

ENVIVIO INC  
Form 4  
October 29, 2015

**FORM 4**

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

OMB APPROVAL

OMB Number: 3235-0287  
Expires: January 31, 2015  
Estimated average burden hours per response... 0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
Crescendo Ventures IV, LLC

(Last) (First) (Middle)

C/O CRESCENDO  
VENTURES, 600 HANSEN WAY

(Street)

PALO ALTO, CA 94304

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol  
ENVIVIO INC [ENVI]

3. Date of Earliest Transaction  
(Month/Day/Year)  
10/27/2015

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

\_\_\_ Director \_\_\_X\_\_\_ 10% Owner  
\_\_\_ Officer (give title below) \_\_\_ Other (specify below)

6. Individual or Joint/Group Filing(Check Applicable Line)  
\_\_\_ Form filed by One Reporting Person  
\_X\_ Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)	
			Code	V	Amount	(A) or (D)	Price	
Common Stock	10/27/2015		U		437,604	D	\$ 4.1 0	By Crescendo Holdings IV, LLC <sup>(1)</sup>
Common Stock	10/27/2015		U		106,656	D	\$ 4.1 0	By Crescendo IV AG & Co. Beteiligungs KG <sup>(2)</sup>
Common Stock	10/27/2015		U		187,802	D	\$ 4.1 0	By Crescendo IV Coinvestment Fund, LLC <sup>(3)</sup>

Common Stock	10/27/2015		U	10,263	D	\$ 4.1	0	I	By Crescendo IV Entrepreneur Fund A, L.P. <u>(4)</u>
Common Stock	10/27/2015		U	25,284	D	\$ 4.1	0	I	By Crescendo IV Entrepreneur Fund, L.P. <u>(5)</u>
Common Stock	10/27/2015		U	2,547,211	D	\$ 4.1	0	I	By Crescendo IV, L.P. <u>(6)</u>

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

SEC 1474  
(9-02)

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned**  
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of Derivative Securities Beneficially Owned (Instr. 6)
				Code	V (A) (D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Crescendo Ventures IV, LLC C/O CRESCENDO VENTURES 600 HANSEN WAY PALO ALTO, CA 94304		X		
Crescendo German Investments IV, LLC C/O CRESCENDO VENTURES 600 HANSEN WAY		X		

PALO ALTO, CA 94304

Crescendo IV Coinvestment Fund, LLC  
 C/O CRESCENDO VENTURES X  
 600 HANSEN WAY  
 PALO ALTO, CA 94304

Crescendo IV AG & Co. Beteiligungs KG  
 C/O CRESCENDO VENTURES X  
 600 HANSEN WAY  
 PALO ALTO, CA 94304

CRESCENDO IV LP  
 C/O CRESCENDO VENTURES X  
 600 HANSEN WAY  
 PALO ALTO, CA 94304

Crescendo Holdings IV, LLC  
 C/O CRESCENDO VENTURES X  
 600 HANSEN WAY  
 PALO ALTO, CA 94304

CRESCENDO IV ENTREPRENEURS FUND A LP  
 C/O CRESCENDO VENTURES X  
 600 HANSEN WAY  
 PALO ALTO, CA 94304

Crescendo IV Entrepreneurs Fund, LP  
 C/O CRESCENDO VENTURES X  
 600 HANSEN WAY  
 PALO ALTO, CA 94304

## Signatures

/s/ R. David Spreng, Managing Member 10/29/2015  
 \_\_Signature of Reporting Person Date

/s/ R. David Spreng, Managing Member 10/29/2015  
 \_\_Signature of Reporting Person Date

/s/ R. David Spreng, Managing Member 10/29/2015  
 \_\_Signature of Reporting Person Date

/s/ R. David Spreng, Managing Member of Crescendo German Investments IV, LLC, its  
 General Partner 10/29/2015  
 \_\_Signature of Reporting Person Date

/s/ R. David Spreng, Managing Member of Crescendo Ventures IV, LLC, its General Partner 10/29/2015  
 \_\_Signature of Reporting Person Date

/s/ R. David Spreng, Managing Member of Crescendo Ventures IV, LLC, its Manager 10/29/2015

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\_\_Signature of Reporting Person

Date

/s/ R. David Spreng, Managing Member of Crescendo Ventures IV, LLC, its General Partner

10/29/2015

\_\_Signature of Reporting Person

Date

/s/ R. David Spreng, Managing Member of Crescendo Ventures IV, LLC, its General Partner

10/29/2015

\_\_Signature of Reporting Person

Date

## Explanation of Responses:

\* If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) Consists of shares owned by Crescendo Holdings IV, LLC ("Crescendo Holdings"). Crescendo Ventures IV, LLC ("Crescendo Ventures"), as the Manager of Crescendo Holdings, may be deemed to beneficially own the shares owned by Crescendo Holdings. Mr Spreng and Crescendo Ventures disclaim beneficial ownership of the shares owned by Crescendo Holdings except to the extent of his or its pecuniary interest therein.

(2) Consists of shares owned by Crescendo IV AG & Co., Beteiligungs KG ("Crescendo KG"). Crescendo German Investments IV, LLC ("Crescendo GI"), as the Managing Partner of Crescendo KG, may be deemed to beneficially own the shares owned by Crescendo KG. Mr Spreng and Crescendo GI disclaim beneficial ownership of the shares owned by Crescendo KG except to the extent of his or its pecuniary interest therein.

(3) Consists of shares owned by Crescendo IV Coinvestment Fund, LLC ("Crescendo Coinvestment"). Mr Spreng as the Managing Member of Crescendo Coinvestment, may be deemed to beneficially own the shares owned by Crescendo Coinvestment. Mr Spreng disclaims beneficial ownership of the shares owned by Crescendo Coinvestment except to the extent of his or its pecuniary interest therein.

(4) Consists of shares owned by Crescendo IV Entrepreneur Fund A, L.P. ("Crescendo EFA"). Crescendo Ventures, as the General Partner of Crescendo EFA, may be deemed to beneficially own the shares owned by Crescendo EFA. Mr Spreng and Crescendo Ventures disclaim beneficial ownership of the shares owned by Crescendo EFA except to the extent of his or its pecuniary interest therein.

(5) Consists of shares owned by Crescendo IV Entrepreneur Fund, L.P. ("Crescendo EF"). Crescendo Ventures, as the General Partner of Crescendo EF, may be deemed to beneficially own the shares owned by Crescendo EF. Mr Spreng and Crescendo Ventures disclaim beneficial ownership of the shares owned by Crescendo EF except to the extent of his or its pecuniary interest therein.

(6) Consists of shares owned by Crescendo IV, L.P. ("Crescendo IV"). Crescendo Ventures, as the General Partner of Crescendo IV, may be deemed to beneficially own the shares owned by Crescendo IV. Mr Spreng and Crescendo Ventures disclaim beneficial ownership of the shares owned by Crescendo IV except to the extent of his or its pecuniary interest therein.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. m" style="border-bottom: 1px solid #000000"> **Predecessor Two-Month**

**Ten-Month**

**Period Ended**

**Period Ended**

**Year Ended**

**December 31,**

**October 25,**

**December 31,**

**2009 2009 2008**

Unrecognized tax benefits, balance at the beginning

\$ 2,874 \$ 2,293 \$ 1,593

Additions based on tax positions related to the current year

33

Additions for tax positions of prior years

123 635 748

Reductions for tax positions of prior years

(18 ) (88 ) (64 )

Explanation of Responses:

Settlements

Lapse of statute of limitations

Translation adjustment

1 16

Unrecognized tax benefits, balance at the ending

\$ 2,979 \$ 2,874 \$ 2,293

**23. Geographic and Segment Information**

On October 6, 2008, the Company announced the closure of its Imaging Solutions business segment, subject to support for existing customers. As of December 31, 2008, the Imaging Solutions business segment qualified as a discontinued operation component of the Company under ASC 360. As a result, the results of operations of the Imaging Solutions business and reportable segment have been classified as discontinued operations. Accordingly, the Company has restated prior periods segment information to conform to the current presentation.

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**Table of Contents****MagnaChip Semiconductor Corporation and Subsidiaries****Notes to Consolidated Financial Statements (Continued)**  
**(Tabular dollars in thousands, except share/unit data)**

The following sets forth information relating to the reportable segments:

	<b>Successor</b>		<b>Predecessor</b>	
	<b>Two-Month</b>	<b>Ten-Month</b>	<b>Year Ended</b>	<b>Year Ended</b>
	<b>Period Ended</b>	<b>Period Ended</b>	<b>December 31,</b>	<b>December 31,</b>
	<b>December 31,</b>	<b>October 25,</b>	<b>December 31,</b>	<b>December 31,</b>
	<b>2009</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
<b>Net Sales</b>				
Display Solutions	\$ 51,044	\$ 231,894	\$ 304,095	\$ 331,684
Semiconductor Manufacturing				
Services	54,759	206,662	287,111	321,034
Power Solutions	4,746	7,627	5,437	
All other	533	2,801	5,021	56,790
<b>Total segment net sales</b>	<b>\$ 111,082</b>	<b>\$ 448,984</b>	<b>\$ 601,664</b>	<b>\$ 709,508</b>
<b>Gross Profit</b>				
Display Solutions	\$ 8,747	\$ 61,788	\$ 57,386	\$ 41,524
Semiconductor Manufacturing				
Services	10,657	71,825	98,411	67,127
Power Solutions	736	1,431	(4,272)	
All other	534	2,801	4,885	22,000
<b>Total segment gross profit</b>	<b>\$ 20,674</b>	<b>\$ 137,845</b>	<b>\$ 156,410</b>	<b>\$ 130,651</b>

The following is a summary of net sales by region, based on the location of the customer:

	<b>Successor</b>		<b>Predecessor</b>	
	<b>Two-Month</b>	<b>Ten-Month</b>	<b>Year Ended</b>	<b>Year Ended</b>
	<b>Period Ended</b>	<b>Period Ended</b>	<b>December 31,</b>	<b>December 31,</b>
	<b>December 31,</b>	<b>October 25,</b>	<b>December 31,</b>	<b>December 31,</b>
	<b>2009</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
Korea	\$ 62,241	\$ 244,309	\$ 301,006	\$ 404,276
Asia Pacific	25,573	116,920	144,482	155,488
Japan	6,477	31,641	79,892	71,211
North America	14,910	48,458	61,346	58,506
Europe	1,881	7,656	14,938	20,027
	<b>\$ 111,082</b>	<b>\$ 448,984</b>	<b>\$ 601,664</b>	<b>\$ 709,508</b>

Over 99% of the Company's property, plant and equipment are located in Korea as of December 31, 2009.

Net sales from the Company's top ten largest customers accounted for 66%, 69%, 63% and 63% for the two-month period ended December 31, 2009, for the ten-month period ended October 25, 2009 and for the years ended December 31, 2008 and 2007, respectively.

The Company recorded \$25.3 million, \$121.5 million, \$152.4 million and \$182.6 million of sales to one customer within its Display Solutions segment, which represents greater than 10% of net sales, for the two-month period ended December 31, 2009, for the ten-month period ended October 25, 2009 and for the years ended December 31, 2008 and 2007, respectively.

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**Table of Contents****MagnaChip Semiconductor Corporation and Subsidiaries****Notes to Consolidated Financial Statements (Continued)  
(Tabular dollars in thousands, except share/unit data)****24. Commitments and Contingencies*****Operating Agreements with Hynix***

In connection with the acquisition of the non-memory semiconductor business from Hynix on October 4, 2004 (the Original Acquisition), the Company entered into several agreements with Hynix, including a non-exclusive cross license that provides the Company with access to certain of Hynix's intellectual property for use in the manufacture and sale of non-memory semiconductor products. The Company also agreed to provide certain utilities and infrastructure support services to Hynix. The obligation to provide certain of these services lasts indefinitely.

Upon the closing of the Original Acquisition, MagnaChip Korea and Hynix also entered into lease agreements under which MagnaChip Korea leases space from Hynix in several buildings, primarily warehouses and utility facilities, in Cheongju, Korea. These leases are generally for an initial term of 20 years plus an indefinite number of renewal terms of 10 years each. Each of the leases is cancelable upon 90 days' notice by the lessee. The Company also leases certain land from Hynix located in Cheongju, Korea. The term of this lease is indefinite unless otherwise agreed by the parties, and as long as the buildings remain on the lease site and are owned and used by the Company for permitted uses.

***Operating Leases***

The Company leases land, office building and equipment under various operating lease agreements that expire through 2034. Rental expenses were approximately \$2,472 thousand, \$11,775 thousand, \$13,380 thousand and \$11,614 thousand for the two-month period ended December 31, 2009, for the ten-month period ended October 25, 2009 and for the years ended December 31, 2008 and 2007, respectively.

As of December 31, 2009, the minimum aggregate rental payments due under non-cancelable lease contracts are as follows:

2010	6,840
2011	1,883
2012	1,883
2013	1,883
2014	1,883
2015 and thereafter	37,244
	\$ 51,616

***Payments of Guarantee***

As of December 31, 2009 and 2008, the Company has provided guarantees for bank loans that employees borrowed to participate in the issuance of new shares of Hynix in 1999. The outstanding balances of guarantees for payments



provided by the Company amounted to approximately \$163 thousand and \$138 thousand as of December 31, 2009 and 2008, respectively.

***Loss Contingency***

Samsung Fiber Optics has made a claim against the Company for the infringement of the certain patent rights of Caltech in relation to imaging sensor products provided by the Company to Samsung Fiber Optics. The Company believes it is probable that the pending claim will have an unfavorable outcome and further believes the associated loss can be reasonably estimated according

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**Table of Contents****MagnaChip Semiconductor Corporation and Subsidiaries****Notes to Consolidated Financial Statements (Continued)  
(Tabular dollars in thousands, except share/unit data)**

to ASC 450 Contingencies (ASC 450). The Company accrued \$718 thousand of estimated liabilities as of October 25 and December 31, 2009 as the Company believes its accrual of \$718 thousand is its best estimate if the final outcome is unfavorable. Estimation was based on the Company's most recent communication with Samsung Fiber Optics. Accordingly, the Company cannot provide assurance that the estimated liabilities will be realized, and actual results could vary materially.

**25. Related Party Transactions*****Stockholders***

Funds affiliated with Avenue Capital Management II, L.P. are the majority stockholders of the Company, owning 69.8% of the common stock outstanding at December 31, 2009.

***Backstop Commitment Agreement***

Funds affiliated with Avenue Capital Management II, L.P. were paid an amount in new common stock equal to 10% of the new common stock (the standby commitment fee), or 3,750 thousand shares. The standby commitment fee was deemed fully earned and payable upon the Reorganization Effective Date, regardless of whether the offering was fully subscribed by eligible holders of the second lien noteholder claims.

***Loans to employees***

Loans to employees as of December 31, 2009 and 2008 were as follows:

	<b>Successor December 31, 2009</b>	<b>Predecessor December 31, 2008</b>
Short-term loans	\$ 40	\$ 94
Long-term loans	45	46
Total	\$ 85	\$ 140

***New Term Loan***

A portion of the new term loan equal to \$42,055 thousand was borrowed from Avenue Investments, LP, which is an affiliate of Avenue Capital Management II, L.P., and related interest expense of \$822 thousand was recorded in relation to this new term loan and remains as accrued interest as of December 31, 2009.

***Warrants***

Funds affiliated with Avenue Capital Management II, L.P. own warrants for the purchase of 556 thousand common shares out of the total warrants for the purchase of 1,875 thousand shares outstanding as of December 31, 2009.

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**Table of Contents****MagnaChip Semiconductor Corporation and Subsidiaries****Notes to Consolidated Financial Statements (Continued)**  
**(Tabular dollars in thousands, except share/unit data)****26. Earnings (loss) per Share/Unit**

The following table illustrates the computation of basic and diluted earnings (loss) per common share/unit:

	<b>Successor Two-Month Period Ended December 31, 2009</b>	<b>Ten-Month Period Ended October 25, 2009</b>	<b>Predecessor Year Ended December 31, 2008</b>	<b>Year Ended December 31, 2007</b>
Income (loss) from continuing operations	\$ (2,473)	\$ 834,520	\$ (325,839)	\$ (128,826)
Income (loss) from discontinued operations, net of taxes	510	6,586	(91,455)	(51,724)
Net income (loss)	(1,963)	841,116	(417,294)	(180,550)
Dividends accrued on preferred unitholders		(6,317)	(13,264)	(12,031)
Income (loss) from continuing operations attributable to common stock/units	\$ (2,473)	\$ 828,203	\$ (339,103)	\$ (140,857)
Net income (loss) attributable to common stock/units	\$ (1,963)	\$ 834,789	\$ (430,558)	\$ (192,581)
Weighted average common stock/units outstanding	37,607,846	52,923,483	52,768,614	52,297,192
Basic and diluted earnings (loss) per share/unit from continuing operations	\$ (0.07)	\$ 15.65	\$ (6.43)	\$ (2.69)
Basic and diluted earnings (loss) per share/unit from discontinued operations	0.02	0.12	(1.73)	(0.99)
Basic and diluted net earnings (loss) per share/unit	\$ (0.05)	\$ 15.77	\$ (8.16)	\$ (3.68)

The following outstanding redeemable convertible preferred units, stock/unit options, restricted stock/units and warrants were excluded from the computation of diluted earnings (loss) per share/unit, as they would have an anti-dilutive effect on the calculation:

	<b>Successor Two-Month Period Ended December 31, 2009</b>	<b>Ten-Month Period Ended October 25, 2009</b>	<b>Predecessor Year Ended December 31, 2008</b>	<b>Year Ended December 31, 2007</b>
Redeemable convertible preferred units	NA	93,997	93,997	93,997
Options	1,920,625	3,825,100	4,216,600	4,916,840
Restricted Stock/Units	584,430			268,343
Warrants	1,875,015			

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**MagnaChip Semiconductor Corporation and Subsidiaries**

**Notes to Consolidated Financial Statements (Continued)**  
**(Tabular dollars in thousands, except share/unit data)**

**27. Subsequent Events**

The Company has evaluated subsequent events requiring recognition or disclosure in the consolidated financial statements during the period from January 1, 2010 through June 3, 2010, the date the consolidated financial statements were available to be issued.

***A. Cash Flow Hedge Transactions***

Effective January 11, 2010, the Company's Korean subsidiary entered into option and forward contracts to hedge the risk of changes in the functional-currency-equivalent cash flows attributable to currency rate changes on U.S. dollar denominated revenues. Total notional amounts for the options and forward contracts were \$50,000 thousand and \$135,000 thousand, respectively, and monthly settlements for the contracts will be made from February to December 2010.

***B. Issuance of \$250 million of Senior Notes and Applications of Net Proceeds (Unaudited)***

On April 9, 2010 the Company's Luxembourg subsidiary and United States finance subsidiary completed the sale of \$250 million in aggregate principal amount of 10.500% senior notes due 2018. Of the \$239.6 million of net proceeds, \$130.7 million was used to make a distribution to the Company's unitholders and \$61.8 million was used to repay all outstanding borrowings under the term loan. The remaining proceeds were retained to fund working capital and for general corporate purposes.

***C. Corporate Conversion***

In connection with the Company's initial public offering (IPO), prior to the effectiveness of its registration statement, the Company's board of directors and the holders of a majority of its outstanding common units will elect to convert the Company from a Delaware limited liability company to a Delaware corporation (the Corporation). In connection with the corporate conversion, outstanding common units of the Company will be automatically converted into shares of common stock of the Corporation, outstanding options to purchase common units of the Company will be automatically converted into options to purchase shares of common stock of the Corporation and outstanding warrants to purchase common units of the Company will be automatically converted into warrants to purchase shares of common stock of the Corporation, all at a ratio of eight-for-one. The consolidated financial statements as of December 31, 2009 and for the two-month period ended December 31, 2009 give retroactive effect to the corporate conversion.

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**MagnaChip Semiconductor Corporation**  
Depository Shares

Representing      Shares of Common Stock

**Goldman, Sachs & Co.**

**Barclays Capital**

**Deutsche Bank Securities**

**Citi**

**UBS Investment Bank**

**Through and including      , 2010 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.**

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**Table of Contents****PART II****INFORMATION NOT REQUIRED IN PROSPECTUS****ITEM 13. *Other Expenses of Issuance and Distribution.***

The following table sets forth all expenses other than the underwriting discount, payable by the registrant in connection with the sale of the common stock being registered. All amounts shown are estimates except for the SEC registration fee.

SEC Registration Fee	\$	*
FINRA Fees	\$	25,500
New York Stock Exchange Listing Fee	\$	*
Legal Fees and Expenses	\$	2,500,000
Printing Expenses	\$	395,000
Blue Sky Fees	\$	20,000
Transfer Agent's Fees	\$	12,500
Accounting Fees and Expenses	\$	2,700,000
Miscellaneous	\$	*
 Total	 \$	 *

\* To be provided by amendment

**ITEM 14. *Indemnification of Officers and Directors.***

Section 145 of the Delaware General Corporation Law (DGCL) provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party or who is threatened to be made a party by reason of such person being or having been a director, officer, employee of or agent to the registrant. The statute provides that it is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

As permitted by the DGCL, our certificate of incorporation includes a provision that eliminates the personal liability of our directors for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability is not permitted by DGCL.

As permitted by the DGCL, our bylaws provide that (1) we are required to indemnify our directors and officers to the fullest extent permitted by the DGCL, subject to certain exceptions; (2) we are permitted to indemnify our other employees and agents to the extent that we indemnify our officers and directors; (3) we are required to advance expenses, as incurred, to our directors and officers in connection with any legal proceeding, subject to certain exceptions; and (4) the rights conferred in our bylaws are not exclusive.

We intend to enter into indemnification agreements with our directors and officers. The indemnification agreements will provide for indemnification and advancement of expenses to our directors and officers under certain circumstances for acts or omissions to the extent permissible under Delaware law. We also obtained directors' and



officers liability insurance, which insures against liabilities that our directors or officers may incur in such capacities. At present, we are not aware of any pending or threatened litigation or proceeding involving any of our directors, officers, employees or agents in which indemnification would be required or permitted. We believe that our charter and bylaw provisions are necessary to attract and retain qualified persons as directors and officers.

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**Item 15. *Recent Sales of Unregistered Securities.***

The following relates to sales of securities that have occurred since January 1, 2007 and that have not been registered under the Securities Act:

Prior to the effectiveness of the registration statement of which this prospectus is a part, we will convert from a Delaware limited liability company into a Delaware corporation. At the time of the corporate conversion, all of the outstanding common units of MagnaChip Semiconductor LLC will be automatically converted into shares of our common stock and all of the outstanding warrants to purchase common units of MagnaChip Semiconductor LLC will be automatically converted into warrants to purchase shares of our common stock. The issuance of common stock and warrants to purchase common stock to our members in the corporate conversion will be exempt from registration under the Securities Act by virtue of the exemption provided under Section 3(a)(9) thereof as the common stock and warrants will be exchanged by us with our existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange. The issuance of common stock and warrants will also be exempt from registration under the Securities Act by virtue of Section 4(2) thereof as a transaction not involving a public offering or, with respect to certain of our existing security holders, Regulation S thereof as an issuance to non-U.S. persons in transactions that will take place outside of the U.S. In addition, as part of our corporate conversion, we will convert outstanding options to purchase common units of MagnaChip Semiconductor LLC into options to purchase shares of our common stock. The issuance of such options to purchase shares of our stock pursuant to such corporate conversion will be exempt from registration in reliance upon exemptions from the registration requirements provided by Rule 701 under the Securities Act relating to transactions occurring under compensatory benefit plans or provided by Regulation S to non-U.S. persons in transactions that will take place outside of the U.S.

In April 2010, our subsidiaries, MagnaChip Semiconductor S.A. and MagnaChip Semiconductor Finance Company, sold (and certain of our subsidiaries guaranteed) \$250 million aggregate principal amount of 10.500% senior notes due 2018. We received net proceeds of \$238.8 million pursuant to the sale of such notes. The initial purchasers of the foregoing notes were Goldman, Sachs & Co., Barclays Capital Inc., Deutsche Bank Securities Inc., Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and UBS Securities LLC. The issuance of the notes to the initial purchasers was made in reliance on Section 4(2) under the Securities Act and the notes were subsequently resold by the initial purchasers pursuant to Rule 144A and Regulation S thereunder.

In March 2010, we issued to our director Nader Tavakoli a restricted unit bonus for 150,000 common units pursuant to the MagnaChip Semiconductor LLC 2009 Common Unit Plan. In March 2010, we also issued to certain of our directors and employees options to purchase up to 914,000 common units pursuant to the MagnaChip Semiconductor LLC 2009 Common Unit Plan at an exercise price of \$2.12 per unit. The issuance of such restricted unit bonuses and options to purchase our common units was exempt from registration in reliance upon exemptions from the registration requirements provided by Rule 701 under the Securities Act relating to transactions occurring under compensatory benefit plans or provided by Regulation S to non-U.S. persons in transactions that took place outside of the U.S.

In December 2009, we issued to certain of our employees restricted unit bonuses for an aggregate of 7,084,000 common units pursuant to the MagnaChip Semiconductor LLC 2009 Common Unit Plan. In December 2009, we also issued to certain of our employees options to purchase up to 15,365,000 common units pursuant to the MagnaChip Semiconductor LLC 2009 Common Unit Plan at an exercise price of \$1.16 per unit. The issuance of such restricted unit bonuses and options to purchase our common units was exempt from registration in reliance upon exemptions from the registration requirements provided by Rule 701 under the Securities Act relating to transactions occurring under compensatory benefit plans or provided by Regulation S to non-U.S. persons in transactions that took place outside of the U.S.



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In November 2009, in connection with our emergence from reorganization proceedings, we issued an aggregate of 17,999,996 common units and warrants to purchase 15,000,000 common units to certain of our former creditors in satisfaction and retirement of their claims. The issuance of such common units and warrants and the distribution thereof was exempt from registration under applicable securities laws pursuant to Section 1145(a) of the U.S. Bankruptcy Code.

In November 2009, in connection with our emergence from reorganization proceedings, we issued an aggregate of 252,000,000 common units in a rights offering to affiliated funds of Avenue Capital Management II, L.P. and certain of our other former creditors who were accredited investors, as defined in Regulation D of the Securities Act, for an aggregate purchase price of \$35,280,000. In connection with such rights offering we issued an additional 30,000,000 common units to affiliated funds of Avenue Capital Management II, L.P. as payment of a backstop commitment fee payable pursuant to our Chapter 11 plan of reorganization. The sale and issuance of such securities was exempt from registration under applicable securities laws pursuant to Section 4(2) of the Securities Act and Regulation D promulgated thereunder.

On July 4, 2008, one of our former employees exercised options to acquire 4,375 of our common units at a purchase price of \$12,040.87. The issuance of these securities was exempt from registration under Section 4(2) of the Securities Act, by reason of the fact that the offering was a limited private placement to one knowledgeable investor who agreed not to resell the securities to the public.

On April 14, 2008, one of our former executives exercised options to acquire 143,272.50 of our common units at a purchase price of \$143,272.50. Because the offering transaction took place outside the U.S. and the optionee was not a U.S. person, the issuance of these securities was exempt from registration under Regulation S.

On March 12, 2008, one of our former employees exercised options to acquire 2,437.50 of our common units at a purchase price of \$7,312.50. Because the offering transaction took place outside the U.S. and the optionee was not a U.S. person, the issuance of these securities was exempt from registration under Regulation S.

On February 19, 2008, two of our former employees exercised options to acquire 11,375 of our common units for an aggregate purchase price of \$20,890. Because the offering transactions took place outside the U.S. and neither of the optionees was a U.S. person, the issuance of these securities was exempt from registration under Regulation S.

On December 24, 2007, one of our former executives exercised options to acquire 12,500 of our common units at a purchase price of \$37,500. Because the offering transaction took place outside the U.S. and the optionee was not a U.S. person, the issuance of these securities was exempt from registration under Regulation S.

On October 25, 2007, one of our former employees exercised options to acquire 1,500 of our common units at a purchase price of \$3,000. Because the offering transaction took place outside the U.S. and the optionee was not a U.S. person, the issuance of these securities was exempt from registration under Regulation S.

On August 22, 2007, one of our former executives exercised options to acquire 30,937.50 of our common units at a purchase price of \$30,937. Because the offering transaction took place outside the U.S. and the optionee was not a U.S. person, the issuance of these securities was exempt from registration under Regulation S.

On May 4, 2007, one of our former executives exercised options to acquire 80,000 of our common units for an aggregate purchase price of \$80,000. The issuance of these securities was exempt from registration under Section 4(2) of the Securities Act, by reason of the fact that the offering was a limited private placement to one knowledgeable investor who agreed not to resell the securities to the public.



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**ITEM 16. Exhibits.**

- 1.1 Form of Underwriting Agreement\*
- 2.1 Second Amended Chapter 11 Plan of Reorganization Proposed by the Official Committee of Unsecured Creditors of MagnaChip Semiconductor Finance Company, et al., dated as of September 24, 2009(3)
- 3.1 Certificate of Formation of MagnaChip Semiconductor LLC (formerly System Semiconductor Holding LLC)(3)
- 3.2 Certificate of Amendment to Certificate of Formation of MagnaChip Semiconductor LLC(3)
- 3.3 Fifth Amended and Restated Limited Liability Company Operating Agreement of MagnaChip Semiconductor LLC(3)
- 3.4 Form of Certificate of Incorporation of MagnaChip Semiconductor Corporation(3)
- 3.5 Form of Bylaws of MagnaChip Semiconductor Corporation(3)
- 3.6 Form of Plan of Conversion of MagnaChip Semiconductor LLC(3)
- 4.1 Registration Rights Agreement, dated as of November 9, 2009, by and among MagnaChip Semiconductor LLC and each of the securityholders named therein(3)
- 4.2 Form of Deposit Agreement, among MagnaChip Semiconductor Corporation, American Stock Transfer & Trust Company, LLC, as the depository, and the holders from time to time of the depository shares(3)
- 4.3 [reserved]
- 4.4 Indenture, dated as of April 9, 2010, by and among MagnaChip Semiconductor S.A., MagnaChip Semiconductor Finance Company, the guarantors as named therein and Wilmington Trust FSB, as trustee(3)
- 4.5 Form of 10.500% Senior Notes due 2018 and related notation of guarantee (included in Exhibit 4.4)
- 4.6 Exchange and Registration Rights Agreement, dated as of April 9, 2010, by and among MagnaChip Semiconductor S.A., MagnaChip Semiconductor Finance Company, the guarantors named therein, and Goldman, Sachs & Co., Barclays Capital Inc., Deutsche Bank Securities Inc. and Morgan Stanley & Co. Incorporated, as representatives of the several purchasers named therein(3)
- 5.1 Opinion of DLA Piper LLP (US)\*
- 8.1 Tax Opinion of DLA Piper LLP (US) (included in Exhibit 5.1)
- 10.1 Amended and Restated Credit Agreement, dated as of November 6, 2009, among MagnaChip Semiconductor S.A., MagnaChip Semiconductor Finance Company, the guarantors named therein, the lenders named therein, and Wilmington Trust FSB, as Administrative Agent(3)
- 10.2 Intellectual Property License Agreement, dated as of October 6, 2004, by and between Hynix Semiconductor Inc. and MagnaChip Semiconductor, Ltd. (Korea)(3)
- 10.3 Land Lease and Easement Agreement, dated as of October 6, 2004, by and between Hynix Semiconductor Inc. and MagnaChip Semiconductor, Ltd. (Korea)(1)(3)
- 10.4 First Amendment to Land Lease and Easement Agreement, dated as of December 30, 2005, by and between Hynix Semiconductor Inc. and MagnaChip Semiconductor, Ltd. (Korea)(3)
- 10.5 General Service Supply Agreement, dated as of October 6, 2004, by and between Hynix Semiconductor Inc. and MagnaChip Semiconductor, Ltd. (Korea)(2)(3)
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- 10.7 License Agreement (ModularBCD), dated as of March 18, 2005, by and between Advanced Analogic Technologies, Inc. and MagnaChip Semiconductor, Ltd. (Korea)(1)(3)
- 10.8 Amended & Restated License Agreement (TrenchDMOS), dated as of September 19, 2007, by and between Advanced Analogic Technologies, Inc. and MagnaChip Semiconductor, Ltd. (Korea)(2)(3)
- 10.9 Technology License Agreement, dated as of December 16, 1996, by and between Advanced RISC Machines Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to LG Semicon Company Limited)(1)(3)



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- 10.10 Amendment to the Technology License Agreement, dated as of October 16, 2006, by and between ARM Limited and MagnaChip Semiconductor, Ltd. (Korea)(2)(3)
- 10.11 ARM7201TDSP Device License Agreement, dated as of August 26, 1997, by and between Advanced RISC Machines Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to LG Semicon Company Limited)(1)(3)
- 10.12 Technology License Agreement, dated as of October 5, 1995, by and between Advanced RISC Machines Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to LG Semicon Company Limited)(2)(3)
- 10.13 Technology License Agreement, dated as of July 2001, by and between ARM Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to Hynix Semiconductor Inc.)(1)(3)
- 10.14 Technology License Agreement, dated as of August 22, 2001, by and between ARM Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to Hynix Semiconductor Inc.)(1)(3)
- 10.15 Technology License Agreement, dated as of May 20, 2004, by and between ARM Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to Hynix Semiconductor Inc.)(3)
- 10.16 Design Migration Agreement, dated as of May 1, 2007, by and between ARM Limited and MagnaChip Semiconductor, Ltd. (Korea)(2)(3)
- 10.17 Basic Agreement on Joint Development and Grant of License, dated as of November 10, 2006, by and between MagnaChip Semiconductor, Ltd. and Silicon Works (English translation)(3)
- 10.18 Master Service Agreement, dated as of December 27, 2000 by and between Sharp Corporation and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to Hyundai Electronics Japan Co., Ltd) (English translation)(3)
- 10.19 Warrant Agreement, dated as of November 9, 2009, between MagnaChip Semiconductor LLC and American Stock Transfer & Trust Company, LLC(3)
- 10.20 MagnaChip Semiconductor LLC 2009 Common Unit Plan(3)
- 10.21 MagnaChip Semiconductor LLC 2009 Common Unit Plan form of Option Agreement (Non-U.S. Participants)(3)
- 10.22 MagnaChip Semiconductor LLC 2009 Common Unit Plan form of Option Agreement (U.S. Participants)(3)
- 10.23 MagnaChip Semiconductor LLC 2009 Common Unit Plan form of Restricted Unit Agreement (Non-U.S. Participants)(3)
- 10.24 MagnaChip Semiconductor LLC 2009 Common Unit Plan form of Restricted Unit Agreement (U.S. Participants)(3)
- 10.25 MagnaChip Semiconductor Corporation 2010 Equity Incentive Plan(3)
- 10.26 MagnaChip Semiconductor Corporation 2010 Employee Stock Purchase Plan(3)
- 10.27 Amended and Restated Service Agreement, dated as of May 8, 2008, by and between MagnaChip Semiconductor, Ltd. (Korea) and Sang Park(3)
- 10.28 Notice of Grant of Unit Option, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Sang Park(3)
- 10.29 Notice of Grant of Restricted Units, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Sang Park(3)
- 10.30 Entrustment Agreement, dated as of October 6, 2004, by and between MagnaChip Semiconductor, Ltd. (Korea) and Tae Young Hwang(3)
- 10.31 Notice of Grant of Unit Option, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Tae Young Hwang(3)
- 10.32 Notice of Grant of Restricted Units, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Tae Young Hwang(3)



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- 10.33 Offer Letter dated March 7, 2006, from MagnaChip Semiconductor LLC and MagnaChip Semiconductor, Inc. to Brent Rowe, as supplemented on December 20, 2006(3)
- 10.34 Notice of Grant of Unit Option, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Brent Rowe(3)
- 10.35 Notice of Grant of Restricted Units, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Brent Rowe(3)
- 10.36 Offer Letter dated September 5, 2006, from MagnaChip Semiconductor LLC and MagnaChip Semiconductor, Ltd. to Margaret Sakai(3)
- 10.37 Notice of Grant of Unit Option, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Margaret Sakai(3)
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- 10.43 Notice of Grant of Unit Option, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Tae Jong Lee(3)
- 10.44 Notice of Grant of Restricted Units, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Tae Jong Lee(3)
- 10.45 Service Agreement, dated as of April 1, 2006, by and between MagnaChip Semiconductor, Ltd. (Korea) and John McFarland(3)
- 10.46 Notice of Grant of Unit Option, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and John McFarland(3)
- 10.47 Notice of Grant of Restricted Units, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and John McFarland(3)
- 10.48 Senior Advisor Agreement, dated as of April 10, 2009, by and between MagnaChip Semiconductor, Ltd.(Korea) and Robert J. Krakauer(3)
- 10.49 MagnaChip Semiconductor Corporation Form of Indemnification Agreement with Directors and Officers(3)
- 10.50 Form of Accredited Investor Certification delivered to the Official Committee of Unsecured Creditors of MagnaChip Semiconductor Finance Company, et al.(3)
- 10.51 Form of Subscription Agreement for common units of MagnaChip Semiconductor LLC (in connection with the Committee's Plan of Reorganization under Chapter 11 of the Bankruptcy Code)(3)
- 10.52 Subscription Form for Rights Offering in connection with the Committee's Plan of Reorganization under Chapter 11 of the Bankruptcy Code(3)
- 10.53 \$35,000,000 Common Stock Backstop Commitment letter, dated as of September 23, 2009, from Avenue Capital Management II, L.P., solely in its capacity as investment advisor to Avenue Investments, L.P., Avenue International Master, L.P., Avenue Special Situations Fund IV, L.P., Avenue Special Situations Fund V, L.P. and Avenue CDP-Global Opportunities Fund, L.P. (included in Exhibit 2.1)
- 10.54 MagnaChip Semiconductor LLC Profit Sharing Plan as adopted on December 31, 2009 and as amended on February 15, 2010(2)(3)
- 21.1 Subsidiaries of the Registrant(3)
- 23.1 Consent of Samil PricewaterhouseCoopers



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- 23.2 Consent of DLA Piper LLP (US) (contained in Exhibit 5.1)
- 24.1 Power of Attorney of officers and directors of MagnaChip Semiconductor LLC(3)

\* To be filed by amendment.

**Footnotes:**

- (1) Certain portions of this document have been omitted pursuant to a grant of confidential treatment by the SEC.
- (2) Certain portions of this document have been omitted pursuant to a request for confidential treatment by the SEC.
- (3) Previously filed.

**Item 17. *Undertakings.***

We hereby undertake to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC 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 us of expenses incurred or paid by a director, officer, or controlling person of us 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, we will, unless in the opinion of counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant 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; and
- (2) for purposes 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.

**Table of Contents****SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, MagnaChip Semiconductor LLC has duly caused this Amendment No. 4 to Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Seoul, The Republic of Korea on June 3, 2010.

MagnaChip Semiconductor LLC

By: /s/ Sang Park  
**Sang Park, Chief Executive  
 Officer (Principal Executive Officer)**

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 4 to Registration Statement on Form S-1 has been signed below by the following persons on behalf of MagnaChip Semiconductor LLC and in the capacities and on the dates indicated:

<b>Signature</b>	<b>Title</b>	<b>Date</b>
/s/ Sang Park  <b>Sang Park</b>	Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)	June 3, 2010
* <b>Margaret Sakai</b>	Chief Financial Officer (Principal Financial and Accounting Officer)	June 3, 2010
* <b>Michael Elkins</b>	Director	June 3, 2010
* <b>Randal Klein</b>	Director	June 3, 2010
* <b>R. Douglas Norby</b>	Director	June 3, 2010
* <b>Gidu Shroff</b>	Director	June 3, 2010
* <b>Steven Tan</b>	Director	June 3, 2010
* <b>Nader Tavakoli</b>	Director	June 3, 2010

\*By /s/ Sang Park

**Attorney-in-fact**



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**Exhibit Index**

- 1.1 Form of Underwriting Agreement\*
- 2.1 Second Amended Chapter 11 Plan of Reorganization Proposed by the Official Committee of Unsecured Creditors of MagnaChip Semiconductor Finance Company, et al., dated as of September 24, 2009(3)
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- 3.2 Certificate of Amendment to Certificate of Formation of MagnaChip Semiconductor LLC(3)
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- 3.5 Form of Bylaws of MagnaChip Semiconductor Corporation(3)
- 3.6 Form of Plan of Conversion of MagnaChip Semiconductor LLC(3)
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- 4.2 Form of Deposit Agreement, among MagnaChip Semiconductor Corporation, American Stock Transfer & Trust Company, LLC, as the depository, and the holders from time to time of the depository shares(3)
- 4.3 [reserved]
- 4.4 Indenture, dated as of April 9, 2010, by and among MagnaChip Semiconductor S.A., MagnaChip Semiconductor Finance Company, the guarantors as named therein and Wilmington Trust FSB, as trustee(3)
- 4.5 Form of 10.500% Senior Notes due 2018 and notation of guarantee (included in Exhibit 4.4)
- 4.6 Exchange and Registration Rights Agreement, dated as of April 9, 2010, by and among MagnaChip Semiconductor S.A., MagnaChip Semiconductor Finance Company, the guarantors named therein, and Goldman, Sachs & Co., Barclays Capital Inc., Deutsche Bank Securities Inc. and Morgan Stanley & Co. Incorporated, as representatives of the several purchasers named therein(3)
- 5.1 Opinion of DLA Piper LLP (US)\*
- 8.1 Tax Opinion of DLA Piper LLP (US) (included in Exhibit 5.1)
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- 10.2 Intellectual Property License Agreement, dated as of October 6, 2004, by and between Hynix Semiconductor Inc. and MagnaChip Semiconductor, Ltd. (Korea)(3)
- 10.3 Land Lease and Easement Agreement, dated as of October 6, 2004, by and between Hynix Semiconductor Inc. and MagnaChip Semiconductor, Ltd. (Korea)(1)(3)
- 10.4 First Amendment to Land Lease and Easement Agreement, dated as of December 30, 2005, by and between Hynix Semiconductor Inc. and MagnaChip Semiconductor, Ltd. (Korea)(3)
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- 10.9 Technology License Agreement, dated as of December 16, 1996, by and between Advanced RISC Machines Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to LG Semicon Company Limited)(1)(3)

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- 10.11 ARM7201TDSP Device License Agreement, dated as of August 26, 1997, by and between Advanced RISC Machines Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to LG Semicon Company Limited)(1)(3)
- 10.12 Technology License Agreement, dated as of October 5, 1995, by and between Advanced RISC Machines Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to LG Semicon Company Limited)(2)(3)
- 10.13 Technology License Agreement, dated as of July 2001, by and between ARM Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to Hynix Semiconductor Inc.)(1)(3)
- 10.14 Technology License Agreement, dated as of August 22, 2001, by and between ARM Limited and MagnaChip Semiconductor, Ltd. (Korea) (successor in interest to Hynix Semiconductor Inc.)(1)(3)
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- 10.35 Notice of Grant of Restricted Units, dated as of December 8, 2009, by and between MagnaChip Semiconductor LLC and Brent Rowe(3)
- 10.36 Offer Letter dated September 5, 2006, from MagnaChip Semiconductor LLC and MagnaChip Semiconductor, Ltd. to Margaret Sakai(3)
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- 10.54 MagnaChip Semiconductor LLC Profit Sharing Plan as adopted on December 31, 2009 and as amended on February 15, 2010(2)(3)
- 21.1 Subsidiaries of the Registrant(3)
- 23.1 Consent of Samil PricewaterhouseCoopers
- 23.2 Consent of DLA Piper LLP (US) (contained in Exhibit 5.1)
- 24.1 Power of Attorney of officers and directors of MagnaChip Semiconductor LLC(3)

\* To be filed by amendment.

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**Table of Contents**

**Footnotes:**

- (1) Certain portions of this document have been omitted pursuant to a grant of confidential treatment by the SEC.
- (2) Certain portions of this document have been omitted pursuant to a request for confidential treatment by the SEC.
- (3) Previously filed.