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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

12 UNITED STATES OF AMERICA) Case No. CR
13)
14 v.)
15 SHARP CORPORATION,)
16 Defendant.)

17 PLEA AGREEMENT

18
19 The United States of America and SHARP CORPORATION ("defendant"), a corporation
20 organized and existing under the laws of Japan, hereby enter into the following Plea Agreement
21 pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R. Crim. P."):

22 RIGHTS OF DEFENDANT

- 23 1. The defendant understands its rights:
24 (a) to be represented by an attorney;
25 (b) to be charged by Indictment;
26 (c) as a corporation organized and existing under the laws of Japan to decline
27 to accept service of the Summons in this case, and to contest the jurisdiction of the United
28 States to prosecute this case against it in the United States District Court for the Northern

1 District of California;

2 (d) to plead not guilty to any criminal charge brought against it;

3 (e) to have a trial by jury, at which it would be presumed not guilty of the
4 charge and the United States would have to prove every essential element of the charged
5 offense beyond a reasonable doubt for it to be found guilty;

6 (f) to confront and cross-examine witnesses against it and to subpoena
7 witnesses in its defense at trial;

8 (g) to appeal its conviction if it is found guilty; and

9 (h) to appeal the imposition of sentence against it.

10 **AGREEMENT TO PLEAD GUILTY**
11 **AND WAIVE CERTAIN RIGHTS**

12 2. The defendant knowingly and voluntarily waives the rights set out in
13 Paragraph 1(b)-(g) above, including all jurisdictional defenses to the prosecution of this case,
14 and agrees voluntarily to consent to the jurisdiction of the United States to prosecute this case
15 against it in the United States District Court for the Northern District of California. The
16 defendant also knowingly and voluntarily waives the right to file any appeal, any collateral
17 attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. §
18 3742, that challenges the sentence imposed by the Court if that sentence is consistent with or
19 below the recommended sentence in Paragraph 8 of this Plea Agreement, regardless of how
20 the sentence is determined by the Court. This agreement does not affect the rights or
21 obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c). Nothing in this
22 paragraph, however, shall act as a bar to the defendant perfecting any legal remedies it may
23 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of
24 counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will
25 waive indictment and plead guilty at arraignment to a three-count Information to be filed in
26 the United States District Court for the Northern District of California. The first count of the
27 Information will charge the defendant with participating in a conspiracy to suppress and
28 eliminate competition by fixing the prices of thin-film transistor liquid crystal display panels

1 (“TFT-LCD”) sold to Dell, Inc. (“Dell”) for use in computer monitors and laptops, from on or
2 about April 1, 2001 to on or about December 1, 2006, in violation of the Sherman Antitrust
3 Act, 15 U.S.C. § 1. The second count of the Information will charge the defendant with
4 participating in a conspiracy to suppress and eliminate competition by fixing the prices of
5 TFT-LCD sold to Apple Computer, Inc. (“Apple”) for use in iPod portable music players,
6 from on or about September 1, 2005 to on or about December 1, 2006, in violation of the
7 Sherman Antitrust Act, 15 U.S.C. § 1. The third count of the Information will charge the
8 defendant with participating in a conspiracy to suppress and eliminate competition by fixing
9 the prices of TFT-LCD sold to Motorola, Inc. (“Motorola”) for use in Razr mobile phones,
10 from the fall of 2005 to the middle of 2006, in violation of the Sherman Antitrust Act, 15
11 U.S.C. § 1.

12 3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty
13 to the criminal charges described in Paragraph 2 above and will make a factual admission of
14 guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

15 **FACTUAL BASIS FOR OFFENSE CHARGED**

16 4. Had this case gone to trial, the United States would have presented evidence
17 sufficient to prove the following facts:

18 (a) For purposes of this Plea Agreement, the “relevant period” is that period from
19 on or about April 1, 2001 to on or about December 1, 2006. During the relevant period,
20 Sharp Corporation (“Sharp”), a corporation organized and existing under the laws of Japan,
21 sold TFT-LCD into various markets, including the U.S. The defendant has its headquarters
22 and principal place of business in Osaka, Japan. During the relevant period, the defendant
23 was a producer of TFT-LCD, was engaged in the sale of TFT-LCD in the United States and
24 elsewhere, and employed 5,000 or more individuals.

25 (b) TFT-LCD are glass panels composed of an array of tiny pixels that are
26 electronically manipulated in order to display images. TFT-LCD are manufactured in a broad
27 range of sizes and specifications for use in televisions, notebook computers, desktop
28 monitors, mobile devices, and other applications. During the relevant period, the defendant’s

1 U.S. sales of TFT-LCD affecting Dell, Apple, and Motorola Corporation totaled at least \$511
2 million.

3 (c) As to Count One, from on or about April 1, 2001 to on or about December 1,
4 2006, the defendant, through its officers and employees, participated in a conspiracy with
5 other major TFT-LCD producers, the primary purpose of which was to fix the price of TFT-
6 LCD sold to Dell for use in computer monitors and laptops. In furtherance of the conspiracy,
7 the defendant, through its officers and employees, engaged in bilateral telephone discussions
8 and attended bilateral meetings with representatives of other major TFT-LCD producers.
9 During these discussions and meetings, agreements were reached to fix the price of TFT-
10 LCD sold to Dell.

11 (d) As to Count Two, from on or about September 1, 2005 to on or about
12 December 1, 2006, the defendant, through its officers and employees, participated in a
13 conspiracy with other major TFT-LCD producers, the primary purpose of which was to fix
14 the price of TFT-LCD sold to Apple for use in iPod portable music players. In furtherance of
15 the conspiracy, the defendant, through its officers and employees, engaged in bilateral
16 telephone discussions and attended bilateral meetings with representatives of other major
17 TFT-LCD producers. During these discussions and meetings, agreements were reached to fix
18 the price of TFT-LCD sold to Apple.

19 (e) As to Count Three, from the fall of 2005 to the middle of 2006, the defendant,
20 through its officers and employees, participated in a conspiracy with other major TFT-LCD
21 producers, the primary purpose of which was to fix the price of TFT-LCD sold to Motorola
22 for use in Razr mobile phones. In furtherance of the conspiracy, the defendant, through its
23 officers and employees, engaged in bilateral telephone discussions and attended bilateral
24 meetings with representatives of other major TFT-LCD producers. During these discussions
25 and meetings, agreements were reached to fix the price of TFT-LCD sold to Motorola.

26 (f) During the relevant period, TFT-LCD sold by one or more of the conspirator
27 firms, and equipment and supplies necessary to the production and distribution of TFT-LCD,
28 as well as payments for TFT-LCD, traveled in interstate and foreign trade and commerce.

1 The business activities of the defendant and its coconspirators in connection with the
2 production and sale of TFT-LCD affected by this conspiracy were within the flow of, and
3 substantially affected, interstate and foreign trade and commerce.

4 (g) Acts in furtherance of this conspiracy were carried out within the Northern
5 District of California. TFT-LCD affected by this conspiracy were sold by one or more of the
6 conspirators to customers in this District.

7 **POSSIBLE MAXIMUM SENTENCE**

8 5. The defendant understands that the statutory maximum penalty that may be
9 imposed against it upon conviction for a violation of Section One of the Sherman Antitrust
10 Act is a fine in an amount equal to the greatest of:

- 11 (a) \$100 million (15 U.S.C. § 1);
- 12 (b) twice the gross pecuniary gain the conspirators derived from the crime
13 (18 U.S.C. § 3571(c) and (d)); or
- 14 (c) twice the gross pecuniary loss caused to the victims of the crime by the
15 conspirators (18 U.S.C. § 3571(c) and (d)).

16 6. In addition, the defendant understands that for each count:

- 17 (a) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of
18 probation of at least one year, but not more than five years;
- 19 (b) pursuant to § 8B1.1 of the United States Sentencing Guidelines
20 ("U.S.S.G.," "Sentencing Guidelines," or "Guidelines") or 18 U.S.C. § 3563(b)(2) or
21 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and
- 22 (c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order
23 the defendant to pay a \$400 special assessment upon conviction for the charged crime.

24 **SENTENCING GUIDELINES**

25 7. The defendant understands that the Sentencing Guidelines are advisory, not
26 mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing,
27 along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing
28 sentence. The defendant understands that the Guidelines determinations will be made by the

1 Court by a preponderance-of-the-evidence standard. The defendant understands that although
2 the Court is not ultimately bound to impose a sentence within the applicable Guidelines
3 range, its sentence must be reasonable based upon consideration of all relevant sentencing
4 factors set forth in 18 U.S.C. § 3553(a).

5 **SENTENCING AGREEMENT**

6 8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant
7 agree that the appropriate disposition of this case is, and agree to recommend jointly that the
8 Court impose, a sentence requiring the defendant to pay to the United States a criminal fine
9 of \$120 million, pursuant to 18 U.S.C. § 3571(d) ("the recommended sentence"). The parties
10 agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not
11 adequately taken into consideration by the U.S. Sentencing Commission in formulating the
12 Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree
13 not to seek or support any sentence outside of the Guidelines range nor any Guidelines
14 adjustment for any reason that is not set forth in this Plea Agreement. The parties further
15 agree that the recommended sentence set forth in this Plea Agreement is reasonable.

16 (a) The United States and the defendant agree to recommend, in the
17 interest of justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. § 8C3.2(b), that
18 the fine be paid in the following installments: within thirty (30) days of imposition of
19 sentence -- \$20 million (plus any accrued interest); at the one-year anniversary of
20 imposition of sentence ("anniversary") -- \$20 million (plus any accrued interest); at
21 the two-year anniversary -- \$20 million (plus any accrued interest); at the three-year
22 anniversary -- \$20 million (plus any accrued interest); at the four-year anniversary --
23 \$20 million (plus any accrued interest); and at the five-year anniversary -- \$20 million
24 (plus any accrued interest); provided, however, that the defendant shall have the
25 option at any time before the five-year anniversary of prepaying the remaining balance
26 (plus any accrued interest) then owing on the fine.

27 (b) The defendant understands that the Court will order it to pay a \$400
28 special assessment per count, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to

1 any fine imposed.

2 (c) Both parties will recommend that no term of probation be imposed, but
3 the defendant understands that the Court's denial of this request will not void this
4 Plea Agreement.

5 (d) The United States and the defendant jointly submit that this Plea
6 Agreement, together with the record that will be created by the United States and the
7 defendant at the plea and sentencing hearings, and the further disclosure described in
8 Paragraph 10, will provide sufficient information concerning the defendant, the crime
9 charged in this case, and the defendant's role in the crime to enable the meaningful
10 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United
11 States and the defendant agree to request jointly that the Court accept the defendant's
12 guilty plea and impose sentence on an expedited schedule as early as the date of
13 arraignment, based upon the record provided by the defendant and the United States,
14 under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule
15 32-1(b) of the U.S.D.C. N.D. California Criminal Local Rules. The Court's denial of
16 the request to impose sentence on an expedited schedule will not void this Plea
17 Agreement.

18 9. The United States and the defendant agree that the applicable Guidelines fine
19 range exceeds the fine contained in the recommended sentence set out in Paragraph 8 above.
20 Subject to the full and continuing cooperation of the defendant, as described in Paragraph 13
21 of this Plea Agreement, and prior to sentencing in this case, the United States agrees that it
22 will make a motion, pursuant to U.S.S.G. § 8C4.1, for a downward departure from the
23 Guidelines fine range and will request that the Court impose the recommended sentence set
24 out in Paragraph 8 of this Plea Agreement because of the defendant's substantial assistance in
25 the government's investigation and prosecutions of violations of federal criminal law in the
26 TFT-LCD industry.

27 10. Subject to the ongoing, full, and truthful cooperation of the defendant
28 described in Paragraph 13 of this Plea Agreement, and before sentencing in the case, the

1 United States will fully advise the Court and the Probation Office of the fact, manner, and
2 extent of the defendant's cooperation and its commitment to prospective cooperation with the
3 United States' investigation and prosecutions, all material facts relating to the defendant's
4 involvement in the charged offense, and all other relevant conduct.

5 11. The United States and the defendant understand that the Court retains
6 complete discretion to accept or reject the recommended sentence provided for in Paragraph
7 8 of this Plea Agreement.

8 (a) If the Court does not accept the recommended sentence, the United
9 States and the defendant agree that this Plea Agreement, except for Paragraph 11(b)
10 below, shall be rendered void.

11 (b) If the Court does not accept the recommended sentence, the defendant
12 will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the
13 defendant withdraws its plea of guilty, this Plea Agreement, the guilty plea, and any
14 statement made in the course of any proceedings under Fed. R. Crim. P. 11 regarding
15 the guilty plea or this Plea Agreement or made in the course of plea discussions with
16 an attorney for the government shall not be admissible against the defendant in any
17 criminal or civil proceeding, except as otherwise provided in Fed. R. Evid. 410. In
18 addition, the defendant agrees that, if it withdraws its guilty plea pursuant to this
19 subparagraph of the Plea Agreement, the statute of limitations period for any offense
20 referred to in Paragraph 15 of this Plea Agreement will be tolled for the period
21 between the date of the signing of the Plea Agreement and the date the defendant
22 withdrew its guilty plea or for a period of sixty (60) days after the date of the signing
23 of the Plea Agreement, whichever period is greater.

24 12. In light of the civil class action cases filed against the defendant, including *In*
25 *re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M:07-1827 SI, MDL No. 1827, in the
26 United States District Court, Northern District of California, which potentially provide for a
27 recovery of a multiple of actual damages, the United States agrees that it will not seek a
28 restitution order for the offenses charged in the Information.

1 States;

2 (b) making himself or herself available for interviews in the United States
3 and at other mutually agreed-upon locations, not at the expense of the United States,
4 upon the request of attorneys and agents of the United States;

5 (c) responding fully and truthfully to all inquiries of the United States in
6 connection with any Federal Proceeding, without falsely implicating any person or
7 intentionally withholding any information, subject to the penalties of making false
8 statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503, *et seq.*);

9 (d) otherwise voluntarily providing the United States with any non-
10 privileged material or information not requested in (a) - (c) of this paragraph that he
11 or she may have that is related to any Federal Proceeding;

12 (e) when called upon to do so by the United States in connection with any
13 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the
14 United States fully, truthfully, and under oath, subject to the penalties of perjury (18
15 U.S.C. § 1621), making false statements or declarations in grand jury or court
16 proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of
17 justice (18 U.S.C. § 1503, *et seq.*); and

18 (f) agreeing that, if the agreement not to prosecute him or her in this Plea
19 Agreement is rendered void under Paragraph 16(c), the statute of limitations period
20 for any Relevant Offense as defined in Paragraph 16(a) will be tolled as to him or her
21 for the period between the date of the signing of this Plea Agreement and six (6)
22 months after the date that the United States gave notice of its intent to void its
23 obligations to that person under the Plea Agreement.

24 **GOVERNMENT'S AGREEMENT**

25 15. Upon acceptance of the guilty plea called for by this Plea Agreement and the
26 imposition of the recommended sentence, and subject to the cooperation requirements of
27 Paragraph 13 of this Plea Agreement, the United States agrees that it will not bring further
28 criminal charges against the defendant or any of its related entities for any act or offense

1 committed before the date of this Plea Agreement that was undertaken in furtherance of an
2 antitrust conspiracy involving the manufacture or sale of TFT-LCD in the United States and
3 elsewhere. The nonprosecution terms of this paragraph do not apply to civil matters of any
4 kind, to any violation of the federal tax or securities laws, or to any crime of violence.

5 16. The United States agrees to the following:

6 (a) Upon the Court's acceptance of the guilty plea called for by this Plea
7 Agreement and the imposition of the recommended sentence and subject to the
8 exceptions noted in Paragraph 16(c), the United States will not bring criminal charges
9 against any current or former director, officer, or employee of the defendant or its
10 related entities for any act or offense committed before the date of this Plea
11 Agreement and while that person was acting as a director, officer, or employee of the
12 defendant or its related entities that was undertaken in furtherance of an antitrust
13 conspiracy involving the manufacture or sale of TFT-LCD in the United States and
14 elsewhere, or undertaken in connection with any investigation of such a conspiracy
15 ("Relevant Offense"), except that the protections granted in this paragraph shall not
16 apply to Yoshihiko Kitayama, Kazuyoshi Nakayama, Shigeo Nakabu, and Noboru
17 Yamazawa;

18 (b) Should the United States determine that any current or former director,
19 officer, or employee of the defendant or its related entities may have information
20 relevant to any Federal Proceeding, the United States may request that person's
21 cooperation under the terms of this Plea Agreement by written request delivered to
22 counsel for the individual (with a copy to the undersigned counsel for the defendant)
23 or, if the individual is not known by the United States to be represented, to the
24 undersigned counsel for the defendant;

25 (c) If any person requested to provide cooperation under Paragraph 16(b)
26 fails to comply with his or her obligations under Paragraph 14, then the terms of this
27 Plea Agreement as they pertain to that person, and the agreement not to prosecute that
28 person granted in this Plea Agreement, shall be rendered void;

1 (d) Except as provided in Paragraph 16(e), information provided by a
2 person described in Paragraph 16(b) to the United States under the terms of this Plea
3 Agreement pertaining to any Relevant Offense, or any information directly or
4 indirectly derived from that information, may not be used against that person in a
5 criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a false
6 statement or declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18
7 U.S.C. § 1503, *et seq.*);

8 (e) If any person who provides information to the United States under this
9 Plea Agreement fails to comply fully with his or her obligations under Paragraph 14
10 of this Plea Agreement, the agreement in Paragraph 16(d) not to use that information
11 or any information directly or indirectly derived from it against that person in a
12 criminal case shall be rendered void;

13 (f) The nonprosecution terms of this paragraph do not apply to civil
14 matters of any kind, to any violation of the federal tax or securities laws, or to any
15 crime of violence; and

16 (g) Documents provided under Paragraphs 13(a) and 14(a) shall be
17 deemed responsive to outstanding grand jury subpoenas issued to the defendant or any
18 of its related entities.

19 17. The United States agrees that when any person travels to the United States for
20 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or
21 for meetings with counsel in preparation therefor, the United States will take no action, based
22 upon any Relevant Offense, to subject such person to arrest, detention, or service of process,
23 or to prevent such person from departing the United States. This paragraph does not apply to
24 an individual's commission of perjury (18 U.S.C. § 1621), making false statements (18
25 U.S.C. § 1001), making false statements or declarations in grand jury or court proceedings
26 (18 U.S.C. § 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C.
27 §§ 401-402) in connection with any testimony or information provided or requested in any
28 Federal Proceeding.

1 paragraph), and the defendant and its related entities shall be subject to prosecution for any
2 federal crime of which the United States has knowledge, including, but not limited to, the
3 substantive offenses relating to the investigation resulting in this Plea Agreement. The
4 defendant may seek Court review of any determination made by the United States under this
5 Paragraph to void any of its obligations under the Plea Agreement. The defendant and its
6 related entities agree that, in the event that the United States is released from its obligations
7 under this Plea Agreement and brings criminal charges against the defendant or its related
8 entities for any offense referred to in Paragraph 15 of this Plea Agreement, the statute of
9 limitations period for such offense will be tolled for the period between the date of the
10 signing of this Plea Agreement and six (6) months after the date the United States gave notice
11 of its intent to void its obligations under this Plea Agreement.

12 22. The defendant understands and agrees that in any further prosecution
13 of it or its related entities resulting from the release of the United States from its obligations
14 under this Plea Agreement, because of the defendant's or its related entities' violation of the
15 Plea Agreement, any documents, statements, information, testimony, or evidence provided by
16 it or its related entities, or current or former directors, officers, or employees of it or its
17 related entities to attorneys or agents of the United States, federal grand juries, or courts, and
18 any leads derived therefrom, may be used against it or its related entities in any such further
19 prosecution. In addition, the defendant unconditionally waives its right to challenge the use
20 of such evidence in any such further prosecution, notwithstanding the protections of Fed. R.
21 Evid. 410.

22 **ENTIRETY OF AGREEMENT**

23 23. This Plea Agreement constitutes the entire agreement between the
24 United States and the defendant concerning the disposition of the criminal charges in this
25 case. This Plea Agreement cannot be modified except in writing, signed by the United States
26 and the defendant.

27 24. The undersigned is authorized to enter this Plea Agreement on behalf of the
28 defendant as evidenced by the Resolution of the Board of Directors of the defendant, attached

1 to, and incorporated by reference in, this Plea Agreement.

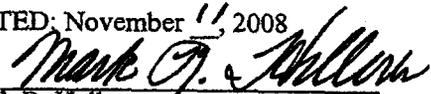
2 25. The undersigned attorneys for the United States have been authorized
3 by the Attorney General of the United States to enter this Plea Agreement on behalf of the
4 United States.

5 26. A facsimile signature shall be deemed an original signature for the purpose of
6 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
7 executing this Plea Agreement.

8
9 AGREED

10 BY: 
11 Mr. Mikio Katayama
12 Representative Director, President & COO
13 Sharp Corporation
22-22 Nagaike-cho, Abeno-ku
Osaka 545-8522

BY: 
Niall E. Lynch, CA No. 157959
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14 DATED: November 11, 2008
15 BY: 
16 Mark R. Hellerer
17 Fusae Nara
Daniel A. Margolis
18 Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036
19 Tel: (212) 858-1000
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DATED: November 14, 2008

20 BY: 
21 Joseph J. Simons, DC Bar No. 371253
22 Kenneth A. Gallo, DC Bar No. 376168
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1615 L Street NW, Suite 1300
Washington, DC 20036
23 Tel: (202) 223-7370
24 Fax: (202) 223-7420

Counsel for Sharp

25 DATED: November 11, 2008
26
27
28

**SHARP CORPORATION
BOARD RESOLUTIONS**

At the Meeting of the Board of Directors of Sharp Corporation held on November 11, 2008, the Board:

RESOLVED, that the execution, delivery and performance of the Plea Agreement between Sharp Corporation and the United States Department of Justice, in substantially the form attached hereto as Exhibit 1 (the "Plea Agreement"), is hereby approved;

RESOLVED, that Mr. Mikio Katayama, Representative Director, President & COO of Sharp Corporation is authorized, empowered and directed to execute and deliver the Plea Agreement in the name and on behalf of Sharp Corporation; and

RESOLVED, that Mr. Kazutoshi Goto, Division General Manager of Legal Affairs Division is authorized, empowered and directed to represent Sharp Corporation before any court or governmental agency in order to make statements and confirmations in accordance with the Plea Agreement.

CERTIFICATE

I, Noriaki Matsumoto, Department General Manager of Securities and Finance Department of Corporate Accounting and Control Group of Sharp Corporation, a company organized and existing under the laws of Japan and having its head office at 22-22, Nagaike-Cho, Abeno-Ku, Osaka 545-8522, Japan, do hereby certify, as the person responsible for keeping minutes at the Board of Directors meeting, that the attached Resolutions adopted by the Board of Directors of Sharp Corporation at the Meeting of the Board of Directors held on November 11, 2008, are true, correct and complete and that said resolutions have not been amended, modified or repealed, and remain in full force and effect, as of the date hereof.

Signed in Osaka this 11th day of November, 2008 by

N. Matsumoto

Sharp Corporation
Mr. Noriaki Matsumoto
Department General Manager of Securities and Finance Department of Corporate
Accounting and Control Group