Name)

- ---------------------------------------
(Street Address)

- ---------------------------------------
(City, State and Zip Code)

- ---------------------------------------
Please print name and address

Principal amount to be converted (if less than all):

$

Social Security or Other Taxpayer
Identification Number:

- ---------------------------------------

OPTION TO ELECT REPAYMENT

UPON A FUNDAMENTAL CHANGE

TO: TEXAS INSTRUMENTS TUCSON CORPORATION
UNITED STATES TRUST COMPANY OF NEW YORK

The undersigned registered owner of this Note hereby irrevocably acknowledges receipt of a notice from Texas Instruments Tucson Corporation (the "Company") as to the occurrence of a Fundamental Change with respect to Texas Instruments Incorporated, a Delaware corporation, and requests and instructs the Company to repay the entire principal amount of this Note, or the portion thereof (which is $1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Indenture referred to in this Note at the price of 100% of such entire principal amount or portion thereof, together with accrued interest to, but excluding, such repayment date, to the registered holder hereof.

Dated:

- --------------------------

- --------------------------
Signature(s)

NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever. Principal amount to be repaid (if less than all):

$

Social Security or Other Taxpayer Identification Number

ASSIGNMENT

For value received ___________ hereby sell(s) assign(s) and transfer(s) unto _______________________________ (Please insert a security or other Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints ___________________________ attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the Note prior to the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision) (other than any transfer pursuant to a registration statement that has been declared effective under the Securities Act), the undersigned confirms that such Note is being transferred:

[ ] To Texas Instruments Incorporated or a subsidiary thereof; or

[ ] Inside the United States pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended; or

[ ] Inside the United States to an Institutional Accredited Investor pursuant to and in compliance with the Securities Act of 1933, as amended; or

[ ] Outside the Unites States in compliance with Rule 904 under the Securities Act;

or

[ ] Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended;

and unless the box below is checked, the undersigned confirms that such Note is not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act of 1933, as amended (an "Affiliate").

[ ] The transferee is an Affiliate of the Company.

Dated: ----------------------

Signature(s)

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Note registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Signature Guarantee

NOTICE: The signature of the conversion notice, the option to elect repayment upon a Fundamental Change or the assignment must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

EXHIBIT 5

August 25, 2000

Texas Instruments Incorporated
Texas Instruments Tucson Corporation
12500 TI Boulevard
P.O. Box 660199
Dallas, Texas 75266-0199

Ladies and Gentlemen:

We have acted as counsel to Texas Instruments Incorporated, a Delaware corporation (the "Company"), and Texas Instruments Tucson Corporation, a Delaware corporation formerly known as Burr-Brown Corporation (the "Subsidiary"), in connection with the preparation and filing by the Company and the Subsidiary with the Securities and Exchange Commission of a Registration Statement on Form S-3 (as amended, the "Registration Statement") under the Securities Act of 1933, as amended, relating to the registration of the Subsidiary's 4 1/4% Convertible Subordinated Notes due 2007 (the "Notes"), the Company's full and unconditional guarantee of the Notes (the "Guarantee") and the proposed offering of up to 5,624,784 shares of the common stock, $1.00 par value, of the Company (the "Shares"), upon conversion of the Notes in accordance with the terms of that certain Indenture (the "Original Indenture"), dated as of February 24, 2000, between Subsidiary and United States Trust Company of New York, a New York corporation, as trustee (the "Trustee"), as amended by that certain First Supplemental Indenture, dated August 24, 2000, among the Company, Subsidiary and the Trustee (the "First Supplemental Indenture", together with the Original Indenture, the "Indenture").

In so acting, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Certificates of Incorporation of the Company and the Subsidiary and such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company and the Subsidiary, and have made such inquiries of such officers and representatives as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company and the Subsidiary.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. The Notes have been duly and validly authorized, executed and delivered by the Subsidiary and constitute legal, valid and binding obligations of the Subsidiary, enforceable against the Subsidiary in accordance with their terms and the terms of the Indenture, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2. The Guarantee has been duly and validly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms and the terms of the Indenture, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3. The Shares are duly authorized and, when issued and delivered to the holders of the Notes in exchange for their Notes in accordance with the terms of the Indenture, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus forming a part of the Registration Statement.

Very truly yours,

/s/ WEIL, GOTSHAL & MANGES LLP

EXHIBIT 8

August 25, 2000

Texas Instruments Incorporated
7839 Churchill Way, M/S 3995
Dallas, Texas 75251

Re: 4-1/4% CONVERTIBLE SUBORDINATED NOTES DUE 2007

Ladies and Gentlemen:

We have acted as counsel to Texas Instruments Incorporated, a Delaware corporation (the "Company"), in connection with the preparation and filing by the Company and Burr-Brown Corporation, a Delaware corporation ("Burr-Brown") with the Securities and Exchange Commission of the Company's and Burr-Brown's Registration Statement on Form S-3 on August 25, 2000 (together with the exhibits thereto, the "Registration Statement"), relating to the registration of the 4-1/4% Convertible Subordinated Notes due 2007 of Burr-Brown (collectively, the "Securities") and the shares of Company common stock, par value $1.00 per share, issuable upon conversion of the Securities.

In so acting, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Registration Statement, including the prospectus which is a part thereof (the "Prospectus") and such corporate records, agreements, documents and other instruments (the aforementioned documents together, the "Documents"), and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth. In such examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents, the genuineness of all signatures, and the correctness of all representations made therein. (The terms of the Documents are incorporated herein by reference.) We have further assumed that the final executed Documents will be substantially the same as those which we have reviewed and that there are no agreements or understandings between or among the parties to the Documents with respect to the transactions contemplated therein other than those contained in the Documents.

Based on the foregoing, subject to the next succeeding paragraph, and assuming full compliance with all the terms of the Documents, it is our opinion that the discussion included in the Prospectus under the caption "United States Federal Income Tax Considerations," insofar as it constitutes statements of law or legal conclusions and except to the extent qualified therein, is accurate in all material respects.

Our opinion is based on current provisions of the Internal Revenue Code of 1986, as amended, the Treasury Regulations promulgated thereunder, published pronouncements of the Internal Revenue Service and case law, any of which may be changed at any time with retroactive effect. Any change in applicable laws or facts, or any change or inaccuracy in the statements, facts or assumptions on which we have relied, may affect the continuing validity of the opinion set forth herein. We assume no responsibility to inform you of any such change or inaccuracy that may occur or come to our attention. No opinion is expressed on any matters other than those specifically covered by the foregoing opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ WEIL, GOTSHAL & MANGES LLP

EXHIBIT 23(a)

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-3 and related prospectus of Texas Instruments Incorporated and Texas Instruments Tucson Corporation for the registration of 4 1/4% convertible subordinated notes due 2007 of Texas Instruments Tucson Corporation, the guarantee of Texas Instruments Incorporated and common stock of Texas Instruments Incorporated, and to the incorporation by reference therein of our reports dated January 24, 2000, with respect to the consolidated financial statements of Texas Instruments Incorporated included in its proxy statement for the 2000 annual meeting of stockholders and incorporated by reference in its annual report on Form 10-K for the year ended December 31, 1999 and the related financial statement schedule, as amended, included in Form 10-K/A, filed with the Securities and Exchange Commission.

Dallas, Texas
August 22, 2000

EXHIBIT 23(b)

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of Texas Instruments Incorporated and Texas Instruments Tucson Corporation (formerly Burr-Brown Corporation) for the registration of $250,000,000 convertible subordinated notes and to the incorporation by reference therein of our report dated January 17, 2000, with respect to the consolidated financial statements of Texas Instruments Tucson Corporation included in its Annual Report (Form 10-K) for the year ended December 31, 1999, filed with the Securities and Exchange Commission.

Ernst & Young LLP

Tucson, Arizona
August 25, 2000